City of Fremont, Nebraska is inviting you to a scheduled Zoom meeting.

Topic: March 31, 2020 City Council Meeting
Time: Mar 31, 2020 7:00 PM Central Time (US and Canada)

Join Zoom Meeting

https://zoom.us/j/301866922

Meeting ID: 301 866 922

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ZOOM Meeting Information

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Telephone Audio Information

Call: +1 301 715 8592 US

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You will be connected to the meeting

If making a comment during a public hearing or comment period please **press * 9 to electronically raise your hand** allowing the Mayor to call on you.

Once called upon to speak please **press * 6 to unmute your phone; press * 6** again to mute when finished speaking

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

COMMUNITY DEVELOPMENT AGENCY & REGULAR CITY COUNCIL MEETING
March 31, 2020 – 7:00 PM
City Council Chambers 400 East Military, Fremont NE

COMMUNITY DEVELOPMENT AGENCY AGENDA

7:00 PM

MEETING CALLED TO ORDER

ROLL CALL

PUBLIC HEARING

1. Resolution 2020-003 Redevelopment Plan amendment and Cost Benefit Analysis WholeStone Foods project

ADJOURNMENT

CITY COUNCIL REGULAR MEETING AGENDA

7:00 PM – Following the preceding Meeting

MEETING CALLED TO ORDER

ROLL CALL

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

1. Motion to adopt current agenda for March 31, 2020 Regular Meeting

PUBLIC HEARINGS:

2. Resolution 2020-067 for a Conditional Use Permit for seasonal campgrounds on three lots at the Emerson Estates Subdivision generally located on Lots 18, 23 and 42 at 720 Boulevard Street, Dodge County, NE

3. Resolution 2020-065 Redevelopment Plan amendment and Cost Benefit Analysis WholeStone Foods project

4. Resolution 2020-064 of the City Council of the City of Fremont, Nebraska, accepting the amendment of its Community Development Block Grant (CDBG) Housing Revolving Loan Fund (RLF) Program

5. Ordinance 5531 for a text change to section 11-502.02; 11-504.02 D; and 11-920 "C Terms" of the UDC to define cemetery, permit it as a limited use in R, SR, AR and UR districts and to stipulate conditions under which it is allowed (first reading)

6. Resolution 2020-068 for the Bluestem Commons Preliminary Plat for property generally located at the corner of County Road T and N. Luther Road (Continue until April 14 - third reading of the change of zone)

7. Resolution 2020-069 for the Bluestem Commons Final Plat for property generally located at the corner of County Road T and N. Luther Road (Continue until April 14 - third reading of the change of zone)

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.

8. Motion to approve March 11, 2020 through March 31, 2020 claims and authorize checks to be drawn on the proper accounts

9. Dispense with and approve March 10, 2020 City Council Meeting Minutes and March 24, 2020 City Council Special Meeting Minutes.

10. Resolution 2020-063 of the City Council of the City of Fremont, Nebraska, to nominate Shelly Holzerland to serve on the Nebraska Regional Interoperable Network (NRIN) governance board

11. Receive Local Option Economic Development Fund (LB840) Quarterly Report

12. Resolution 2020-071 authorizing the Mayor to execute a contract with Northeast Nebraska Economic Development District (NENEDD) to conduct a Blight and Substandard Study in a portion of Census Tract 9644, on the south side of Fremont

13. Consider the recommendation of the Mayor to appoint Lori Lathrop to a term on the Planning Commission ending April 30, 2022

UNFINISHED BUSINESS: Requires individual associated action

14. Ordinance 5518 repealing and replacing Chapter 3, Article 7 Section 3-701 of the Fremont Municipal Code titled Municipal Library; operation and funding (second reading)

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

16. Ordinance 5527 to annex WholeStone Farms property (final reading)

17. Ordinance 5529 to change zoning from R, Rural to SR, Suburban Residential on property generally located between Ridge Road and Country Club Estates (second reading)

18. Mayor item - Consider COVID-19 compensation plan for hourly employees

NEW BUSINESS: Requires individual associated action

19. Resolution 2020-062 accepting and authorizing the execution of consultant agreement with Northeast Nebraska Economic Development District (NENEDD) for the construction management of Community Development Block Grant 19-EM-002

20. Council Member Yerger Item - Ordinance Amending, Repealing and/or Replacing a section or sections (Sections 3-701 thru 3-707), of Chapter 3, Article 7 the Fremont Municipal Code entitled Library

21. Consider authorizing assessment waivers on two properties from Business Improvement District #1 Assessments

22. Consider request to reduce Business Improvement District #1 Assessments due to property tax protests

23. Resolution 2020-070 to authorize and approve the Agreement with Civil Solutions, LLC. for professional consulting services in construction engineering and administration for the Bell Street Asphalt Overlay Project

24. Resolution 2020-072 to consider Wholestone Farms Wastewater Services and Cost Share Agreement

25. Council Member Yerger Item - Proposed amendment language to Chapter 3, Article 7 Section 3-701 - Municipal Library; Operation and Funding

26. Council Member Jacobus Item - Receive the March 31, 2020 committed report from the City Attorney, and the legal opinion obtained from the Nebraska Attorney General, regarding the use of ZOOM meetings and NE legislative law governing public access and participation, and whether ZOOM meeting provisions were intended to override the conduct of City Council meetings in compliance with a city policies, codes or ordinances requirements Possible action(s) may be taken

27. Council Member Yerger item - motion to approve reconsideration of the COVID-19 Compensation Plan

28. Council Member Yerger item - receive and discuss the committed report and opinion from the City Attorney on the COVID-19 Salary Policy Compensation Plan's "conditioned" amendment for the handling of part-time employees and retroactive implementation

ADJOURNMENT

Agenda posted at the Municipal Building on March 25, 2020 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on March 25, 2020. This meeting is preceded by publicized notice in the Fremont Tribune and the agenda, including notice of study session, is displayed in the Municipal Building and is open to the public The official current copy is available at City Hall, 400 East Military, City Clerk's Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City

Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on this agenda.

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

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

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

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

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

Staff Report

TO: Community Development Authority

FROM: Jennifer L. Dam, AICP, Planning Director

DATE: March 31, 2020

SUBJECT: Request for Amendment to the South Fremont Redevelopment Plan

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Recommendation: Approval of Resolution 2020-003

Background:

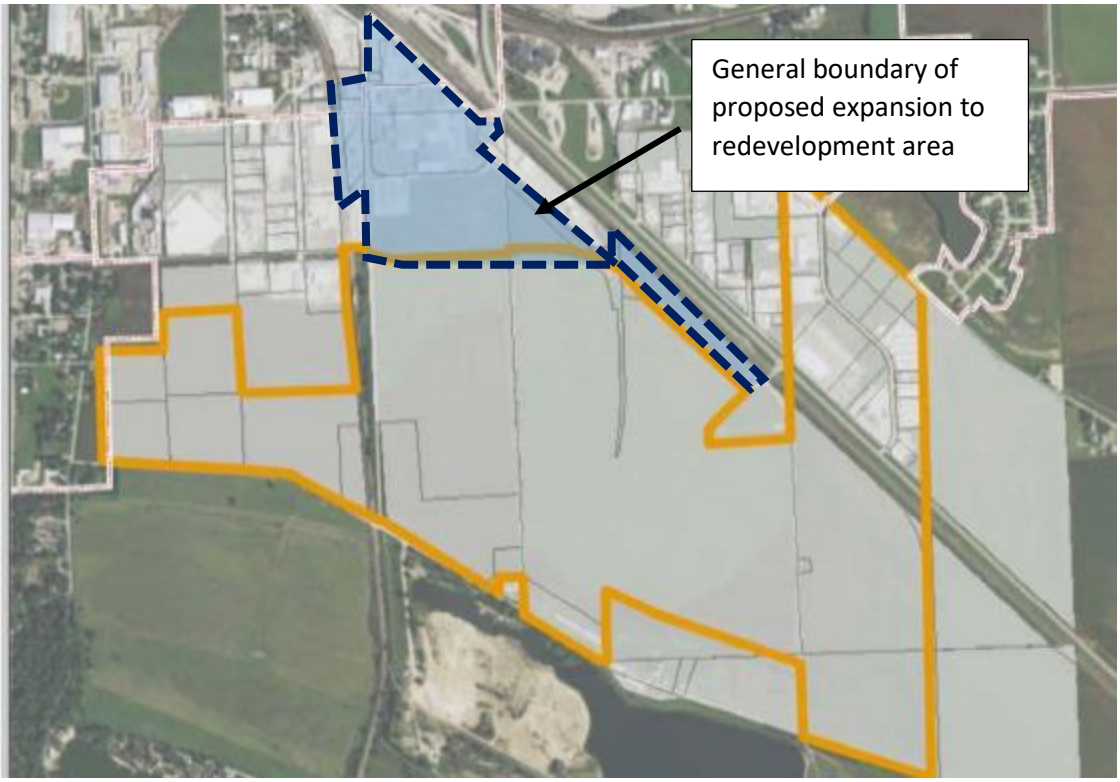
This is a request for an amendment to the South Fremont Industrial Redevelopment Plan to expand the redevelopment area and include the WholeStone Farms project.

The Planning Commission held a public hearing on March 16th and recommended approval of the amendment with the findings in the staff report by a vote of 5-0.

The South Fremont Industrial Redevelopment area was declared blighted and substandard by the Fremont City Council on July 12, 2016 by Resolution #2016-116.

The South Fremont Redevelopment Plan was approved July 19, 2016 by Resolution #2016-123.

This proposal expands the redevelopment plan area to include the property owned and operated by WholeStone Farms as shown generally on the map below, and more specifically in the attached plan.



The area for which projects are proposed consists of approximately 62.4 acres that have been mostly developed with industrial uses and parking lots.

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

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

The plan notes that WholeStone has initiated a $31,000,000 rehabilitation project that will construct a CO_2 stun facility, additional office space, a carcass cooler and employee wellness facilities. It is anticipated that these improvements will increase annual property taxes in the realm of $220,000.

The proposed Redevelopment Project plan notes that the Redeveloper will incur costs of over $80,000,000 for the acquisition and installation of equipment as part of the project. However, those improvements are not economically viable without the use of tax increment financing (TIF) for eligible public improvements.

The plan states that the needed improvements include:

> … installation of a wastewater lift station and force main, wastewater lagoon system, and installation of a substation, to support increased production, in order for the existing facilities to remain operational. Further, the portion of the Project Site that is vacant and underdeveloped requires additional upfront costs, such as site preparation and grading, in order to be developed. Due to the 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 proposed Redevelopment Plan includes “Exhibit E” which addresses the statutory elements required in such a plan. (Attached with the proposed plan amendment.)

The plan states that the “Project will consist of the construction of over 500,000 square feet of new food processing facilities, renovation and rehabilitation of the existing facilities, parking lots, and ancillary improvements on the Project Site and in the Redevelopment Area in a series of up to nine phases. Implementation of the Project in multiple phases is crucial to the successful development of the Project because it will allow the Redeveloper to maximize the tax increment financing resources available for critical public improvements in the Redevelopment Area.”

The total project improvements are estimated to be $300,000,000 to expand the plant and upgrade the facilities.

The private improvements include approximately $24,118,000 of proposed TIF investment to add a wastewater line, wastewater lagoons and electrical substation, among other things.

The Cost Benefit Analysis is included in Exhibit F of the plan.

The cost benefit analysis estimates the following tax shift based on the 2019 Dodge County tax levy and estimated completed assessed value of the buildings:

Estimated Base Project Area Valuation:	$29,0981,000
Estimated Completed Project Assessed Valuation:	$147,054,000
Estimated Tax Increment Base	$117,073,000
Estimated Annual Projected Tax Shift:	$2,440,000

The developer proposes that approximately $24,118,000 be financed with TIF to provide for the construction and installation of infrastructure, acquisition and related improvements.

Findings:

The area was declared blighted and substandard in July 2016.

The industrial uses are consistent with the Comprehensive Plan.

The estimated annual projected tax shift is $2,440,000

The estimated total project investment is approximately $300,000,000

An estimated $24,118,000 in tax increment financing is necessary to provide for the construction and installation of infrastructure and related eligible expenditures.

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

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

CDA

RESOLUTION NO. 2020-003

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA APPROVING AND ADOPTING AN AMENDMENT TO THE SOUTH FREMONT INDUSTRIAL REDEVELOPMENT PLAN AND COST-BENEFIT ANALYSIS FOR THE WHOLESTONE FARMS REDEVELOPMENT PROJECT; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Recitals:

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

WHEREAS: The Redevelopment Plan for the Redevelopment Area (the "Redevelopment Plan") was approved and adopted by the City Council of the City of Fremont, Nebraska on July 19, 2016; and

WHEREAS: Pursuant to and in furtherance of the Act, an Amendment to the Redevelopment Plan for the Wholestone Farms Redevelopment Project (the "Redevelopment Project"), has been prepared and submitted to the Planning Department of the City and the Community Development Agency of the City (the "Agency"), which is attached hereto as Exhibit A and incorporated herein by this reference (the "Amendment"), for the purpose of redeveloping the Redevelopment Area; and

WHEREAS: The Redevelopment Project would utilize tax increment financing pursuant to Section 18-2147 of the Act to assist in paying for the costs incurred by Redeveloper to construct the eligible public improvements for the Redevelopment Project; and

WHEREAS: The Agency, as required by Section 18-2113(2) of the Act, has conducted a Cost-Benefit Analysis for the Redevelopment Project, which is attached as Exhibit F to the Amendment; and

WHEREAS: A public hearing on the proposed amendment to the South Fremont Industrial Redevelopment Plan was held by the Planning Commission on March 16, 2020, and a public hearing on the Amendment and the Cost-Benefit Analysis was held by the Community Development Agency on March 31, 2020; and

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

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

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

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

2. The Amendment will, in accordance with the present and future needs of the City, 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 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 costs and benefits of the Project, including the costs and benefits to other political subdivisions, the economy of the City of Fremont, and the demand for public and private services, are in the long term best interest of the City of Fremont.

5. The Project Site, as defined in the Amendment, is within the Redevelopment Area.

6. The Project would not be economically feasible and would not occur in the Redevelopment Area without the use of tax increment financing for eligible public improvements.

7. The Agency approves and adopts the Amendment and the Cost-Benefit Analysis, and recommends that the City Council of the City of Fremont approve the same.

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

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

10. This Resolution shall become effective immediately upon passage and approval.

PASSED AND APPROVED THIS 31st DAY OF MARCH, 2020.

COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA

_____

Scott Getzschman, Chairman

ATTEST:

_____

Tyler Ficken, City Clerk (Seal)

EXHIBIT A

AMENDMENT TO THE REDEVELOPMENT PLAN FOR THE SOUTH FREMONT INDUSTRIAL REDEVELOPMENT AREA IN THE CITY OF FREMONT, NEBRASKA

(WHOLESTONE FARMS REDEVELOPMENT PROJECT)

[Attach]

4827-5764-7032, v. 2

Staff Report

TO: Honorable Mayor and City Council

FROM: Jennifer L. Dam, AICP, Planning Director

DATE: March 31, 2020

SUBJECT: Request for a Conditional Use Permit to operate six campground pads

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RECOMMENDATION: Approval of Resolution 2020-067

Background:

This is a request by Jason Griffis for a Conditional Use Permit to operate six camper pads (2 per lot) on lots 18, 23, and 42 Emerson Estates Subdivision, generally located at 720 Boulevard.

The Planning Commission held a public hearing on March 16, 2020. They recommended conditional approval of the Conditional Use Permit to the City Council with the conditions contained in the staff report. The vote to recommend conditional approval was 5-0.

The information that was submitted to the Planning Commission at the meeting is included in the background information at the end of this packet.

The area is zoned R, Rural and has been developed as a lake development. The underlying property in the entire development is owned by the Griffis' company Classic Enterprises. The houses and improvements on the lots are leased to other individuals by Classic Enterprises.

The property is within the 100 year (1% chance) flood plain.

Ten houses around Emerson Lake were significantly impacted by the 2019 flood. Three houses have been gutted and are in the in process of being reconstructed. Reconstruction has been completed on six homes. The house on Lot 42 was washed away and that is one of the lots that is being proposed for campers.

Of the five lots in the development that are vacant, four have always been vacant and one contained the house that was washed away. Two camp sites per lot are proposed on Lots 18, 23 and 42. The remaining two vacant lots will remain that way in the foreseeable future.

Camper pad sites can be a good use of land in the floodplain. There is often warning prior to a flood, which would allow the campers to be moved prior to a flood event. The campers are required to be easily movable with wheels and hitches intact.

Additionally, these camp sites are proposed to be available for use from April 15 through October 31 (see point 29 in the rules and regulations.) Campers are not allowed to be stored on site during the off-season. The peak time for flooding is in February and March when ice jams can form on the Platte River. These sites would be vacant at that time, providing greater pervious surface and reducing the risk for property damage.

The County Sheriff and Rural Fire Department were contacted but did not respond.

The attached site plan shows the locations of the proposed camper pads, septic holding tank and setbacks.

The mission statement indicates that the goal for the project

> "is to allow private, quiet, serene campsites for respectful families who want to relax and have the convenience of having a yearly semi-permanent place to camp. A place to kick back on the weekends, enjoy a campfire, a beautiful sunset, and non-powered water activities….such as kayaking, paddle boating, paddle boarding, swimming and catch and release fishing. Emerson Estates is a beautiful lake community that we believe is a very enjoyable place. We will expect nothing but the utmost respect from each of our campers. No loud parties and no high volume traffic will be tolerated."

The mission statement, lease and rules are attached.

The rules proposed by the applicant are strict with regard to the behavior and activities of tenants, requirements to maintain the property, a prohibition on jet skis, and limitations on guests of the tenants.

One letter of concern was received. It is attached.

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: Six camp sites are an appropriate use 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 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: Camp sites are an appropriate use on the lake.

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 limits 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. The proposed camp sites will not be occupied during peak flood season, and campers can be moved if there is a flood warning during the time that they are occupying the site. There should be minimal traffic noise. The site is not in an airport zone. Water pollution should not be an issue, state permits are required for any septic system, including holding tanks, that is installed.

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: Primary access to the site is from an arterial to a collector street.

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”;

The proposed lease, rules and regulations will minimize any potential burden related to 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: A holding tank is proposed that will be pumped on a regular basis. The applicant does not propose a septic system at this time.

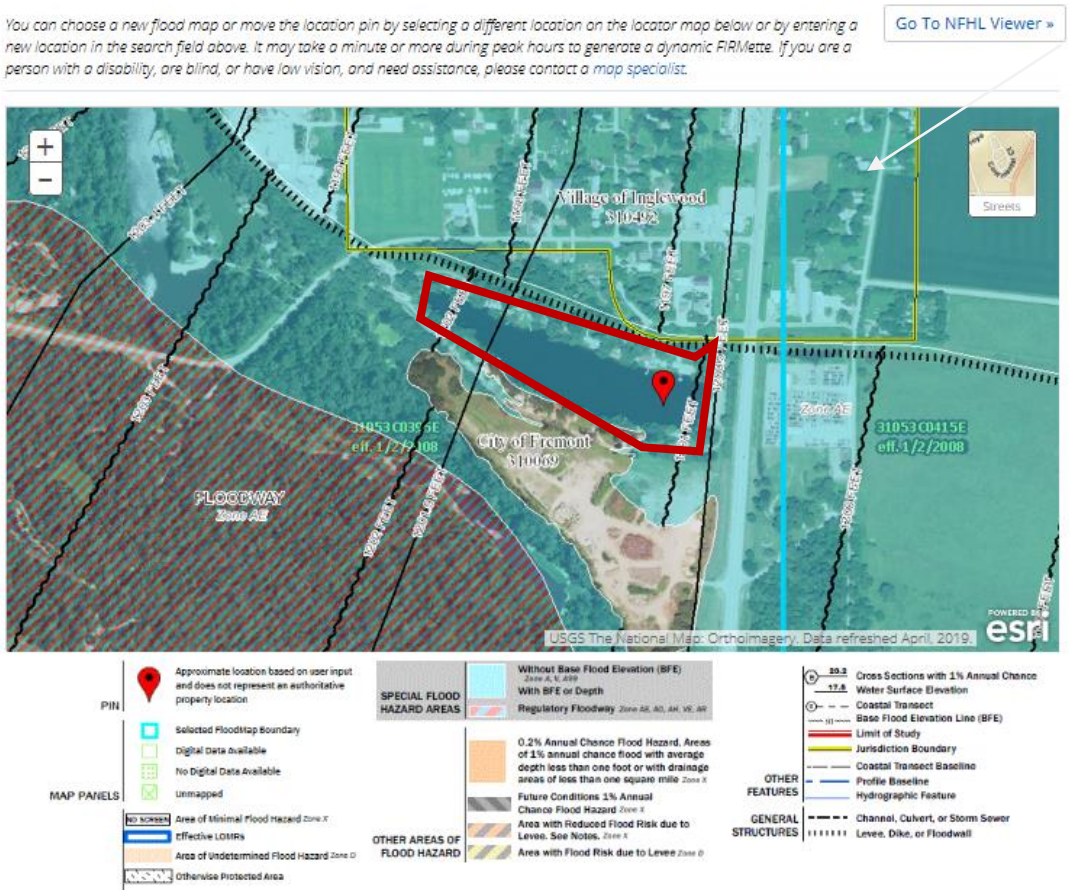
5. “The use operates in accordance with all other applicable federal, state, and local laws and, if additional permits are required, such permits were obtained prior to beginning operation.”

Finding: Compliance with all federal, state and local permits is required.

Staff Recommendation: Approval of resolution, which includes the conditions that:

- a flood plain development permit be approved,
- campers be road ready and in place only from April 15th to October 31st ,
- the attached rules & regulations and lease are adhered to,
- all state and local regulations related to well water and holding tanks be adhered to, and,
- all local, state and federal regulations be followed.

Map of Generalized location of application:



CORRECTION Tax Plat of

EMERSON ESTATES Subdivision

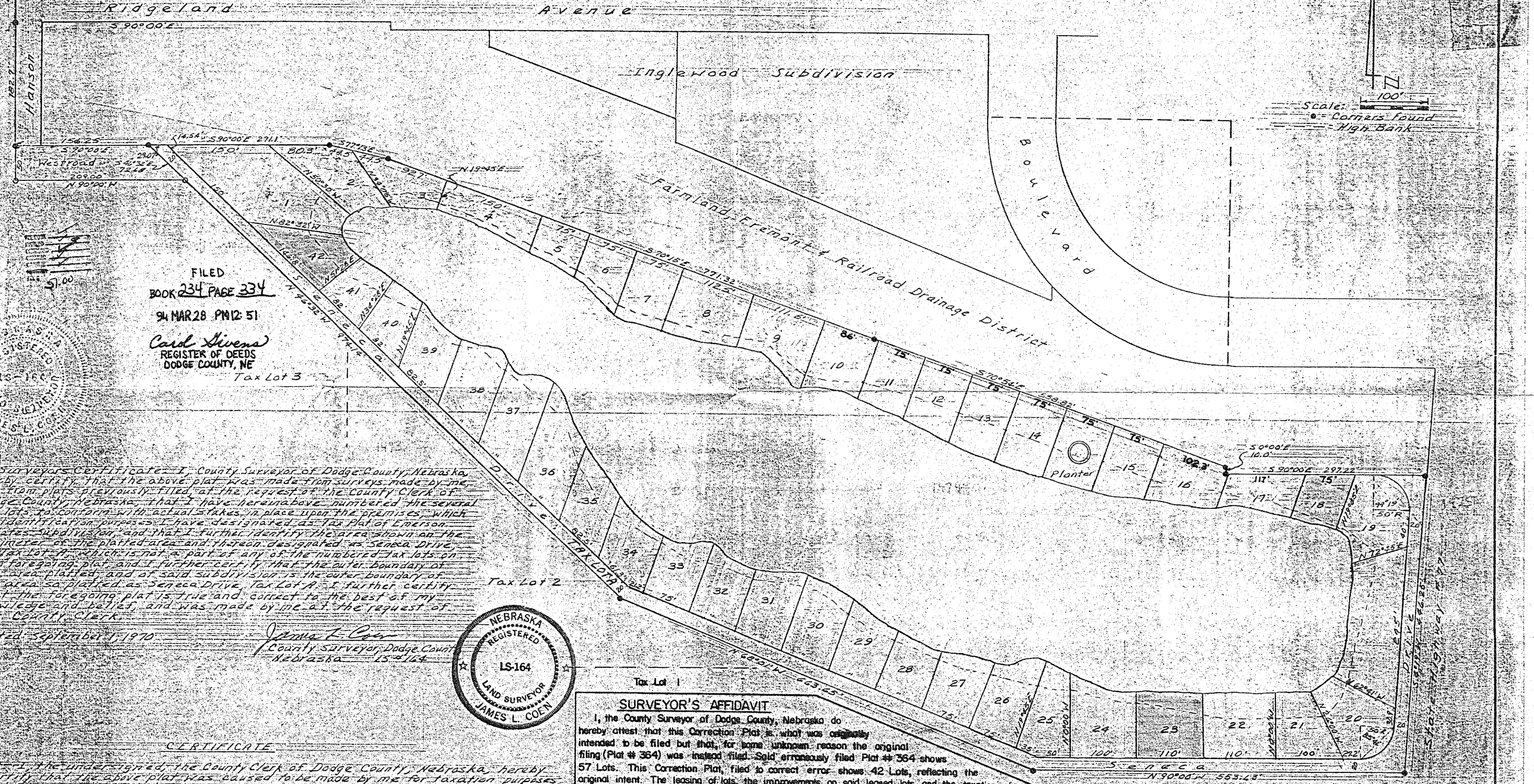
PLAT # 453

CORRECTION

A Tax plat of Sub-lot B of Lot 221, Lot 245, all of Lots 207, 208, 210, 211, 213 & 214 lying south of the Farmland Fremont & Railroad Drainage District right-of-way; the north 275 of Lots 48 & 49 lying west of Highway 77; the south 170 of Lots 54, 55 & 56; and Lots 209, 212, 215, 216, 217 & 218; all in Inglewood Subdivision in Sec. 26 & 27, T17N, R8E of the 6th P.M. & the subdivision of parts of T.L. #1 in SE¼ SE¼, T.L. #2 in NE¼ SE¼ & T.L. #3 in NW¼ SE¼ all in Sec. 27, T17N, R8E of 6th P.M.

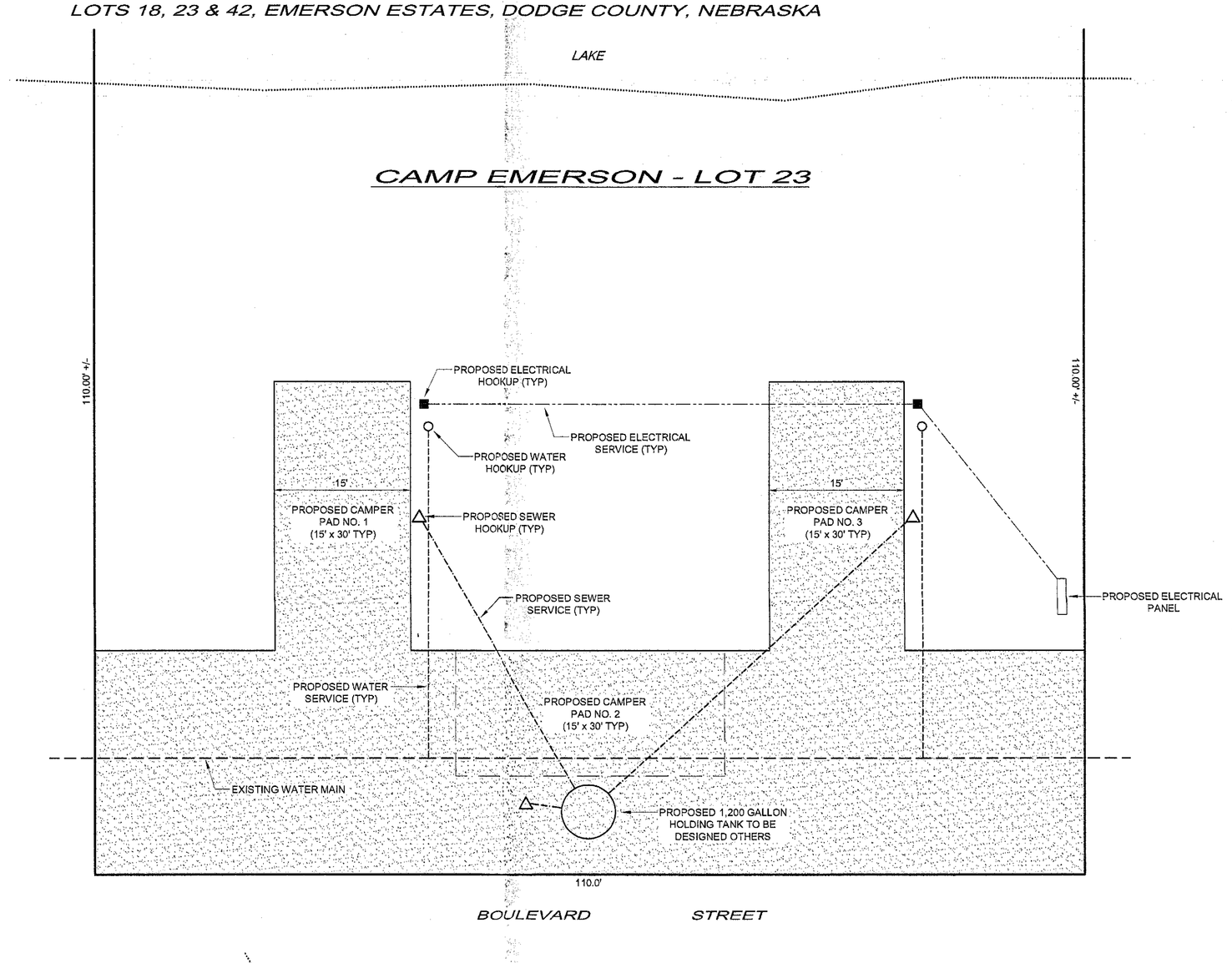
CORRECTION PLAT

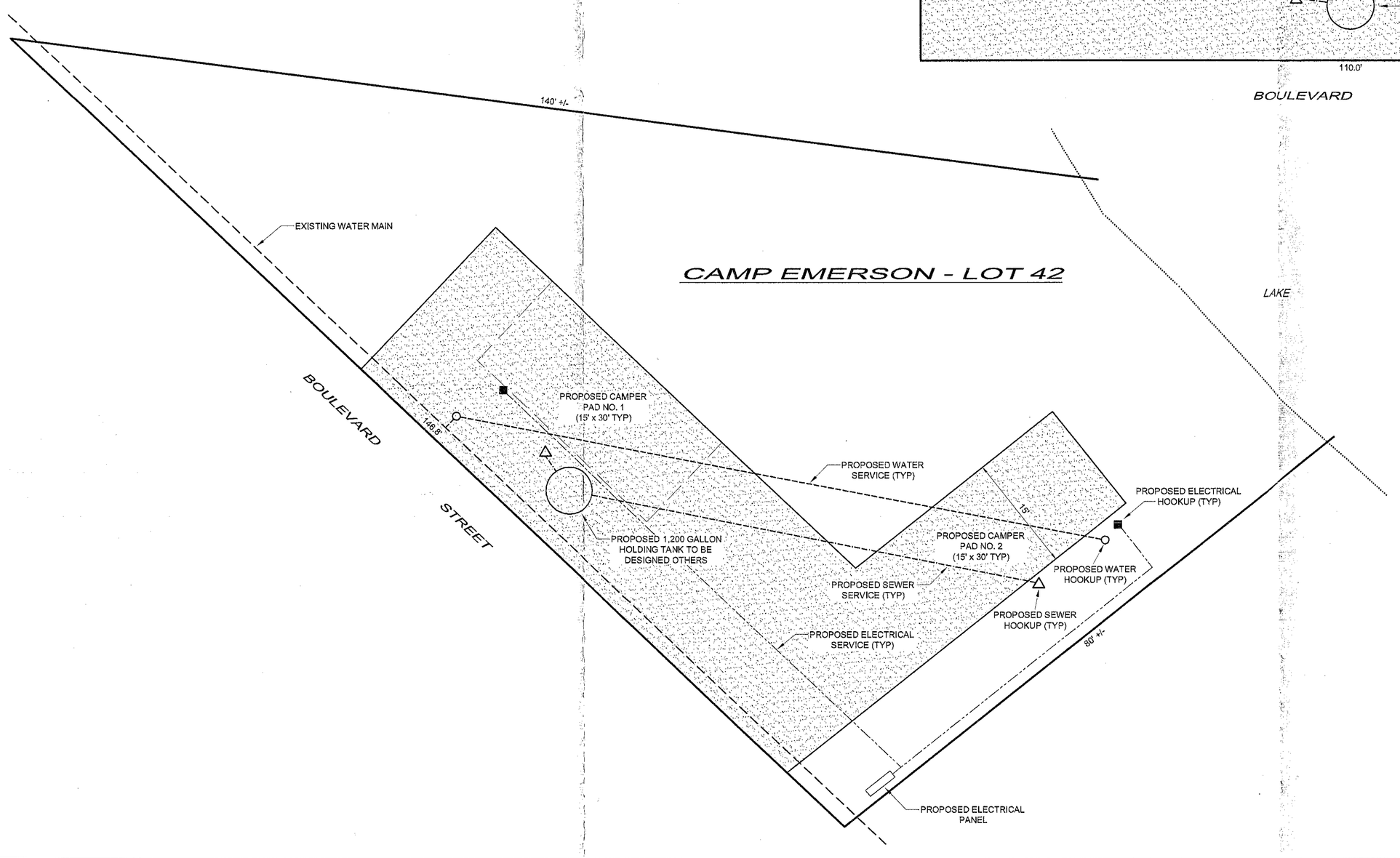
SEE AFFIDAVIT BELOW

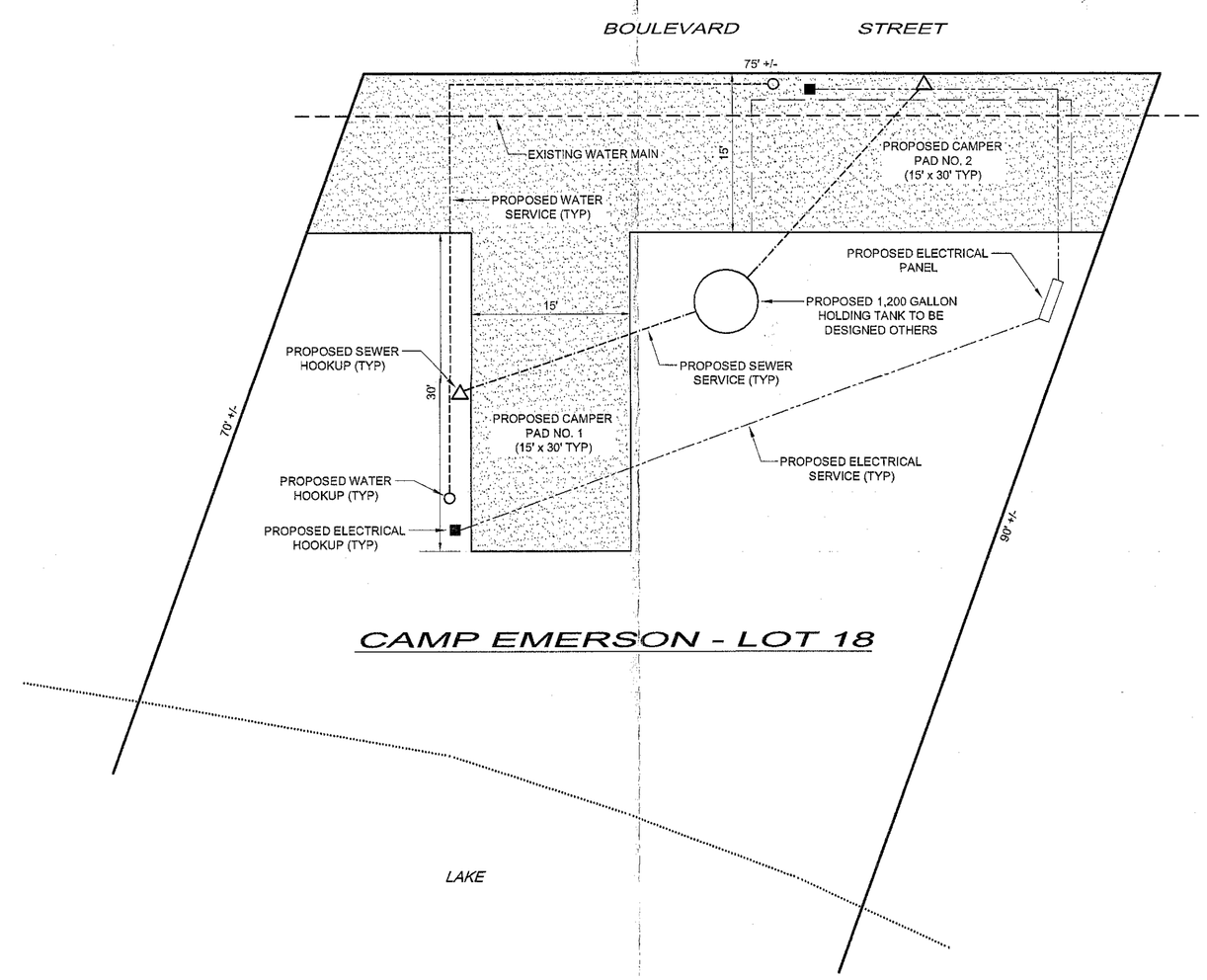

Ridgeland Avenue
S 90°00'E
Hanson
Inglewood Subdivision
Boulevard
Farmland, Fremont & Railroad Drainage District
Scale: 100'
Corners Found
High Bank
N
Westroad
Seneca
Drive
Tax Lot A
Tax Lot 3
Tax Lot 2
Tax Lot 1
Planter
N 90°00'W 563.43'
N 90°00'W 663.65'
S 70°15'E 771.32'
S 70°15'E 658.82'
N 19°45'E
N 82°32'W
N 72°32'W 974.1'
S 90°00'E 297.22'
S 0°00'E 10.0'
N 70°55'E
S 77°13'E
S 90°00'E 271.1'
S 90°00'E 156.25'
N 90°00'W 209.00'
S 90°00'E 290.7'
N 15°50'30"W
N 19°45'E 921'
N 19°45'E 443.5'
N 19°45'E 625'
N 19°45'E 625'
N 19°45'E 625

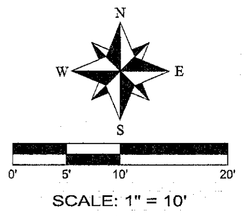
PROPOSED SITE PLAN
CAMP EMERSON

LOTS 18, 23 & 42, EMERSON ESTATES, DODGE COUNTY, NEBRASKA









APEX LAND SURVEYING, LLC
Danny Martinez, RLS
125 N. Clarmar Ave., Fremont, Nebraska 68025
(402) 720-9339 Office / Mobile
danm.surveying@gmail.com

Client: Classic Enterprises, LLC
4556 Pacific Street
Fremont, NE 68025

Sheet: PROPOSED SITE PLAN

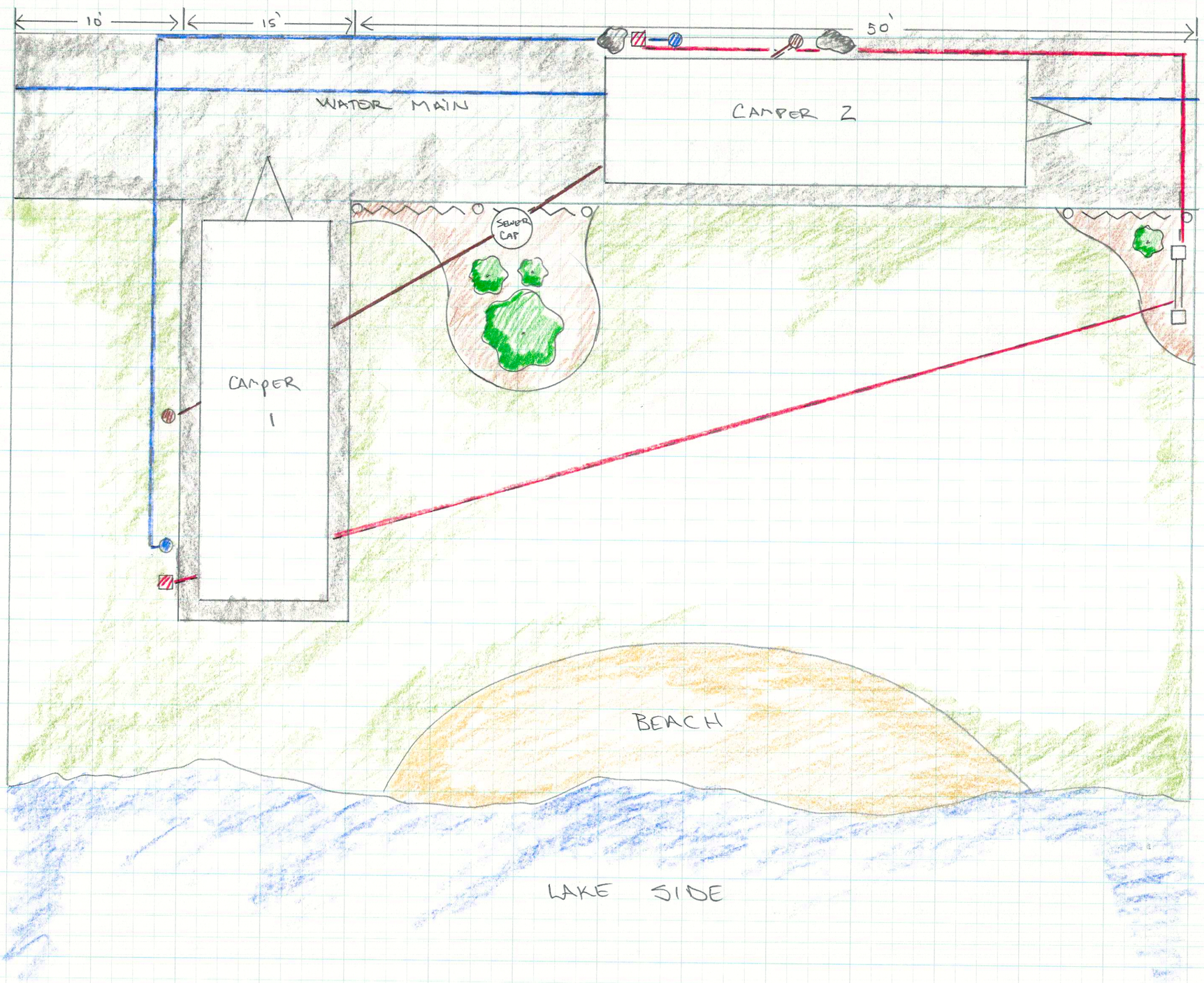
Project: CAMP EMERSON
LOTS 18, 23 & 42, EMERSON ESTATES, DODGE COUNTY, NEBRASKA

Client:	Classic Enterprises, LLC
Date: 02/14/2020	Project No.: 022-2020
Scale: 1" = 10'	Drawing File: 05-Emerson Estates-Camp Emerson-Site Plan
Sheet: 1 of 1	Issue No.: 1

CAMP EMERSON

720 BOULEVARD

LOT #18



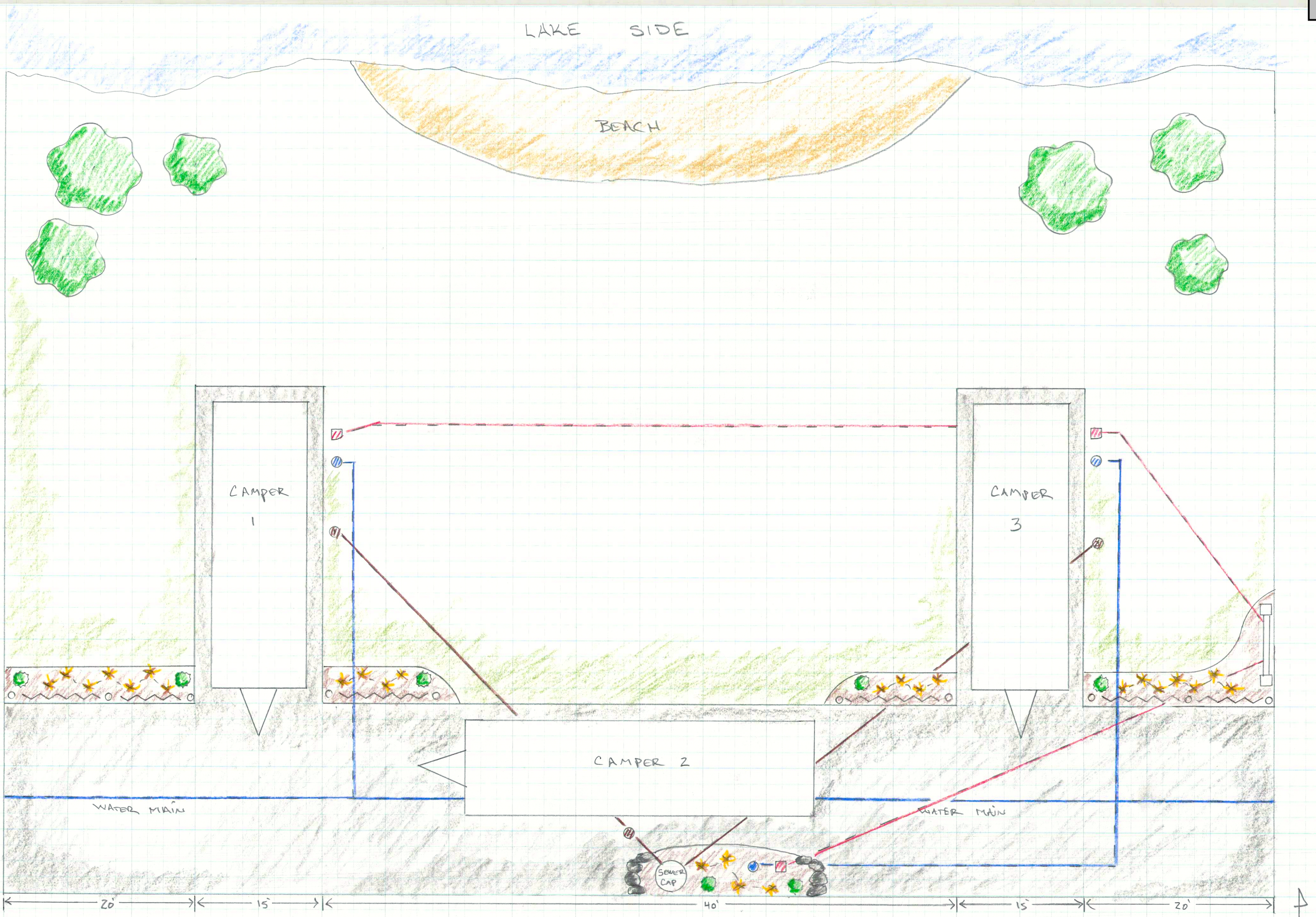
LEGEND

= ELECTRICAL

= WATER

= SEWER

= PARKING SURFACE

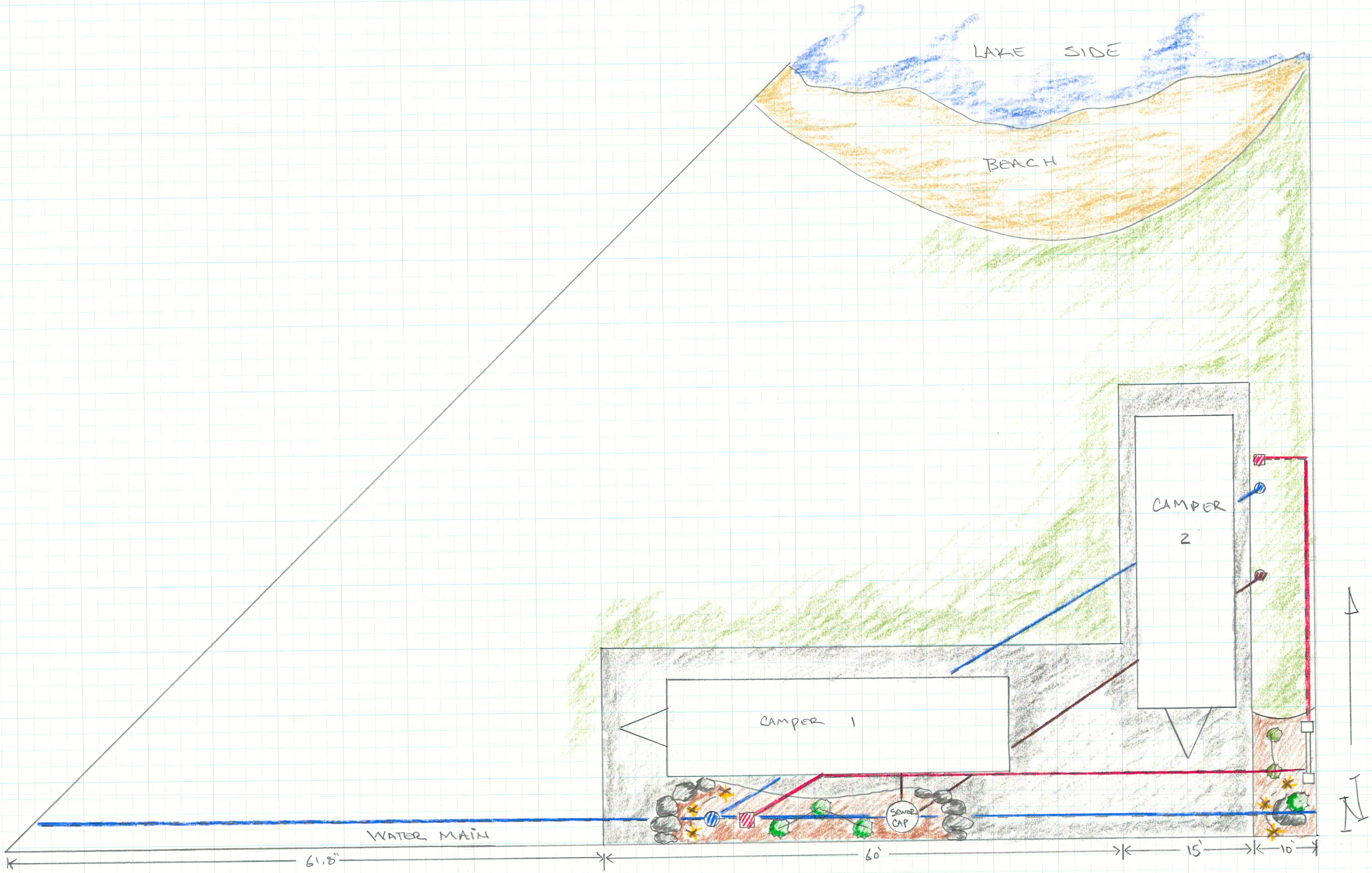


- - EXISTING ROAD - -
720 BOULEVARD

CAMP EMERSON LOT #23

LEGEND
= ELECTRICAL
= WATER
= SEWER
= PARKING SURFACE

N



CAMP EMERSON LOT #47

720 BOULEVARD

LEGEND
= ELECTRICAL
= WATER LINES
= SEWER
= PARKING SURFACE

Camp Emerson Mission Statement

Our goal for this project is to allow private, quiet, serene campsites for respectful families who want to relax and have the convenience of having a yearly semi-permanent place to camp. A place to kick back on the weekends, enjoy a campfire, a beautiful sunset, and non powered water activities.....such as kayaking, paddle boating, paddle boarding, swimming and catch and release fishing. Emerson Estates is a beautiful lake community that we believe is a very enjoyable place. We will expect nothing but the utmost respect from each of our campers. No loud parties and no high volume traffic will be tolerated. (find a copy of our camping lease included)

My wife and I have worked very hard over the last ten years to improve the environment of Emerson Estates. We have nothing but the best intentions for the current project (Camp Emerson) to succeed and only have positive effects on the current homeowners. We pride ourselves in our ability to set our sights on a common goal and stay focused on our tasks until everyone is satisfied.

We don't expect to walk through this process without meeting some opposition.....we have 5 or 6 residents at the lake that we have had "run ins" with in the last decade, some we have even been in front of a judge with. Ultimately all to better our community. I am sure those we have had "run ins" with will oppose. What this small minority does not represent is the 32 other residents (the majority) that respect us and even love us. We also love them. These people know we would never jeopardize their trust and have their best interest at heart always.

In closing, this is a fun and exciting project that we believe will add a new and fresh dynamic to our small lake community. We understand there may be some concerns and we are willing to sit down and answer any questions that anyone might have.

Thank You & Sincerely,
-Jason & Laura Griffis (Classic Enterprises LLC)

402-719-5517
402-719-5181

Camp Emerson / Emerson Estates
Lease and Regulations
Addendum - Rules, Regulations and Crime Free/ Drug Free

The purpose of these community Rules and Regulations are to assure not only the tenant who signs this Lease, but all residents and tenants of Emerson Estates Lakes Subdivision & Camp Emerson, that this will be a pleasant, attractive and enjoyable place. It is our sincere desire that this lake community has a quiet, serene atmosphere and an environment that will be enjoyable, both for yourself and your guests. We wish only that your activities be carried on with reasonable consideration of others living and visiting your community. We will expect nothing but the utmost respect from each of our seasonal campers.

A variance or waiver of certain provisions herein may be permitted with prior written approval by Lessor. A proposed waiver shall not be effective unless it is in writing and signed by Lessor. This is for the protection and benefits of everyone. Permission of a variance or waiver on one occasion shall not imply permission or variance or waiver on any other occasion not specifically provided for in the written permission. Please bear in mind that consideration of all residents and community appearance will be our first priority when we make such decisions. The following are Rules and Regulations on use of the property, which may be amended from time to time in the sole discretion of Lessor:

1. A current picture of the camping unit must be submitted to Camp Management for approval prior to securing a campsite lease. Incoming camping units must be easily movable. Wheels and hitches must remain intact while on Camp Emerson Property.

2. No unlawful activities, excessive noises, abusive or disturbing language, threatening or aggressive actions toward anyone or toward anyone's property, excessive use of alcohol, any type of illegal drug activity, nuisances and annoyances shall be allowed; No high volume traffic.

3. No Tenant or guests shall trespass on the property of other Tenants nor interfere with reasonable activities of other Tenants; Recreational activity in the streets is prohibited;

4. Discharge of fireworks, pyrotechnics any kind is forbidden except on written approval by Lessor. A fine of $50 will be charged for each item discharged in violation of this provision;

5. A campsite may not be used for any purpose other than that which is granted in this Lease; All camping units must be owner-occupied and subletting or renting of a camp unit or campsite by Tenant is not permitted without written consent of Lessor; Lease holders may not rent, sub-lease or sublet a seasonal site. Any violation of this policy will result in immediate lease termination.

6. All adults that are not registered on the original Lease must be processed through a background screening service and must meet the same criteria as other owners before occupancy and and failure to comply with this regulation will result in immediate rejection of the occupant;

7. No prospective seasonal tenant with a known criminal history will be accepted for tenancy without written permission of Lessor;

8. The adult with whom the agreement is made is responsible for the financial obligations of leasing a campsite, as well as the conduct and behavior of all people occupying the campsite. Overnight sleeping is prohibited outside registered camping units; tents will be allowed if approved prior and will not be allowed for more than a three day term.

9. Tenants are fully responsible for the conduct of their guests and must accompany them throughout the lake area. Tenants must inform their guests of the rules and regulations and inform them they must abide by the rules and regulations; There shall be no visitors without the accompaniment of a Tenant;

10. Hunting and the use of firearms are prohibited;

11. All garbage and trash shall be removed at least once per week, kept in cans with lids and must be sealed. No cans shall be visible, except on garbage days and then only if pickup is done curbside. Trash and garbage shall not be allowed to accumulate on Tenant's leased property nor be placed in the lake. Any garbage or trash left on a lot will be picked up by Classic Enterprises and a charge for that pickup will be charged to the Tenant; Disposal of trash must be managed and disposed of by the tenant. No trash burners are allowed; You are however allowed to burn wood and have campfires in a approved fire ring.

12. Outside portable toilets are banned from all campsites.

13. Pets must under control at all times and, when outdoors, kept in a fenced-in area, tied up on a leash or kenneled and must never be allowed to run at large; Guests are not to bring any pets without prior approval from Lessor; No horses or livestock shall be kept on the property;

14. No alterations or additions of rooms, cabanas or enclosures shall be made to the property or outside structure of any kind built or installed without the prior written permission of Lessor;

15. Lawns, shrubs and any gardens shall be weeded and maintained at all times; lots shall be kept clean and in good repair; Tenants are responsible for the maintenance of their campsite and camping unit, including maintaining a neat appearance. Classic Enterprises will mow if needed and will not be responsible for any damages caused to the camping unit or personal property. Failure to properly care for a campsite will result in the intervention of Classic Enterprises at the expense of the tenant.

16.The speed limit upon the roads on the subdivision is 20 m.p.h.;

17. Tenants shall not use adjacent roads for parking of vehicles by themselves or guests but rather shall allow adequate parking facilities within the boundary of leased premises; No parking in the street or road is allowed as the road is the only access for emergency Vehicles; Guest parking in excess of forty-eight (48) hours must be properly identified by placement of a name and lot number where the guest is visiting. Lessor should also be notified to prevent towing or impoundment;

18. No fences or plantings shall be erected which will unnecessarily obstruct the view of the lake of other Tenants;

19. No fishing boats in excess of 10 h.p. are allowed; NO Jetskis, no obnoxious boat noise will be tolerated.

20. Any water/lake activities are at your own risk. Swimming, paddleboarding and kayaking etc. are allowed.

21. Fishing is catch and release only for seasonal campers.

22. No pools are allowed on the premises except "kiddy pools" with a water depth of six (6)inches or less and must be removed daily;

23. No dredging or grading or dumping dredge material into the lake is permitted without permission of Lessor.

24. Any improvement to the exterior of a camping unit must first receive approval in writing from Classic Enterprises. A diagram with the proposed improvements must be submitted to Classic Enterprises with dimensions, materials, trailer site number, and who will be doing the work. Improvements are limited to non-permanent steps, patio, decks and docks.

25. Tenant shall use the highest degree of care to keep the premises safe, clean and sanitary to comply with applicable standards of all applicable housing and building codes;

26. Tenant shall refrain from carrying on any use of the premises which would be deemed hazardous by the insurance carrier of the premises;

27. Tenant shall refrain from storing or keeping unlicensed motor vehicles, non-operational motor vehicles, unlicensed motorcycles, non-operational motorcycles,

28. Patios and decks shall not be used for storage of anything not authorized. Only lawn or patio furniture shall be allowed on decks, patios or lawns. Storage is limited to patio furniture, portable grills, bicycles and neatly stacked firewood. Items that are not labeled for outdoor use (indoor couches or furniture, etc.) may not be kept outside the trailer at any time. Off-season storage is not permitted.

29. Leases are not valid for year-round occupancy. Campers will not be stored at Emerson Estates during the winter. Camp Emerson is closed from November 1st until April 15th and storage or use of camping pads is prohibited.

30. No dismantling and/or repairing of automobiles, trucks, boats, motorcycles or trailers shall take place on the premises;

31. No disabled vehicles, or vehicles without current registration or licensing, shall be parked on the premises and Tenant will be responsible for any damage to the lot, pavement or driveways caused by oil or other fluids;

32. No commercial vehicles and/or equipment shall be on the premises at any time without written permission from the Lessor. The parking of semi trucks or trailers on the premises or roadway areas at any time is strictly prohibited;

33. No Tenant shall use neighboring vacant lots for personal storage, parking, dumping trash, gardens, trampolines or for any other purpose in the absence of express written permission of the Lessor;

34. Tampering with any electrical utility panel is a felony under the penalty of law. Outside lighting on a camping unit is permitted but must be respectful of others around. Propane tanks must be safely secured to camping unit.

35. If a lot is not kept up to any of the above standards, Lessor reserves the right to have the lot brought into conformance with those standards at Tenant's expense. All charges shall be considered additional rent and shall be billed to the Tenant. Tenant will incur a minimum charge of forty dollars ($40) per hour.

36. Quiet hours are from 10pm until 8am. Loud parties, nuisance or disrespect to neighbors will not be tolerated.

Failure to comply with Camp Emerson lease policies may result in eviction, the removal of unit at the owner's expense, and the forfeiture of all fees and deposits paid. Leases are not transferable. A new lease must be obtained for all new arrivals, and new ownership of an existing trailer. Leases are automatically terminated with a sale or permanent removal of any camping unit.

The purpose of the Rules and Regulations are to provide a community and lake area that will be neat, clean, quiet, safe and enjoyable for all the residents and seasonal campers. Let us all work together to make our community a wonderful place to enjoy. Please help by observing the above rules and regulations.

The Lessor reserves the right, upon thirty (30) days' written notice, to make changes, additions or addendums to the Rules and Regulations. These Rules and Regulations and the Lease may contain similar provisions regarding the conduct of the residents. If there is a conflict between the similar provisions, the stricter standard shall be deemed to be the one used. The Lessor will not be held responsible for the loss or damage to property or vehicles of the resident or guest by fire, theft, acts of God or personal injury at any other place in Emerson Estates Lakes Subdivision and Camp Emerson.

CRIME FREE/DRUG FREE

In consideration of the execution or renewal of the Lease, Lessor and Tenant agree to the following:

1. Neither Tenant nor any member of the Tenant household, nor any guest or other person under the Tenant's control, shall engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. Section 802]).

2. Neither Tenant, nor any member of the Tenant household, nor any guest or other person under the Tenant's control, shall engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.

3. Neither Tenant, nor any member of the Tenant household, nor any guest or other person under the Tenant's control, shall permit the premises to be used for, nor facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

4. Neither Tenant, nor any member of the Tenant household, nor any guest or other person under the Tenant's control, shall engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance as defined by the local sheriff or police, at any locations, whether on or near the premises or otherwise.

5. Neither Tenant, nor any member of the Tenant household, nor any guest or other person under the Tenant's control, shall engage in any illegal activity, including prostitution, criminal street gang activity, threatening or intimidating activities, assault – including but not limited to the unlawful discharge of firearms on or near the dwelling premises – or any breach of the Lease that otherwise jeopardizes the health, safety and welfare of the Lessor, Lessor's agent or other persons, or involving imminent serious property damage.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF ANY AGREEMENT AND/OR LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any provisions of this Addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of any Lease. There is no "good cause" requirement of Nebraska for lease terminations. Unless otherwise prohibited by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence. (Any violation of paragraphs 1 through 5 of this Addendum shall be a nuisance and Lessor may terminate any Lease pursuant to State law.)

7. In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of this Addendum shall govern.

Lessor: Classic Enterprises, LLC, Tenant(s): Read, Understood and Accepted
A Nebraska Limited Liability Company
By _____ _____
Jason & Laura Griffis, President
Date: _____ _____
Date: _____

SEASONAL CAMPING LEASE AGREEMENT/ CAMP EMERSON

This Seasonal Camping Lease Agreement ("Lease") is made on the _____ day of _____, 20___, between the Tenants, _____ ("Tenant") and the Landlord, **CLASSIC ENTERPRISES, LLC, a Nebraska Limited Liability Company** ("Landlord"). The word "Tenant" means each Tenant named above.

1. JOINT AND SEVERAL RESPONSIBILITY. The Tenants are jointly and severally responsible under this Lease.

2. PROPERTY. The tenant agrees to lease from the Landlord and the Landlord agrees to lease to the Tenant the property known as Lot No. _____, Emerson Estates Subdivision, Fremont, Nebraska ("Property"). The address of the Property is _____, Fremont, NE 68025.

3. TERM. The term of this Lease shall commence on the 1st day of _____, 20____, and run continuously through the ____ day of _____, 20___.

4. RENT. The Tenant agrees to pay yearly rent of _____ Dollars ($_____) in advance, without demand, deduction, or set off on or before the first day of campsite use. Commencing on the first day of _____, 20__, to Landlord. This rent covers one season or Term at Camp Emerson.

5. USE OF PROPERTY. The Tenant may use the Property only as a single family recreation camping unit and shall be restricted to _____ (___) occupant(s), namely, _____. _____ Tenant agrees not to assign this Lease or to sublet or transfer possession of the premises without the written consent of the Landlord.

6. UTILITIES. Tenant agrees to pay for and be responsible for all utility and garbage removal charges and to have those services transferred in to the name of the Tenant effective upon occupancy of the premises. Tenant covenants to continuously contract for such utility and garbage removal services throughout the term of this Lease. In the event Tenant fails to have utility and garbage removal services transferred to its name, Landlord shall have the right, at Landlord's option, to: (a) declare Tenant in default and terminate this Lease, (b) add said utility and garbage removal charges to the monthly rental of the Tenant together with an accounting/administration fee of Ten Dollars ($10.00) per month. Absent Landlord's willful misconduct, Landlord shall not be liable to Tenant, his guests or invitees for damages, including loss or damage to personal property, for failure or delay in furnishing any services, utilities or garbage removal services to be furnished by Landlord when occasioned by needed repairs, strikes or other labor controversy, accident, or due to any other cause whatsoever.

7. ADDITIONAL RENTAL. Tenant agrees to pay, in addition to the stipulated rental, all sums, damages, costs and expenses which landlord may incur due to any failure of Tenant to comply with any covenants of this Lease, including costs and repairs necessary to restore or re-lease the premises, and any damages to the premises caused by any act of Tenant, his/her family, guests, employees, animals, invitees, or licensees. Any charges under this section, or any other section, shall be deemed to be additional rental, and in collecting same, Landlord

shall be entitled to the same remedies as Landlord has for unpaid rent. In the event sums are advanced by Landlord, interest shall accrue at the rate of 16% per annum.

8. CONDITION OF PREMISES. Within seven (7) days of move-in, Tenant shall inspect the dwelling unit and then sign and deliver to Landlord a report as to its condition. By signing said report, or by failing to provide such report, Tenant acknowledges acceptance of the dwelling unit and that it is at the time of inspection in good order, repair, and in a safe, clean and tenantable condition except as specifically excepted by the Tenant. When Tenant vacates, Landlord or his/her agent shall inspect the dwelling unit and Landlord will give Tenant a written statement of charges, if any, which Tenant shall immediately pay.

9. INDEMNIFICATION. Tenant will indemnify and save Landlord harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of personal injury, and/or damage to property, arising from any act or omission of Tenant, its agent, family, employees, occupants, servants, guests or invitees, pets or licensees.

10. CARE OF PERSONAL PROPERTY. Tenant agrees that all property kept in the Premises shall be at the risk of Tenant. Tenant further agrees to indemnify and hold Landlord harmless from any loss, lawsuit, or damages incurred as a result of any loss or damage sustained by action of any third party, fire, water, theft, or the elements, or for loss of any articles from any cause from said Property or any other portion of the premiss. Tenant also indemnifies and holds Landlord and Agent harmless from any lawsuit or damages resulting from any injury to Tenant, Tenant's family, guests, employees, agent, invitee, or any person entering in or upon the premises. Tenant shall be responsible for obtaining fire, extended coverage and liability insurance with respect to the contents of the premises.

11. DAMAGE OR DESTRUCTION OF PREMISES. Other than through Tenant's negligence or willful act or that of their employee, family, agent or invitee, if the leased premise or any part thereof shall sustain damage by fire or other casualty, but a substantial part continues to be fit for occupancy and use, then a fair and just proportion of the rent, according to the nature and the extent of the damage, shall be suspended, and so continue until said premises are repaired by Landlord for full occupancy by Tenant. If the premises shall be so damaged to an extent that enjoyment of the unit is substantially impaired, the Tenant may terminate this Lease by giving written notice of his intention to do so within fourteen (14) days after such casualty. If the premises are damaged to an extent that repairs are unfeasible, or Landlord elects not to repair the premises, then Landlord may terminate the Lease, and rental payments shall abate from the date of termination of the Lease.

12. ILLEGAL DRUGS. Tenant shall not possess, sell, or manufacture any illicit drug or controlled substance on or around the leasehold premises nor allow the possession, sale or manufacture of any illicit drug or controlled substance on or around the leasehold premises. Any violation of this paragraph shall result in the immediate termination of this Lease.

13. LEAD WARNING STATEMENT. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant

women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord states and Tenant hereby acknowledges that the Landlord has no knowledge of the presence of any lead-based paint hazards in the leasehold premises and has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the leasehold premises. Tenant hereby affirms receipt of the lead hazard information pamphlet required under 15 U.S.C. 2696.

14. EVENTS OF DEFAULT. At the option of the Landlord, the following shall be considered Events of Default under this Lease:

a. Nonpayment of rent, or any part thereof, at times hereinbefore specified;

b. Default in the performance of or the compliance with any other term or condition of this Lease;

c. If at any time during the course of the Lease there shall be filed by or against the Tenant in any court a petition in bankruptcy or insolvency or for reorganization or appointment of a receiver or trustee of all or a portion of the property of the Tenant, or if the Tenant makes an assignment for the benefit of his creditors.

15. TERMINATION OF RENTAL AGREEMENT. This Lease may be terminated by the Landlord after the occurrence of one of the default provisions in Paragraph 15. Specifically, this Lease may be terminated by the Landlord in the event Tenant fails to cure any breach of this Agreement within three (3) days of written notice by Landlord, however, Tenant shall continue to be liable for payment of all rent and any other damages allowed by law. Upon such termination, Landlord shall be entitled to pursue all available remedies under Nebraska law.

16. ABANDONMENT If at any time during the term of this Lease Tenant abandons the demised premises or any part thereof, Landlord may, at its option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Tenant for damages or for payment of any kind whatever, and may, at its discretion, as agent for the Tenant, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting and, at Landlord's option, hold Tenant liable for the difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if the Lease had continued in force, and the net rent for such period realized by Landlord by means of reletting.

If Landlord's right of re-entry is exercised following abandonment of the premises by the Tenant, then Landlord may consider any personal belongings of the Tenant and left on the premises to have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of any and all liability for doing so.

17. WAIVER. Landlord's waiver of any breach by Tenant of the covenants herein shall not constitute a waiver of any subsequent breach.

18. VALIDITY OF LEASE. It is agreed and understood that this Lease is intended to be in full compliance with all provisions of the Nebraska Residential Landlord and Tenant Act. Sections 76-1401 to 76-1449 of the Nebraska Revised Statutes. In the event a final Court decree rules any individual provision in non-compliance, the remainder of this Lease shall continue in full force and effect.

19. ADDITIONAL PROVISIONS.

_____

_____

_____

20. PARTIES. The Landlord and each of the Tenants are bound by this Lease. All parties who lawfully success to their rights and responsibilities are also bound.

21. ENTIRE LEASE. All promises the Landlord has made are contained in this written Lease. This Lease can only be modified changed or amended by an agreement in writing by both the Tenant and the Landlord.

22. ENTRY BY LANDLORD. Upon reasonable notice, the Landlord may enter the property to provide services, inspect, repair, improve or show the property. In case of emergency of the Tenant's absence, the Landlord may enter the property without the Tenant's consent.

23. ACCEPTANCE. By the execution of this Lease the Tenant acknowledges that he has read this Lease and agrees to the terms and conditions herein or attached hereto.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the date first above written.

CLASSIC ENTERPRISES, LLC, a Nebraska
Limited Liability Company, Landlord

By _____
Jason & Laura Griffis,
President and Managing Members

_____
Tenant

Theresa Mckinley

Inglewood Resident

545 Ridgeland Ave
Fremont, NE 68025
402.657.4997
tjmckinley.tm1@gmail.com

13 March 2020

Planning Commission
Planning Department
400 East Military Ave
Fremont, NE 68025

This letter is simply to voice my concern with the proposed campsites on Emerson Estates lots. I own property that sits along the dike and have lived here since 2010. My concerns may not influence your decisions however, these are legitimate concerns and I live very close to where the lots are located.

I am home everyday since I am a stay-at-home mom. We are outside the majority of the time when the weather permits. We spend quite a bit of our time playing in the garden and walking our dogs. It is very quiet and peaceful the majority of the day and I'd like to keep it that way. We do walk along the dike and through the neighborhood picking up trash often. If there are campsites the likelihood of having more trash blowing around is unavoidable. Not only is the trash a concern but also the noise level and open fires. Smoke in our home there's a huge concern because it does cause so many health problems. Often I find that when we open the windows we have to close them because someone has started a fire. It is very frustrating to not be able to have your windows open in your own home because of the polluted air. I realize noise is petty but when you have campers you will have drinking and when people are drinking that tends to create noise. With 4 locations within walking distance from Emerson estates that sell liquor (the windmill being extremely close) I feel that encourages drinking.

I realize that all these things are nothing but complaints and I sound like a crabby old lady. I'm just a young 30-something mother who stays at home with her daughter, I am not in favor of having strangers camping out in my backyard essentially on a regular basis. I do not want smoke blowing in my windows during the spring and summer months when I should be able to open them for fresh air. There's a liquor store walking distance from me, and that will most certainly encourage more drinking and more noise. What it boils down to this is a residential community and having campsites intermingled amongst permanent residents is ridiculous. I'm not in favor of these campsites whatsoever.

Sincerely,

Theresa McKinley
Inglewood Resident

	Emerson Estates 720 Boulevard	
	Residents/ Contracted Lessees	
		Those that are in Favor of Camp Emerson Approval
LOT #1	Marlene Bedke	
LOT #2	Danny Taylor	
LOT #3	Still FLOOD Damaged/ Classic Enterprises	**YES**
LOT #4	Gage Daughtery	**YES**
LOT #5 & 6	Matt & Brandy Tulak	**YES**
LOT #7	Chad Cutts	
LOT #8	Edward Loewe	
LOT #9	Mike & Denise Hendrickson	
LOT #10	Douglas Mckenzie	
LOT #11	Cody Timmerman	
LOT #12 & 1/2 #13	Delphina Bloebaum	
LOT #14 & 1/2 #13	Randy & Brenda Hansen	
LOT #15	Ross & Deb Devore	
LOT #16	Cortney Schaefer & Don Timbrook	**YES**
LOT #17	Still FLOOD Damaged/ Classic Enterprises	**YES**
LOT #18	**Empty Proposed Camping Lot**	**YES**
LOT #19	Hugh Pedersen / H&M Developements	**YES**
	Commons/ Community Beach	**YES**
LOT #20	Perry Cole	**YES**
LOT #21	Empty Lot	**YES**
LOT #22	Wilbur & Diane Rayl	**YES**
LOT #23	**Empty Proposed Camping Lot**	**YES**
LOT #24	Charles & Michelle Mellinger	**YES**
LOT #25	Craig Norman	
LOT #26	Empty Lot	**YES**
LOT #27	Robert Oberg	**YES**
LOT #28	Empty Lot	**YES**
LOT #29	Harold & Tami Taylor	**YES**
LOT #30	Lorie Chrastil	
LOT #31	Bryce Lambley	
LOT #32	Angela Gresar	**YES**
LOT #33	Vacant Home	**N/A**
LOT #34	Vacant Home	**N/A**
LOT #35	Matt & Angel Holland	**YES**
LOT #36	Sheila Hageman	**YES**
LOT #37	Mike & Kristi Cone	**YES**
LOT #38	Empty Lot	**YES**
LOT #39	Linda Cutts	
LOT #40	Hunter Nathan & Paige Peterson	**YES**
LOT #41	Jerry Gohr	**YES**
LOT #42	**Empty Proposed Camping Lot**	**YES**

CAMP EMERSON PETITION FOR APPROVAL

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Thank You & Sincerely,
-Jason & Laura Griffis (Classic Enterprises LLC)
402-719-5517 402-719-5181

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We the undersigned affix our signatures and address to this petition in support of Camp Emerson.

Emerson Estates
720 Boulevard
Fremont, NE 68025

CAMP EMERSON PETITION FOR APPROVAL

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LOT #3 720 BLVRD

720 Boulevard Lot #4
Fremont, NE

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Awesome idea!

Carson Rubat

720 Boulevard Lot #5
Fremont NE

CAMP EMERSON PETITION FOR APPROVAL

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Brandy Tulack _____

Matthew [illegible] _____

_____

_____

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Donald [illegible]

720 BOULEVARD #16

CAMP EMERSON PETITION FOR APPROVAL

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720 Boulevard Lot #17
Fremont, NE 68025

720 Boulevard Lot #19
Fremont, NE

CAMP EMERSON PETITION FOR APPROVAL

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HUGH PEPERSEN
(H+M DEVELOPEMENT)

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Larry Cole Sr 720 Boulevard # 20

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Wellie Rogs 720 Blvd #22 Fremont, NE

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Charles J Melling 720 BOULEVARD LOT #24

Michelle L. Melling 720 Boulevard Lot #24

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Robert A Oberg
720 Boulevard st. Lot #27
Fremont, NE 68025

CAMP EMERSON PETITION FOR APPROVAL

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Harold Taylor 720 BLVD ST LOT
HAROLD TAYLOR #29

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Angie Shesler 720 BLVD Lot 32 Fremont NE 68025

720 Boulevard Lot #35
Fremont, NE

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Angel Hedland
Matt Hall

CAMP EMERSON PETITION FOR APPROVAL

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Our goal for this project is to add six private, quiet, serene campsites for respectful families who want to relax. We want to allow mindful, considerate weekend campers/ families to have long term (summer) spots available (from May- October) to come and enjoy the outdoors. To enjoy Emerson's sunsets, campfires, water sports such as paddle boating, paddle boarding, kayaking, swimming & catch and release fishing! Not to mention the possibility of making new friends and relationships with the great residents around the lake.

Emerson Estates is a beautiful lake community that we believe is a very enjoyable place. We will expect nothing but the utmost respect from each of our campers. These 6 families will individually sign a lease and a 6 page addendum with rules, regulations and our crime free/ drug free policy. We will hold them liable to the lease and addendum. We are only planning to use 3 of our empty lots. These lots are #18, #23 and #42.

In no way do we want to take away from the quiet peacefulness of our lake residents but to add to the dynamic with some new fun campers and great families. We always have Emersons residents best interest at heart and give the lake community our word that the campsites will be run in such a way that they will not detract from their day to day life. No loud parties or high volume traffic will be tolerated. We have nothing but the best intentions for the current project (Camp Emerson) to succeed and only have positive effects on the current homeowners. We pride ourselves in our ability to set our sights on a common goal and stay focused on our tasks until everyone is satisfied.

Thank You & Sincerely,
-Jason & Laura Griffis (Classic Enterprises LLC)
402-719-5517 402-719-5181

Please join us and show us your support in this new journey as we move toward the future of Emerson Estates by extending the recreation of the lake to fun and exciting camping activities.

We the undersigned affix our signatures and address to this petition in support of Camp Emerson.

Shula M Nageman 720 Boulevard St #36
FREMONT NE 68025

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X [illegible] 720 Boulevard LOT 40

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We the undersigned affix our signatures and address to this petition in support of Camp Emerson.

Jerry John 720 Boulevard lot 41

Submitted at Planning Commission 3/16/2020

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Dan Taylor Lot 2 Emerson Estates

March 11th 2020

How does this Benefit me?

Free Rent or What?

Submitted at Planning Commission 3/16/2020

To Whom it May Concern: March 11, 2020

We the residents of Emerson Estates urge you to deny this request for a conditional use permit. Based on (but not limited to) the following reasons.

1. In order for a zoning change to be warranted the circumstances of the property need to have changed or there was a mistake in the original zoning decision. Neither of these instances apply to this conditional use permit. Emerson Estates has full-time residents and have purchased homes under the assumption that this was a sole-residential home lake.

2. This zone change will be inconsistent with the surrounding property uses. In order for zoning changes to be granted the applicant must show that property values and quality of living will not be affected, this standard will not be met because the property values of the homes that are owned on the lake will likely be lowered. And the increased traffic on the roads and lake will change the current use.

3. The proposed conditional use permit is inconsistent with the Fremont Comprehensive Plan. Specifically the Neighborhood Conservation classifications in Chapter 2 page 5 characterizes the definition of "Neighborhood Conservation" as it relates to Lake Residential lots as a "land use system generally related to the use rather than character of land." This plan designates that land use and infill must follow the current character district in order to "better portray the intended outcomes of development, which offers assurance to neighboring property owners and allows quantification of the associated development impacts."

4. This proposed permit will add additional stress to public services. For example, the parks and recreation department. As it stands currently the only boats that are allowed on the lake are small engine boats and they are owned by residents and stay on the lake. With a turnaround of campers there is no jurisdiction overseeing the boats that are in and out of other lakes which facilitates the spread of invasive species.

For these reasons and more we ask that you deny the request for a conditional permit use at 720 Boulevard.

Signature	Name	Address
Deb & Ross Devore	Ross & Deb Devore	720 Blvd St Lot 15
Marlene Bedke	Marlene Bedke	720 Blvd St Lot 1
Linda Cutts	Linda Cutts	720 Blvd #39

Signatures continued from page 1. (Request to deny conditional use permit at 720 Boulevard, Fremont, NE)

Signature	Name	Address
~~[illegible]~~	~~Sheila Hagemann~~	~~720 Boulevard #3~~
Denice Henrickson	Denice Henrickson	720 Blvd St #9
[illegible]	Deb Timmerman	720 Blvd #11
[illegible]	Michelle Gehrke	720 Blvd #11
Don Taylor	Don Taylor	Lot 2
[illegible]	Cody Timmerman	Lincoln NE
Brenda Hansen		720 Boulevard St Lot 14
Edward Loewe	Edward Loewe	1120 Meadowlane
Jessica Hagedorn	Jessica Hagedorn	544 E Park St.
Michael Henrickson	Michael Henrickson	720 Blvd St Lot 9
Lorie J Chrastil	Lorie J Chrastil	720 Blvd #30
Mark Carpenter	MARK J. CARPENTER	720 BLVD #30 FREMONT

Submitted at Planning Commission 3/16/2020

To Whom it May Concern,

My wife and I are not happy about them bringing campers in here. This is not a State Park! This is a private lake and that is what we purchased when we moved here 30 years ago. These campers will bring more traffic on the roads and the lake and will intrude on the peace and serenity that we have privately enjoyed for all these years. Do you think someone who sets up a camper for a few months will give this lake the same respect as someone who has loved it for 30 years??

Re-Zoning is not in my best interest or the best interest of the people that live here. What will this do to the value of our home? We are very afraid. Please don't do this to us. Please have the heart to stick by us during this turn for the worse. We have been through enough. Thank you very much. We hope you can help us keep our nice home on the lake.

Ross and Debbie Kay DeVore

Submitted at Planning Commission 3/16/2020

EMERSON CAMPGROUND REZONING

We purchased our property in 2006. We bought a fixer upper and poured alot of blood sweat and tears into our home. When we looked to buy out here we loved the quiet and peaceful private lake living. I work very hard keeping our lawn and outside area very neat and tidy. Neighbors comment on how nice and improved our home has become.

Last year the flood came and destroyed all the hard work we had done on the outside not to mention all the work inside. We sifted through the mud and muck to try and save our pictures of our children and important papers such as birth certicates and marrage liscense. All my fabric and long arm quilting machine and sewing machine that I worked so hard for and planned to retire and enjoy my hobby of quilting was destroyed in that flood. But we love this little slice of heaven so we pulled up our boot straps as they say and put it all back together again ths past year. We have a legal and binding lease and in the lease it reads in Paragraph 7 under lease regulations No temperary residents are allowed

All boat and camping trailers will be stored in side.

Some of my concerns are as follows: Who is going to police these campers?

What are the rules for these campers? What are holding tanks going to look like? How many more people will be driving around the lake? When I drive out to the state lakes there are clothes lines hanging all over, tents all around the camp site.

We have put in alot of our heart and soul into our homes. What have the campers put into this little community?

I'm concered what this will do to our real estate value? We pay alot of money on taxes and lease payments to live out here. Please consider all these things, also would you like campers in your residential neighbor

hood? Thank you Denice Henrickson lot #9

Submitted at Planning Commission 3/16/2020

Having a camper next to my property decreases the value if I would want to sell.

If they get to put campers on these lots will they be required to put up a privacy fence.

The lease agreement states that the house must be $50,000 or more.

I pay a lot for lot rent & when I bought this property there wasn't a camper in the lot next to me.

I don't pay what I pay for lot rent to live in a KOA.

(over)

Are all of their signatures from homeowners. Renters signatures should not be included.

There wasn't any mention of renting to campers in my lease agreement.

People when they're camping knowing where they can camp. Not being in my yard.

Marlene Bedke

Pg 5 campers

Pg 2 $50,000

Submitted at Planning Commission 3/16/2020

Dear Planning Commission and Fremont City Council,

#EmersonTough. That's what the flood of 2019 made all of us at Emerson estates. We literally pulled on our muck boots and sifted through our life's treasures. Day by day by day by day....and believe me....it went on for days...and then for months. Do you remember???

And when the flood waters receded our little community rolled up our sleeves and got "EmersonTough." It took time, sweat and a lot of energy, but with a lot of love our neighborhood started to look like home again. We have, as a community, given so much and have come so far to lose what we have rebuilt together. Please don't allow our little slice of heaven to be invaded by people who have made no investment and have no financial or sweat equity.

They are promising not to take away from the quiet peacefulness. Who will police these fun campers and make sure they are run in a way that does not detract from our day to day lives as stated in the letter they had delivered to "some" of the residents? This has a huge bearing on the future of Emerson Estates and the future of it's #EmersonTough tenants. Thank You for hearing our concerns. We need you to exercise your authority on our behalf. Thank you.

Deb Timmerman

Submitted at Planning Commission 3/16/2020

Dear Planning Commission and Fremont City Council,

This letter is in response to the re-zoning of lots at Emerson Estates. In February of 2016 I purchased Lot #11 at Emerson Estates with the sole purpose of using it as a rental investment. From an investment standpoint the value of the home was fairly consistent with market value and the lease at that time was $1538 per lot, although a leased lot was not typically ideal, it was affordable.

In January of 2020 I was notified that there would be an increase of 15% in the price of the lease to $1824. While the owners of Emerson Estates have increased the price to lease the land, they are now applying to allow campers access to our neighborhood and decrease the value of our investment. We have gone from being addressed as Emerson Estates to Emerson Campground. Quite a difference, don't you think?? Is this legal?? We will go backwards financially in the improved value of my investment. Can he do that to us as tenants?

The neighborhood I visited four years ago to purchase as a rental investment and possibly to retire at, is now increasing the price of my lease and property taxes while attempting to lower the value to campground status. Please deny the request to re-zone this area. Thank you for your time. I appreciate your every effort to assist us.

Cody Timmerman

Email submission to Council received 3/24/2020

To: Members of the Dodge County City Council:

Thank you for your time and consideration today as I know we all have very busy lives and schedules to maintain.

My name is Jessica Hagedorn and I am the Life Estate Owner of my parents Mike & Denice Henrickson of Lot 9 at Emerson Estates. I am coming to you today to ask you to please deny the Conditional Use Permit for Camp Emerson based the following reasons:

The "Current Lease in use at Lot #9 Section 5 states: "Improvements on Property, Restrictions as to. Leased lots shall be used only for residential purposes with no more than one single-family residence per lot" (see attached circled paragrapth)

"Section 7 state: Boat trailers and camping trailers must be stored inside." (see circled paragraph)

This would make this conditional use permit in breach of Leases already established to current homeowners...

There are currently 23 owners including Jason & Laura Griffis at Emerson Estates.

9 homeowners are IN FAVOR of Camp Emerson and signed Jason's Petition of Camp Emerson for approval.

14 homeowners are either against or DID NOT sign Jason's petition of Camp Emerson for approval.

Jason & Laura Griffis submitted an itemization of 42 lots (see attached). Included in these are 19 NON-OWNERS (rentals owned by Jason & Laura) or vacant lots included in his "YES" in Favor of Camp Emerson approval petition.

There was an additional letter sent by Theresa McKinley who lives at 400 E Military Ave Fremont, NE 68025 she also expresses concerns of the campers being brought into our quiet lake community as well. This brings the total of against to 15.

Please deny this conditional use permit as the majority of the taxpaying homeowners are against the proposed Re-Zoning.

Thank you for your consideration

Jessica Hagedorn

Jessica Hagedorn

Attachments: Emerson Estates Residents/Contracted Lessees
Emerson Estates Lease for Lot #9
List of those No (not in favor) & those Yes (in favor)
Letter from Theresa McKinley (Inglewood Resident NOT in favor)

	Emerson Estates 720 Boulevard	
	Residents/ Contracted Lessees	
		Those that are in Favor of Camp Emerson Approval
LOT #1	Marlene Bedke	
LOT #2	Danny Taylor	
LOT #3	Still FLOOD Damaged/ Classic Enterprises	~~YES~~ vacant
LOT #4	Gage Daughtery	~~YES~~ Rental
LOT #5 & 6	Matt & Brandy Tulak	~~YES~~ Rental
LOT #7	Chad Cutts	
LOT #8	Edward Loewe	
LOT #9	Mike & Denise Hendrickson	
LOT #10	Douglas Mckenzie	
LOT #11	Cody Timmerman	
LOT #12 & 1/2 #13	Delphina Bloebaum	
LOT #14 & 1/2 #13	Randy & Brenda Hansen	
LOT #15	Ross & Deb Devore	
LOT #16	Cortney Schaefer & Don Timbrook	~~YES~~ Rental
LOT #17	Still FLOOD Damaged/ Classic Enterprises	~~YES~~ vacant (condemned
LOT #18	**Empty Proposed Camping Lot**	~~YES~~ vacant
LOT #19	Hugh Pedersen / H&M Developements	YES
	Commons/ Community Beach	~~YES~~ vacant Beach
LOT #20	Perry Cole	YES
LOT #21	Empty Lot	~~YES~~ vacant
LOT #22	Wilbur & Diane Rayl	YES
LOT #23	**Empty Proposed Camping Lot**	~~YES~~ vacant
LOT #24	Charles & Michelle Mellinger	~~YES~~ Rental
LOT #25	Craig Norman	
LOT #26	Empty Lot	~~YES~~ vacant
LOT #27	Robert Oberg	YES
LOT #28	Empty Lot	~~YES~~ vacant
LOT #29	Harold & Tami Taylor	YES
LOT #30	Lorie Chrastil	
LOT #31	Bryce Lambley	
LOT #32	Angela Gresar	YES
LOT #33	Vacant Home	~~N/A~~ vacant
LOT #34	Vacant Home	~~N/A~~ vacant
LOT #35	Matt & Angel Holland	~~YES~~ Rental
LOT #36	Sheila Hageman	YES
LOT #37	Mike & Kristi Cone	YES
LOT #38	Empty Lot	~~YES~~ vacant
LOT #39	Linda Cutts	
LOT #40	Hunter Nathan & Paige Peterson	~~YES~~ Rental
LOT #41	Jerry Gohr	~~YES~~ Rental
LOT #42	**Empty Proposed Camping Lot**	~~YES~~ vacant

FILED 141.
BOOK 2009 PAGE
2009 MAR 27 AM 11:48
Carol Givens
DODGE COUNTY
REGISTER OF DEEDS
COMPARE INDEX FEE $ 30.50

EMERSON ESTATES

LEASE AND REGULATIONS

LEONA K. PADEN, widow, hereafter referred to as "Lessor" and Mike and Denise Henrickson; hereafter referred to as "Tenant" do hereby on this 27th day of March, 2009 enter into this lease agreement.

1. Property Leased. Lessor hereby leases to Tenant Lot #9 of Emerson Estates Subdivision as platted on September 1, 1970, and now referred to as Correction Plat No. 453 of Emerson Estates. As part of this lease, Tenant has a further right subject to the regulations hereafter set forth to the use of the lake, roads, and other community areas in Emerson Estates Subdivision.

2. Term of Lease. The term of this lease shall be from the date of the execution hereof by the Tenant and shall be for a term of forty (40) years.

3. Rental cost. Tenant shall pay annual rental in advance on March 27th of each year during the term of this lease. The annual rental from the date of the execution of this lease until the first next year ending in five (5) or ending in zero (0) (whichever comes first) shall be the sum of $1246.00 per year. On the first year thereafter ending in either five (5) of zero (0) (whichever is first) the Lessor may adjust the rental amount for the ensuing five year period either up or down by the percentage change in the United States Department of Labor Consumer Price Index – All Urban Consumers, for the period from the beginning of the just completed lease period to the beginning of the next five-year period. The index used for the denominator shall be the index published for the month immediately preceding the initial and each successive five-year lease period, and the numerator shall be the index published for the month immediately preceding each five-year period. For purposes of reference only, the index published for the July, 2003, index, is 183.9.

4. Additional Payments by Tenant: Lessor shall pay all real estate taxes imposed on land other than improvements of Tenant. Tenant shall pay all taxes imposed on any improvements placed on property by Tenant whether considered personal property or real property. Tenant shall pay any general assessments charged against the property by taxing authorities during the term of the lease and any renewals and if the amount of assessments against the individual lots is not set by the taxing authorities, Lessor shall allocate the assessments against the lots.

Lessor shall pay during the term of this lease and any extension hereof for the following activities which may hereafter be provided for the general benefit of tenants: maintenance of streets, lighting of streets and lake, snow removal, and erection and maintenance of street signs and entrance markers. Tenant shall during this lease and any extension thereof pay his/her proportionate share for the following activities: garbage hauling; planting and maintenance of trees, shrubbery, and grass; and cost of maintaining a security patrol or other police as may be required, and other expenses for the benefit of tenants. Provided, that no tenant shall be required to pay more than

$50.00 per year for each lot owned for these expenses unless such additional expenses are approved by a majority vote of the lot owners, each lot being entitled to one vote. All utilities which serve the leased premises shall be paid for by Tenant.

5. Improvements on Property, Restrictions As To. Leased lots shall be used only for residential purposes with no more than one single-family residence per lot. Lots shall not be used for carrying on business activities, though Lessor may maintain an office for the conduct of the business of the subdivision.

Any dwellings shall have a cost of at least $50,000.00 as determined by a qualified appraiser selected by Lessor. In the event any dwelling is replaced during the term of this lease as extended, Lessor reserves the right to increase the minimum cost above the $50,000.00 figure. The ground area of any dwelling, exclusive of porch and garage shall be not less than 1,200 square feet. Garages, boathouses, or other outbuildings must be built of materials compatible with the dwelling and harmonious with it. Any improvements must before location or construction be approved by Lessor and must be kept in good repair. There shall be no outdoor privies. In the event of fire, suitable repairs must be promptly made and debris removed.

6. Disposition of Improvements at End of Lease. On the termination of this lease by lapse of time and not by default, Tenant has the privilege to remove all improvements made by him/her on said premises provided they are removed within sixty days of the expiration of the lease, time being of the essence. In case of termination by default or if not removed within sixty days, Tenant shall forfeit all right to remove same and same shall become the property of Lessor, subject to the rights of any mortgagee.

In the event Tenant wishes to sell dwelling placed on his lot, before completing the sale he shall give the Lessor ten days written notice of the proposed sale and the terms thereof and Lessor shall have a right to purchase same for the same price and under the same terms offered at any time within ten days after communicating this offer to Lessor.

7. Regulations as to the Use of Property. Following are regulations on use of the property:

No unlawful activities shall be allowed;

No loud noises, excessive use of alcohol, nor nuisances and annoyance shall be allowed;

No Tenant or guests shall trespass on the property of other Tenants nor interfere with reasonable activities of other Tenants;

Hunting and the use of firearms are prohibited;

All garbage and trash shall be promptly disposed of and shall not be allowed to accumulate nor be placed in the lake;

No horses or livestock shall be kept on the property;

Dog must in fenced in area, tied up on leash or in kennel.

No trash burners will be allowed.

No advertising signs will be allowed;

No building shall be erected for temporary use and no temporary residences are allowed;

Boat trailers and camping trailers must be stored inside;

Lawns, shrubs, and any gardens shall be kept up; lots shall be kept clean and in good repair;

The speed limit upon the roads on the subdivision is 20 m.p.h.;

Tenants shall not use adjacent roads for parking of vehicles by themselves or guests but rather shall allow adequate parking facilities within the boundary of leased premises;

No fences or plantings shall be erected which will unnecessarily obstruct the view of the lake of other Tenants;

Tenants are responsible for the conduct of their guests;

There shall be no visitors without the accompaniment of a Tenant;

Fishing boats up to 10 h.p. allowed.

No jet skis are allowed;

No dredging or grading or dumping dredge material into the lake is permitted without permission of Lessor.

8. Lessor's Rights in Properties: Lessor reserves a ten foot right of way and easement across the leased premises as a utility easement Lessor or its agents may enter upon the leased premises during reasonable hours and in the presence of the Tenant. In case of emergency such as fire or other casualty, Lessor or its agents shall have the right to enter the premises at any time.

9. Special Obligations of Lessor. Lessor shall keep the roads in good repair and shall keep grass and weeds along the public roadway mowed.

10. Tenant to Allow no Tax, Mechanic's or Judgment Liens. Tenant shall allow no tax, mechanic's, materialmen's or judgment liens to be imposed upon the leased premises or improvements thereon during the terms of this lease or extensions thereof, though this shall not prevent Tenant from obtaining ordinary financing as long as he/she makes the payments required in such financing.

11. Lessor Not Liable for Damages to Tenants and Guests. Lessor assumes no liability for damages to Tenant, family of Tenant, or guests or invitees of Tenant because of the condition of the ground, lake, or acts of God and Tenant hereby releases Lessor from any liability arising therefrom, the risk of injury on the properties of this subdivision being upon the user.

12. Assignment of Lease. Tenant shall not assign this lease without the consent of the Lessor in writing, which consent shall not be unreasonably withheld where the assignee is financially responsible and of good reputation and should be acceptable to the other tenants, provided that this sentence shall in no event apply or be construed so as to affect adversely the right of a mortgage lender, which is either a bank or a federal or state chartered savings and loan association, to acquire good and merchantable title to the leasehold rights of the Tenant, and to improvements placed upon the real estate by such tenant, by foreclosure, either through court action or sale under trust deed, or by voluntary conveyance, in the event of a default by the tenant under the terms of any financing. It is understood that the provisions of this paragraph are intended to permit any such lender lawfully to extend credit for improvements upon such real estate under the terms of applicable state or federal laws and regulations governing loans on leasehold improvements by such lenders. To the extent that it is consistent with such loan regulations, and will not unlawfully interfere with any foreclosure sale, the Lessor otherwise reserves the right to approve or disapprove of a purchaser at such sale other than such lender and to approve or disapprove of an assignee from any such lender who has acquired title. No assignment of this lease however, shall release a tenant from liability for the performance in full of this lease agreement.

13. Lessor Holds Lien on Tenant's Property. Lessor holds a first lien upon the leasehold interest and all improvements and personal property of any nature placed on the lot during the term of this lease as extended for all rent and any taxes, liens, or assessments which are owing by Tenant but paid by Lessor and any costs, including attorney fees, incurred by Lessor under Paragraph 17 herein; provided, however, that if Tenant in order to obtain financing for any improvements gives to a lender a mortgage, financing statement or other chattel mortgage document, same shall thereby be superior to any lien of Lessor.

14. Rights of Lessor Upon Breach by Tenant. If Tenant at any time during this lease as extended violates a provision of this lease or fails to perform any acts required by it and such default continues for a period of thirty days after written notice of such default is given Tenant by Lessor, which thirty (30) days written notice shall be given only one time per lease year or in the case of a default on rent no thirty (30) days written notice shall be required to be given to Tenant by Lessor, which said failure of rental payment shall constitute an automatic default on the part of the Tenant, Lessor shall at any time thereafter without further notice have a right to elect to take full possession of the leased premises and bring suit for collection of rents, taxes, assessments, and liens or other charges which have accrued and upon entry upon this leased premises by Lessor, all rights of Tenant herein shall become void and all improvements upon the premises shall be forfeited to Lessor without payment to Tenant, provided that Lessor may in the alternative elect instead not declare a forfeiture of the lease but rather to sue Tenant for amount owing case Lessor does not waive the right to later declare a forfeiture for defaults. Any rental payments that is not paid on its due date or any other payment that may be due herein from the Tenant to the Lessor shall draw interest at the rate of 12% simple interest per annum from the date of the default. Provided, however, that none of the provisions of this paragraph shall in any way affect the rights of a mortgagee to hold a

lien upon any property. In the event of a breach of the lease as provided in this paragraph, Lessor shall at the time that he gives written notice of default to Tenant also notify any mortgagee who has advised Lessor previously of mortgagee rights, and the mortgagee shall be given a right during the thirty (30) days following the notice to mortgagee to cure the breach, in which event none of the forfeiture provisions of this paragraph shall defeat or subordinate the liens of any mortgagee.

15. Rights of Lessor Cumulative. Each of the various rights of Lessor under this lease shall be considered as cumulative and none shall be exclusive of other rights provided under this lease or allowed by law.

16. Non-Waiver of Rights. No waiver by Lessor of any breach of any provision of this lease shall be construed to be a waiver of any succeeding breach of same or any of the other provisions of the lease.

17. Indemnification. Tenant agrees to indemnify and hold Lessor harmless from any loss or damage of any kind in relation to the use or misuse of property by Tenant, his family, guests, or invitees. In the event that Lessor shall be made a party to any litigation arising out of any acts or omissions by such persons, Tenant shall pay all costs and attorney fees incurred by or against Lessor and all judgments which might be rendered against Lessor including judgments entered jointly against Lessor and Tenant.

18. Parties Bound by Lease. This lease and regulations are binding upon all parties hereto and their respective heirs, legal representatives, successors, and assigns. No transfer of any interest herein by any of the parties hereto or by operation of law or otherwise shall relieve any party hereto of all obligations herein.

19. Holdover. If Tenant shall hold over his/her term and Lessor accepts rent, this shall not be construed a renewal of the lease but rather as a year-to-year lease.

20. Binding. This Lease and Regulation Agreement is binding on the parties hereto, their heirs, successors, personal representatives and assigns.

21. Law. This Agreement shall be construed under the laws of the State of Nebraska. Jurisdiction for any law suit shall be in the appropriate court in Dodge County, Nebraska.

EXECUTED in duplicate on the above date.

Leona K. Paden

Leona K. Paden – Lessor

Mike Henrickson

Mike Henrickson

Denice Henrickson

Denise Henrickson

STATE OF NEBRASKA)
) ss
COUNTY OF DODGE)

On March 27, 2009 before me a notary public personally came Leona K. Paden, Lessor, and signed this instrument in my presence and at the same time acknowledged that same was her voluntary act and deed.

GENERAL NOTARY-State of Nebraska
Marilyn C. Austin
My Comm. Exp. 6-14-12

Marilyn C Austin
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF DODGE)

On March 27, 2009 before me a notary public personally came Mike and Denise Henrickson as Tenants and signed this instrument in my presence and at the same time acknowledged that same was their voluntary act and deed.

GENERAL NOTARY-State of Nebraska
Marilyn C. Austin
My Comm. Exp. 6-14-12

Marilyn C Austin
Notary Public

Attachments:

<u>No's or didn't sign Jason & Laura's Petition:</u>

1-Lot # 1 Marlene Bedke
2-Lot # 2 Danny Taylor
3-Lot # 7 Chad Cutts
4-Lot # 8 Edward Loewe
5-Lot #9 Mike & Denice Henrickson
6-Lot #10 Douglas McKenzie
7-Lot #11 Cody Timmerman
8-Lot #12 Dephina Bloebaum
9-Lot # 13 Randy & Brenda Hansen
10-Lot # 15 Ross & Deb Devore
11-Lot #25 Craig Norman
12-Lot #30 Lorie Chrastil
13-Lot # 31 Bryce Lambley
14-Lot # 39 Linda Cutts
15-Theresa McKinley –Inglewood Resident 400 E Military Ave

<u>Yes'owners who signed Jason & Laura's Petition</u>
1-Jason & Laura Griffis
2-Lot # 19 Hugh Pedersen/H&M Developments
3-Lot #20 Perry Cole
4-Lot # 22 Wilber & Diane Rayl
5-Lot # 27 Roberg Oberg
6-Lot #29 Harold & Tami Taylor
7-Lot #32 Angela Gresar
8-Lot #36 Sheila Hegeman
9-Lot #37 Mike & Cristi Cone

Theresa Mckinley

Inglewood Resident

—

545 Ridgeland Ave
Fremont, NE 68025
402.657.4997
tjmckinley.tm1@gmail.com

13 March 2020

Planning Commission
Planning Department
400 East Military Ave
Fremont, NE 68025

This letter is simply to voice my concern with the proposed campsites on Emerson Estates lots. I own property that sits along the dike and have lived here since 2010. My concerns may not influence your decisions however, these are legitimate concerns and I live very close to where the lots are located.

I am home everyday since I am a stay-at-home mom. We are outside the majority of the time when the weather permits. We spend quite a bit of our time playing in the garden and walking our dogs. It is very quiet and peaceful the majority of the day and I'd like to keep it that way. We do walk along the dike and through the neighborhood picking up trash often. If there are campsites the likelihood of having more trash blowing around is unavoidable. Not only is the trash a concern but also the noise level and open fires. Smoke in our home there's a huge concern because it does cause so many health problems. Often I find that when we open the windows we have to close them because someone has started a fire. It is very frustrating to not be able to have your windows open in your own home because of the polluted air. I realize noise is petty but when you have campers you will have drinking and when people are drinking that tends to create noise. With 4 locations within walking distance from Emerson estates that sell liquor (the windmill being extremely close) I feel that encourages drinking.

I realize that all these things are nothing but complaints and I sound like a crabby old lady. I'm just a young 30-something mother who stays at home with her daughter, I am not in favor of having strangers camping out in my backyard essentially on a regular basis. I do not want smoke blowing in my windows during the spring and summer months when I should be able to open them for fresh air. There's a liquor store walking distance from me, and that will most certainly encourage more drinking and more noise. What it boils down to this is a residential community and having campsites intermingled amongst permanent residents is ridiculous. I'm not in favor of these campsites whatsoever.

Sincerely,

Theresa McKinley
Inglewood Resident

From: Debbie Devore
To: Dam, Jennifer
Subject: hi
Date: Tuesday, March 24, 2020 3:27:36 PM

To Whom It May Concern:
Look at other private lakes with beautiful houses, no camper pad.
Emerson Estates group houses, add camper on pad look awful, it will ruin Emerson Estates. IT is not beautiful.
Reason: Emerson Estates houses sell the people won't buy because of campers there, it will get big problems, hurt everyone whose owner houses. Emerson Estates houses want keep beautiful, quiet and peace. People enjoy private homes without campers.
Emerson Estates homeowners will not comfortable, strangers of campers who nosey in private homes of Emerson Estates.
Emerson Estates residents only private lake. "Camp Emerson" is not allow in Emerson Estates homes.
Please leave Emerson Estates homes alone, beautiful. Homes and camp are conflict, it is wrong way.
Landlord does not care about everyone, Landlord themselves. It looks that they "use" everyone who pick mess up from the lake.. They never fix the roads, Landlord must fix roads, keep clean area even lake. What is we pay lease for?
No one will responsible for stranger campers on pad, break in owner houses. Whose fault?
Emerson Estates residents only private lake, camp is illegal.

Where the camp Emerson petition for approval letter, never show in the meeting, that is obviously they did "changed subject" ?

Submitted via email for 3/31/20 council meeting

From: Dave Mitchell
To: Dam, Jennifer; Bechtel, Matthew R.; Ellis, Glen; Getzschman, Scott; Jacobus, Susan; Jensen, Mark; Kuhns, Michael; Legband, Mark; McClain, Linda; Newton, Brian; Wimer, Shane; Yerger, Brad
Cc: Ficken, Tyler; Laura Woerman
Subject: RE: Emerson Estates Consideration for City Council Meeting 3/31/2020
Date: Tuesday, March 24, 2020 3:41:35 PM

Thank you Jennifer. I have forwarded to Jason and Laura for comment as the letter is not accurate in many respects. In the interim, please note that none of the proposed campsite lots are subject to any form of lease or protective covenant. They are simply owned by Classic Enterprises without any form of restrictions except the zoning ordinance. Further, 5 of 6 tenants that have properties next to the proposed campsites support the proposed conditional use and the 6th has indicated that she prefers that the lot remain vacant although the lot was occupied with a home owned by Classic that washed into the lake during the flood.

In a nutshell, The Griffis' were devastated last year when Emerson Estates was flooded—what was once a retirement investment that they were and are continuing to pay off was instantly turned into piles of debris, wrecked homes, and severely damaged infrastructure. This, after years of trying to make Emerson a much better place to live for their tenants through hands on work and enforcement of strict lease terms. Instead of giving up, they worked tireless 18 hour days, seven days a week since the flood to repair roads, water lines and restore multiple homes through their own hands-on efforts. The last thing they would do is propose a use that would negatively impact the subdivision and their investment.

As a permitted conditional use, you have the ability to allow non-productive real estate to be used and enjoyed on a regulated basis under circumstances where building a new structure would be prohibitive under current floodplain and zoning regulations. To be sure, temporary campsites are recognized as good uses of property under the code, particularly if controlled through a conditional use permit. The Griffis' have submitted the proposed lease and regulations previously and are committed to leasing in a way that will add value to the subdivision—not impair it. As owner/operators of a local reputable landscaping business in addition to Emerson Estates, they have demonstrated their care for this community through their track record and efforts this last year to raise Emerson Estates back up. This proposed use will allow additional families to enjoy the lake area on a seasonal basis with the ability to terminate the relationship immediately if there are deviations from the leases.

Thank you for your time and consideration—Dave

David C. Mitchell
Yost Schafersman Lamme Hillis Mitchell
Schulz & Hartmann PC
81 West 5th St. Fremont, NE 68025
C-402-720-0579
O-402-721-6160
www.yostlawfirm.com
This message is confidential. If you received it in error, please delete it immediately and notify us of the error. Thank you.

From: Dam, Jennifer <Jennifer.Dam@fremontne.gov>
Sent: Tuesday, March 24, 2020 1:26 PM
To: Bechtel, Matthew R. <Matthew.Bechtel@fremontne.gov>; Ellis, Glen <Glen.Ellis@fremontne.gov>; Getzschman, Scott <Scott.Getzschman@fremontne.gov>; Jacobus, Susan <Susan.Jacobus@fremontne.gov>; Jensen, Mark <Mark.Jensen@fremontne.gov>; Kuhns, Michael <Michael.Kuhns@fremontne.gov>; Legband, Mark <Mark.Legband@fremontne.gov>; McClain, Linda <Linda.McClain@fremontne.gov>; Newton, Brian <Brian.Newton@fremontne.gov>; Wimer, Shane <Shane.Wimer@fremontne.gov>; Yerger, Brad <Brad.Yerger@fremontne.gov>
Cc: Dave Mitchell <dcm@yostlawfirm.com>; Ficken, Tyler <Tyler.Ficken@fremontne.gov>
Subject: FW: Emerson Estates Consideration for City Council Meeting 3/31/2020

Council members,
Attached is a letter I just received regarding the conditional use permit for Emerson Estates campground that will be on the 3/31/2020 council agenda. I have also added it to the packet.
Best,
Jennifer

From: Jessica Hagedorn <jessica@oelkersllc.com>
Sent: Tuesday, March 24, 2020 1:19 PM
To: Dam, Jennifer <Jennifer.Dam@fremontne.gov>
Subject: Emerson Estates Consideration for City Council Meeting 3/31/2020

Jennifer,

Here is the information I would like to submit for the meeting. Please let me know if you need anything further.

Thanks,

--
Jessica Hagedorn
Oelkers & Associates, LLC
203 N Main St.
POB 8
West Point, NE 68788
(402)372 5427 Phone
(402)372-2275 Fax
jessica@oelkersllc.com

Rebuttal to those opposing Camp Emerson

Last week in front of the city planning commission the opposition stated things like. "Unsightly trailer trash" "above ground holding tanks" "in and out traffic" The opposition for this plan also had the nerve to say that my husband and I are not monetarily or emotionally invested in Emerson Estates.

None of these statements are true, in fact, they couldn't be further from the truth.

After the flood we had 2 options....to walk away and let the fate of Emerson Estates fall on someone else & fail, or lace up our boots, dig in our heals, and get to work. We chose to get to work. It cost us a years worth of the hardest work you can imagine, countless hours and little sleep. We worked so hard! We spent our entire savings, and every bit of the little insurance money we recieved to get the lake community functional again. We have always prided ourselves in making smart business decisions and a natural disaster almost ripped everything we had worked 11 years for away from us. We almost lost it all.
Thank goodness for First State Bank, a little bit of insurance money and Dave Mitchell's advisement because that's all we had. There was no government help, grants, FEMA or SBA for us because we are a "business".

Because Jason and I own the whole property that is Emerson Estates it was our personal financial burden to repair the following:

$4000 to fix our private road
$5000 to fix the water main to the entire lake
$2500 to pay for water that wasn't used due to the water main break (We have 1 meter for all of Emerson's homes, Jason & I pay that monthly utility bill)
$3000 to demolish one of our month to month rental homes (We did not have flood insurance on that home. It was a total loss)
$3000 for large sandbags that we installed this last winter to protect the community if it was going to flood again in 2020

And over $175k to gut, refurbish, and rebuild 7 of our 10 month to month rental homes. Two of which are still gutted. But the money is gone.
We also lost monthly revenue of the ten rental homes over the course of 2019.
And on top of all that we paid our other business Classic Landscaping's employees to help at Emerson for 2 months instead of landscaping. We lost money there too.

Not only was it financially devastating it was the worst thing I had witnessed in my adult life. It caused so much hurt and sadness around the lake. It was terrible to watch my residents loose all of their personal belongings, the saddest being family pictures. Then on top of that being homeless for several months until we could get their home back together.

Jason and I are very stubborn and determined to not let Emerson Estates fail. The community is important to us.

So I ask you please don't be persuaded into believing that we are not invested! We have nothing but Emerson's best interest at heart and strive daily to improve the lake community.

The unusable proposed lots will allow us to get back some of the revenue we have lost. It will also provide 6 lucky people with an amazing summer long camping site. We intend to be very choosy on who we lease to and have hopes of leasing to the same people each year to continue the privacy of the lake. There will be no in and out, it is a 6 month lease with very high standards in terms of our lease agreement. It is 10 pages long. The lease also contains an "easy out" clause that allows us to terminate the lease immediately if things are not working out. It was also asked who would be "policing" the campsites. Not much happens at Emerson without Jason or myself knowing- We will as we already do continue to pay attention.

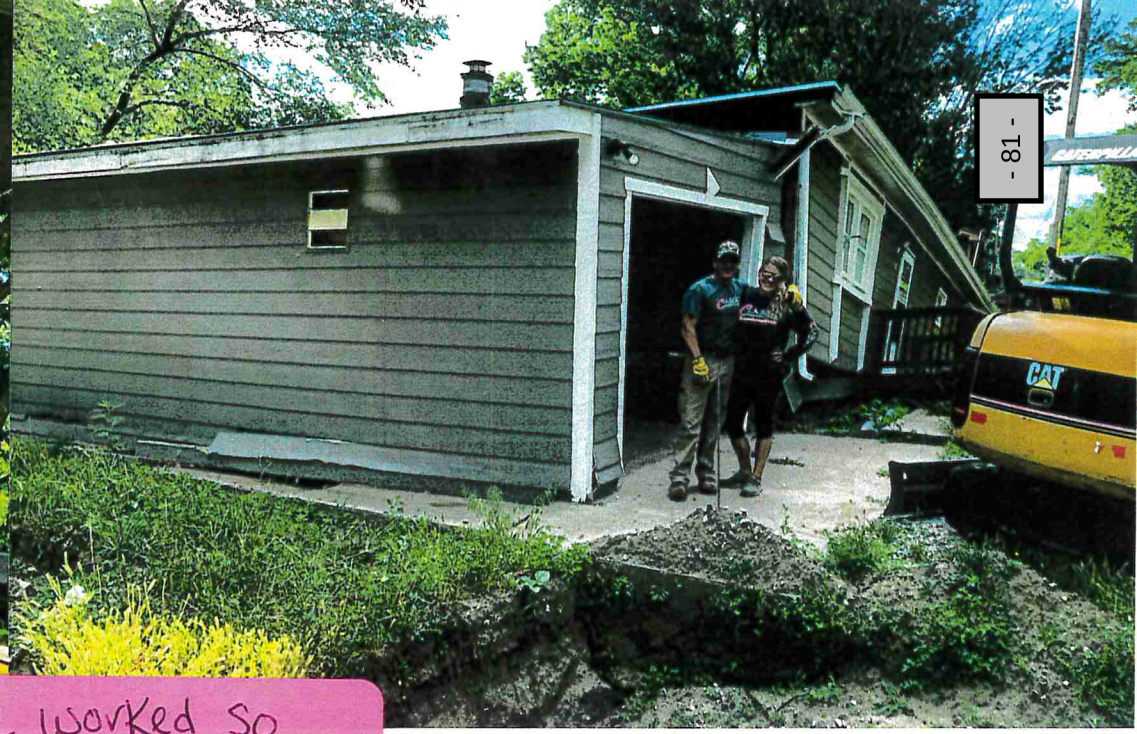
I would also like to state that each lot or "homeowner" at Emerson Estates has their own individual lease for their particular lot. The leases vary and are different over the years around the lake and only pertain to the lot leased. The proposed camping lots do not have anything to do with the leases homeowners signed.

Also I am aware that someone is trying to say my month to month renters should not have a say. My renters are amazing, outstanding people who take a lot of pride in their homes & yards even if it is a rental. My tenants are also long term- Some have been living at Emerson as long as 8 years. Their homes were destroyed in the flood and instead of moving away most came back as we finished their home. They love the lake- it's not just a "rental" it's a lifestyle.

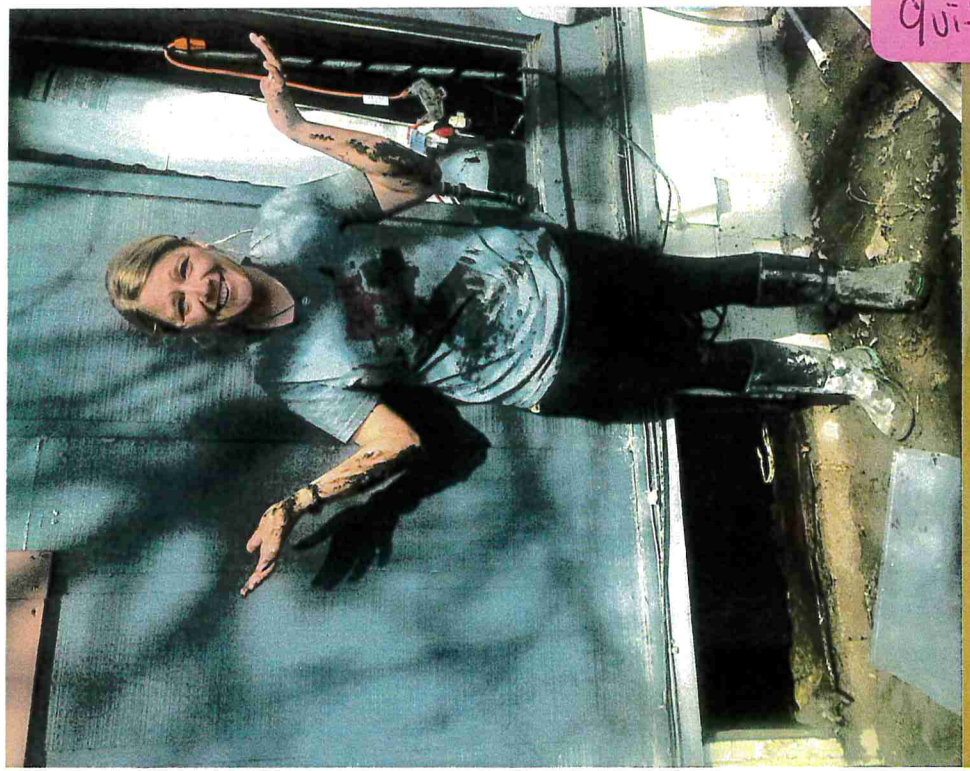
We went around the lake a few weeks ago and spoke to everyone directly affected by the campsites. "The adjoining lots" signed a petition and they seem to be very excited about the whole project. All but one direct neighbor signed it and 18 homes around the lake signed in favor also. This project will also help us beatify and maintain these empty lots with a purpose. They will no longer be lost revenue and just additional mowing, they will be landscaped, manicured, and beautiful.

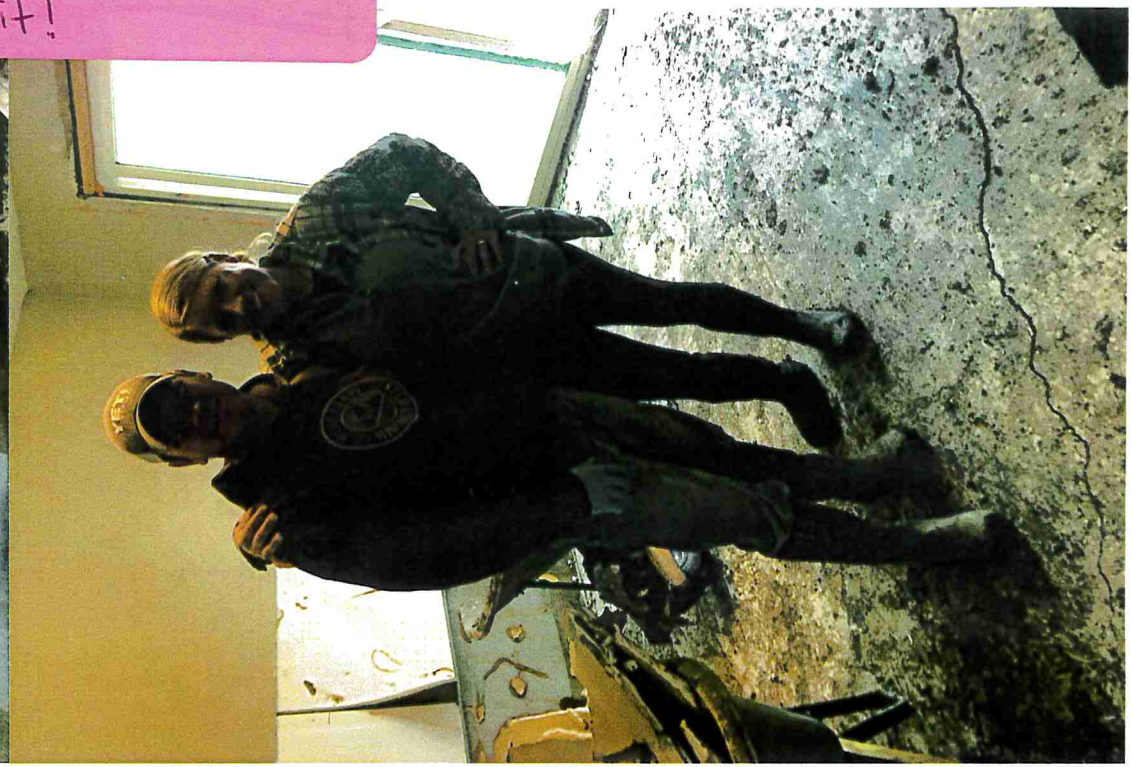
In closing we are Emerson Tough and we look forward to moving ahead with this project and have only the best intentions for everyone involved. We love our lake residents- Even the ones opposing I feel we have good relationships with, but maybe they don't see our big picture or understand.

Thank You,
Laura & Jason Griffis

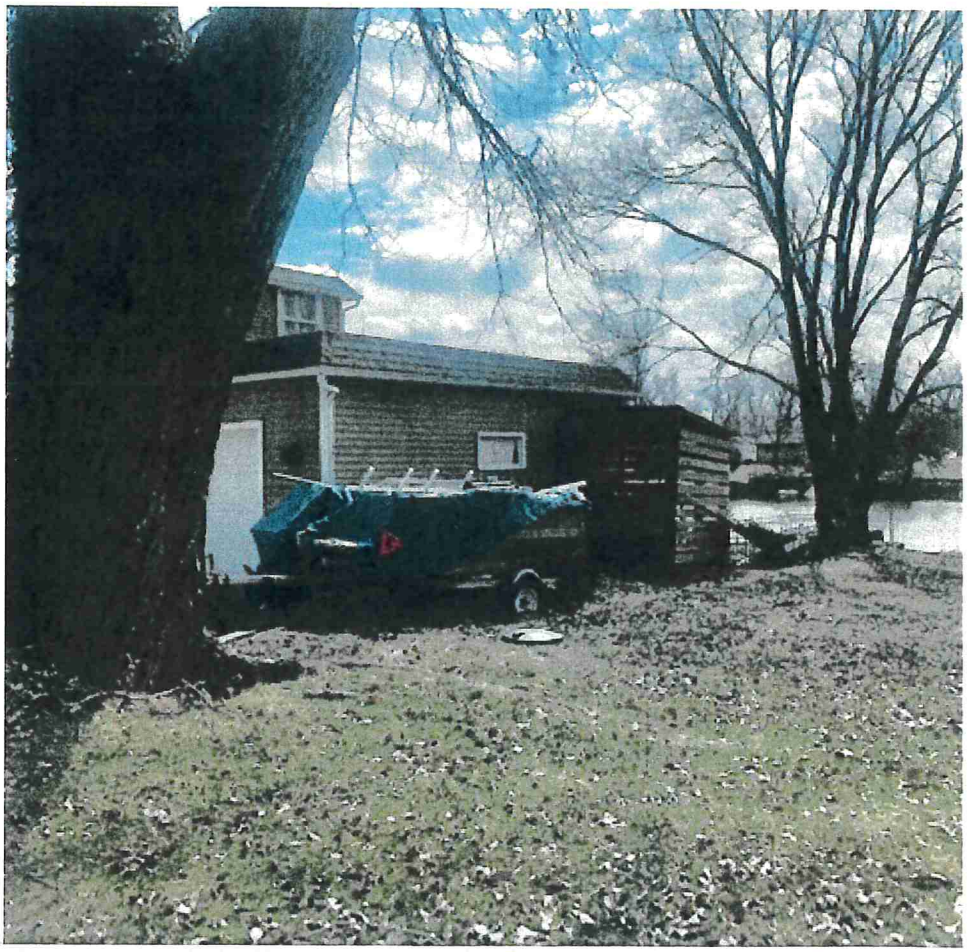


We worked so hard and didn't quit!





Our Vision



720 Boulevard Lot # 9 @ Emerson Estates
(current photo- looks like this today)

Owners: Mike & Denice Hendrickson
& Jessica Hagedorn (life estate owner)

Currently breaking their personal lease with Classic Enterprises as stated in Section 7:
Boat trailers & camping trailers must be stored inside

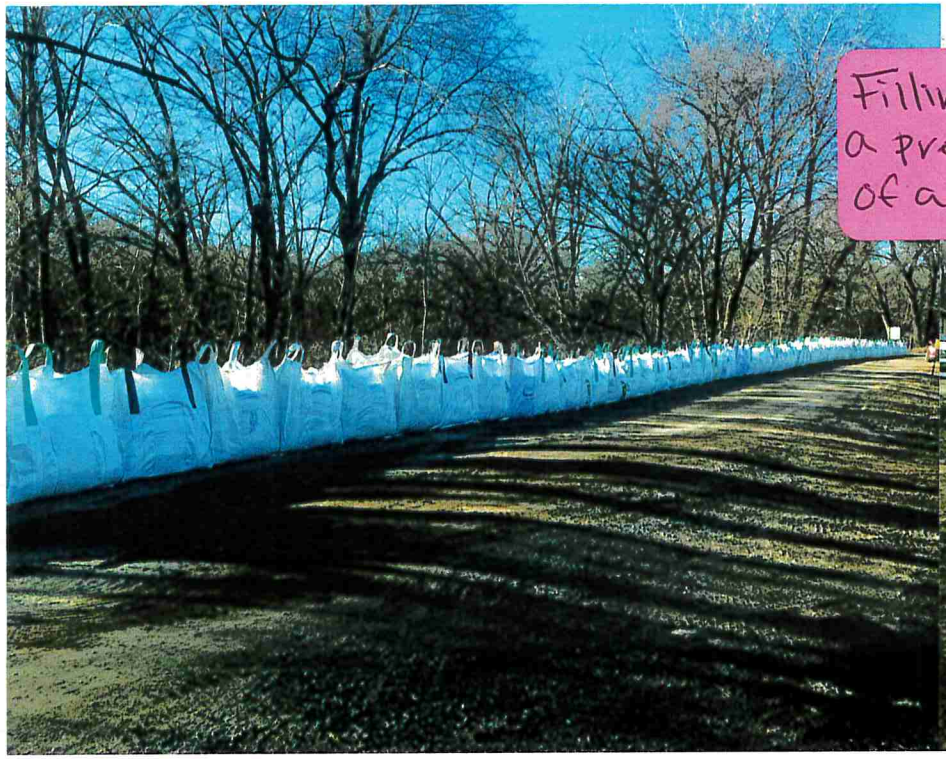
The things they state out of their lease only pertain to their personal lot #9

Flood 2019

Our private road on the North Side of the lake :)

Hauling debris for any resident that needed help after flood 2019

Trees from lot #42 we removed



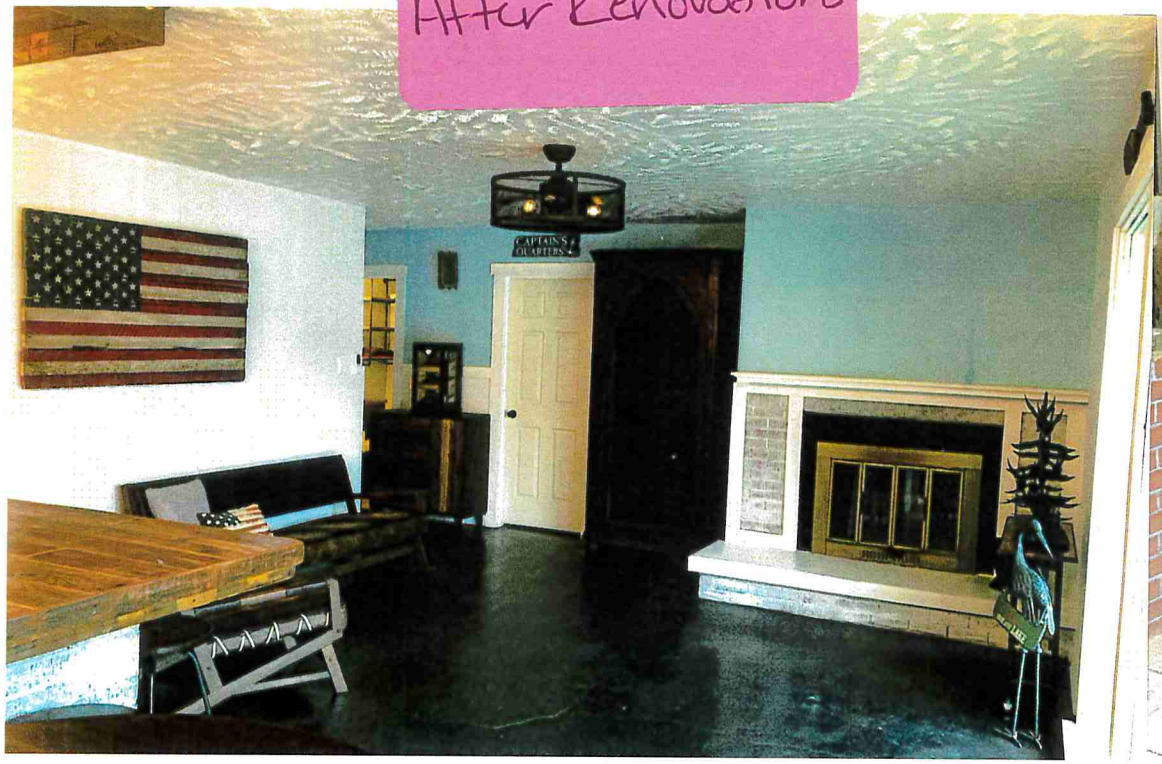
Filling Sandbags as a precaution in case of a flood in 2020

Our rental @ lot #42 that we had to remove.

This home was a total loss for us + our renter - No flood Insurance

After Renovations

Our rental home lot #24 gutted because of flood

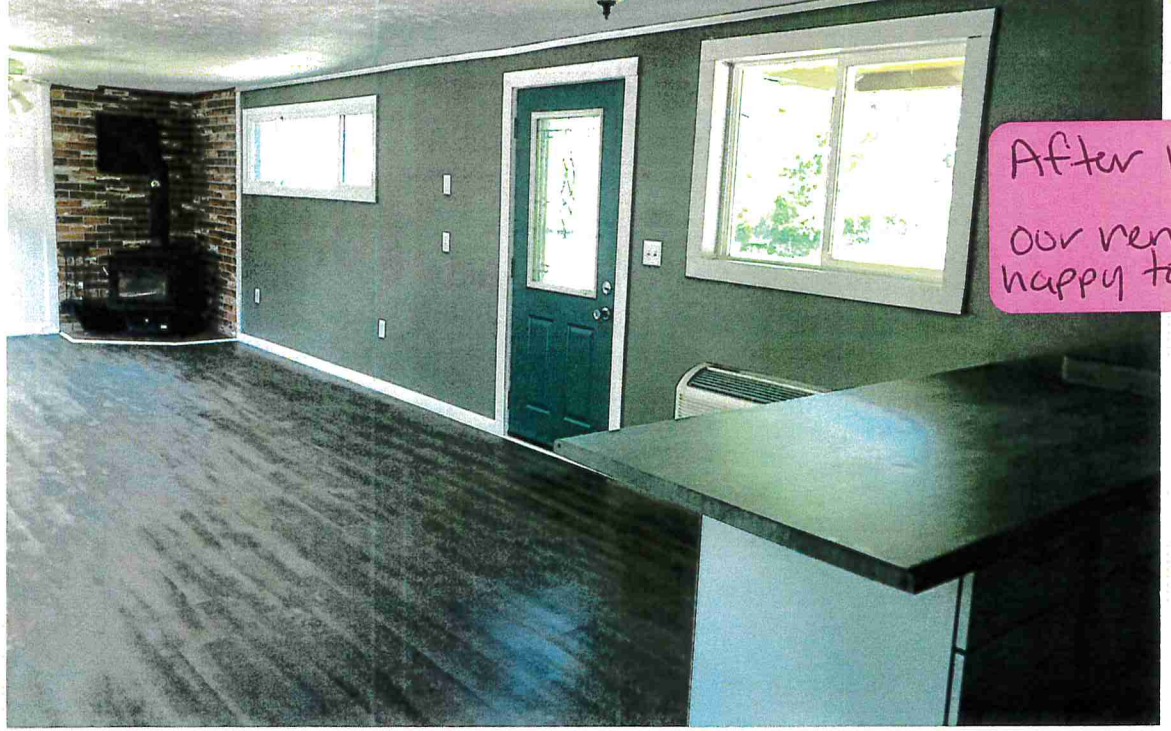


This renter lived in our camper until the home was Completed.

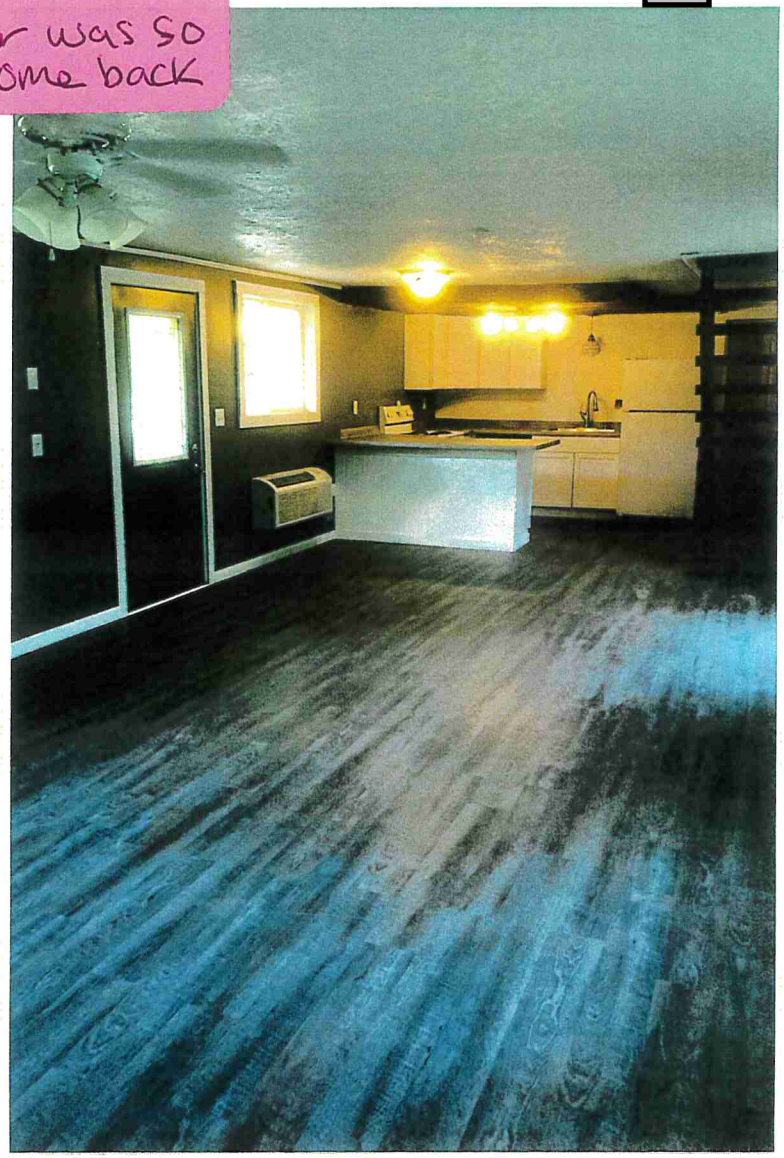
Our rental home lot #16 gutted because of flood

After Renovations

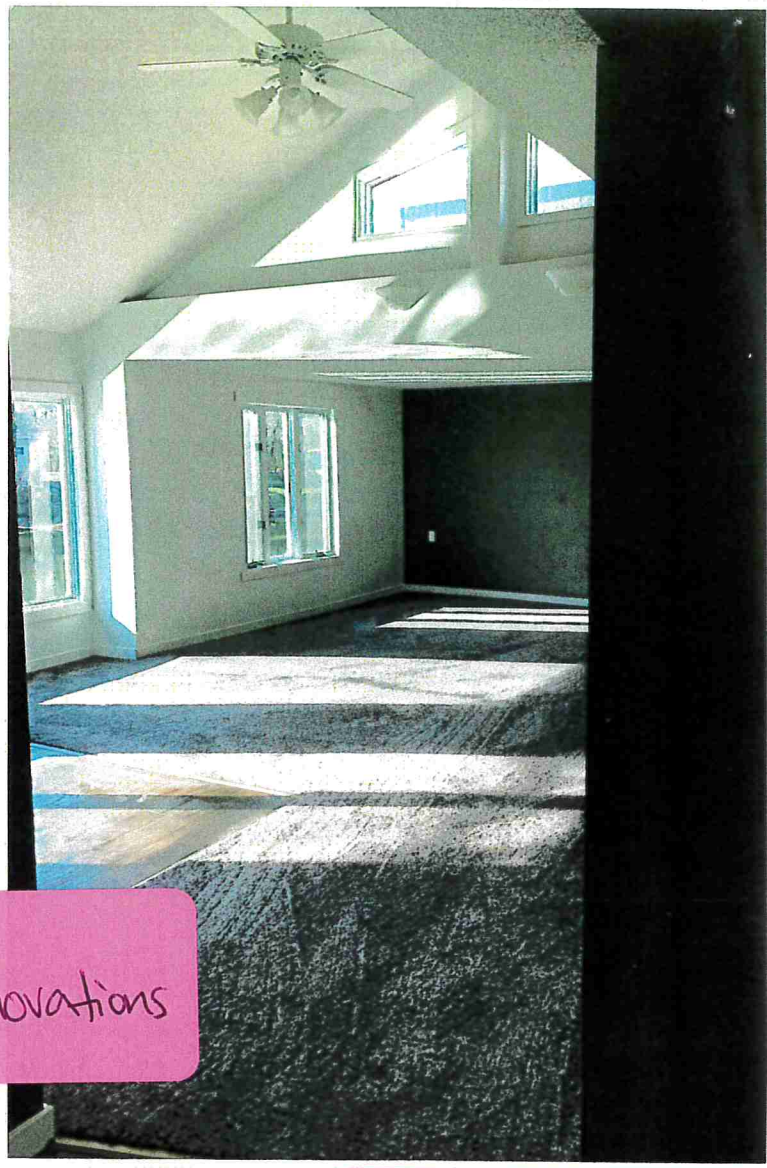
We did most of the work ourselves



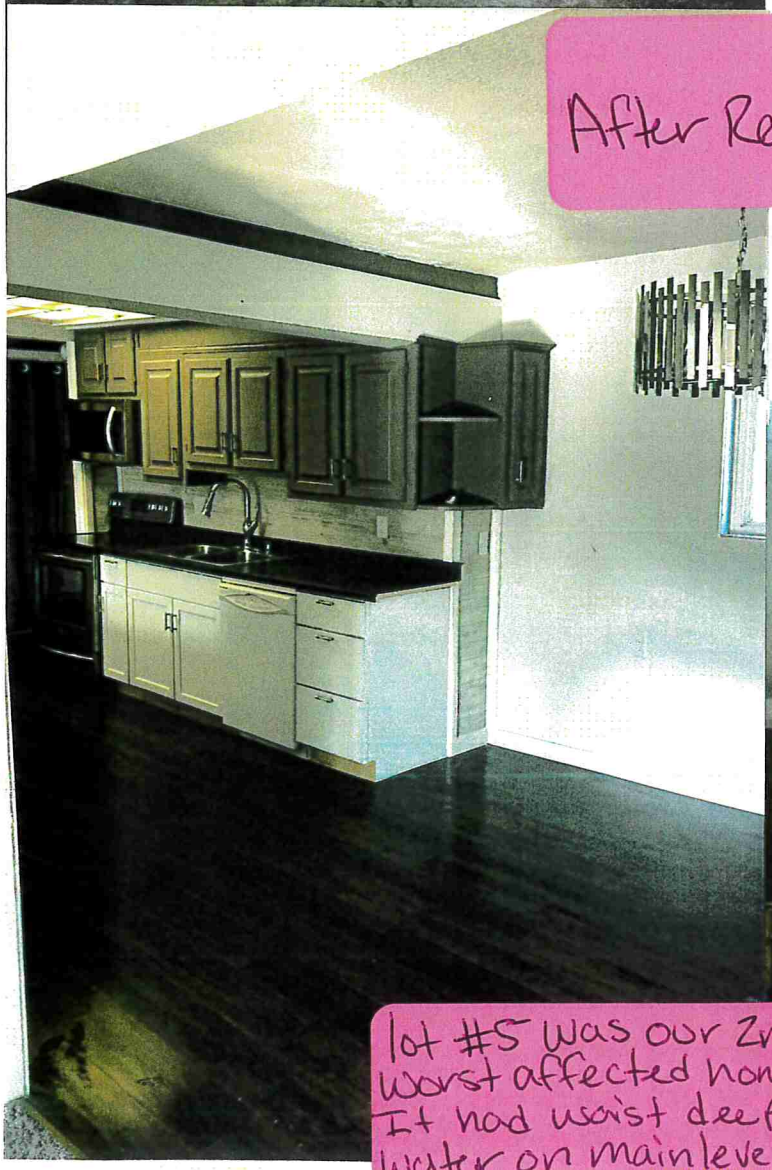
After renovations
our renter was so happy to come back



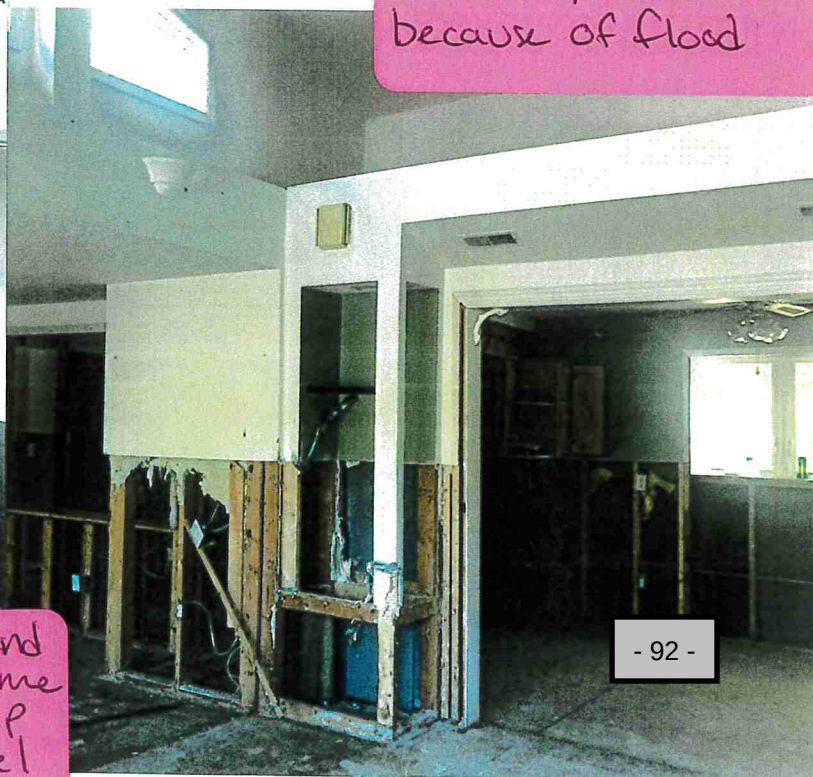
our rental home lot #4 gutted because of flood



After Renovations



Our rental home lot #5 gutted because of flood



lot #5 was our 2nd worst affected home It had waist deep water on mainlevel

RESOLUTION NO. 2020-067

A RESOLUTION OF THE CITY OF FREMONT, NEBRASKA, AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR PROPERTY LOCATED AT LOTS 18, 23 AND 42 EMERSON ESTATES SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 27, T17N, R8E AND THE SOUTHWEST QUARTER OF SECTION 26, T17N R8E 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 six pads with two pads on each of Lots 18, 23 and 42 at Emerson Estates Subdivision a 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 March 16, 2020 and subsequently by the City Council on March 31, 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 six (6) camper pads with a maximum of two pads on each of Lots 18, 23 and 42 Emerson Estates Subdivision is hereby authorized for the following described real estate:

Subject to the following conditions:

- The holding tanks and water systems need to meet all State and local codes and regulations.
- A floodplain development permit will be required.
- Campers must be road ready and not permanently attached to the site.
- The camp pads can only be operational from April 15-October 31.
- The attached rules & regulations and lease are adhered to,
- All other local, state and federal regulations be followed.

PASSED AND APPROVED THIS THE 31st DAY OF MARCH, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

Attachment A

Camp Emerson / Emerson Estates Lease and Regulations
Addendum - Rules. Regulations and Crime Free/ Drug Free

The purpose of these community Rules and Regulations are to assure not only the tenant who signs this Lease, but all residents and tenants of Emerson Estates Lakes Subdivision & **Camp Emerson, that this will be a pleasant, attractive and enjoyable place. It is our sincere desire that this lake community has a quiet, serene atmosphere and an environment that will be enjoyable, both for yourself and your guests. We wish only that your activities be carried on with reasonable consideration of others living and visiting your community. We will expect nothing but the utmost respect from each of our seasonal campers.**

A variance or waiver of certain provisions herein may be permitted with prior written approval by Lessor. A proposed waiver shall not be effective unless it is in writing and signed by Lessor.

This is for the protection and benefits of everyone. Permission of a variance or waiver on one occasion shall not imply permission or variance or waiver on any other occasion not specifically provided for in the written permission. Please bear in mind that consideration of all residents and community appearance will be our first priority when we make such decisions. The following are Rules and Regulations on use of the property, which may be amended from time to time in the sole discretion of Lessor:

1. A current picture of the camping unit must be submitted to Camp Management for approval prior to securing a campsite lease. Incoming camping units must be easily movable. Wheels and hitches must remain intact while on Camp Emerson Property.

2. No unlawful activities, excessive noises, abusive or disturbing language, threatening or aggressive actions toward anyone or toward anyone's property, excessive use of alcohol, any type of illegal drug activity, nuisances and annoyances shall be allowed; No high volume traffic.

3. No Tenant or guests shall trespass on the property of other Tenants nor interfere with reasonable activities of other Tenants; Recreational activity In the streets is prohibited;

4. Discharge of fireworks, pyrotechnics any kind is forbidden except on written approval by Lessor. A fine of $50 will be charged for each item discharged in violation of this provision;

5. A campsite may not be used for any purpose other than that which is granted in this Lease; All camping units must be owner-occupied and subletting or renting of a camp unit or campsite by Tenant is not permitted without written consent of Lessor; Lease holders may not rent, sub-lease or sublet a seasonal site. Any violation of this policy will result in immediate lease termination.

6. All adults that are not registered on the original Lease must be processed through a background screening service and must meet the same criteria as other owners before occupancy and and failure to comply with this regulation will result in immediate rejection of the occupant;

7. No prospective seasonal tenant with a known criminal history will be accepted for tenancy without written permission of Lessor;

8. The adult with whom the agreement is made is responsible for the financial obligations of leasing a campsite, as well as the conduct and behavior of all people occupying the campsite. Overnight sleeping is prohibited outside registered camping units; tents will be allowed if approved prior and will not be allowed for more than a three day term.

9. Tenants are fully responsible for the conduct of their guests and must accompany them throughout the lake area. Tenants must inform their guests of the rules and regulations and inform them they must abide by the rules and regulations; There shall be no visitors without the accompaniment of a Tenant;

10. Hunting and the use of firearms are prohibited;

11. All garbage and trash shall be removed at least once per week, kept in cans with lids and must be sealed. No cans shall be visible, except on garbage days and then only if pickup is done curbside. Trash and garbage shall not be allowed to accumulate on Tenant's leased property nor be placed in the lake. Any garbage or trash left on a lot will be picked up by Classic Enterprises and a charge for that pickup will be charged to the Tenant; Disposal of trash must be managed and disposed of by the tenant. No trash burners are allowed; You are however allowed to burn wood and have campfires in a approved fire ring.

12. Outside portable toilets are banned from all campsites.

13. Pets must under control at all times and, when outdoors, kept in a fenced-in area, tied up on a leash or kenneled and must never be allowed to run at large; Guests are not to bring any pets without prior approval from Lessor; No horses or livestock shall be kept on the property;

14. No alterations or additions of rooms, cabanas or enclosures shall be made to the property or outside structure of any kind built or installed without the prior written permission of Lessor;

15. Lawns, shrubs and any gardens shall be weeded and maintained at all times; lots shall be kept clean and in good repair; Tenants are responsible for the maintenance of their campsite and camping unit, including maintaining a neat appearance. Classic Enterprises will mow if needed and will not be responsible for any damages caused to the camping unit or personal property. Failure to properly care for a campsite will result in the intervention of Classic Enterprises at the expense of the tenant.

16. The speed limit upon the roads on the subdivision is 20 m.p.h.;

17. Tenants shall not use adjacent roads for parking of vehicles by themselves or guests but rather shall allow adequate parking facilities within the boundary of leased premises; No parking in the street or road is allowed as the road is the only access for emergency Vehicles; Guest parking in excess of forty-eight (48) hours must be properly identified by placement of a name and lot number where the guest is visiting. Lessor should also be notified to prevent towing or impoundment;

18. No fences or plantings shall be erected which will unnecessarily obstruct the view of the lake of other Tenants;

19. No fishing boats in excess of 10 h.p. are allowed; NO Jetskis, no obnoxious boat noise will be tolerated.

20. Any water/lake activities are at your own risk. Swimming, paddleboarding and kayaking etc. are allowed.

21. Fishing is catch and release only for seasonal campers.

22. No pools are allowed on the premises except "kiddy pools" with a water depth of six (6)inches or less and must be removed daily;

23. No dredging or grading or dumping dredge material into the lake is permitted without permission of Lessor.

24. Any improvement to the exterior of a camping unit must first receive approval in writing from Classic Enterprises. A diagram with the proposed improvements must be submitted to Classic Enterprises with dimensions, materials, trailer site number, and who will be doing the work. Improvements are limited to non-permanent steps, patio, decks and docks.

25. Tenant shall use the highest degree of care to keep the premises safe, clean and sanitary to comply with applicable standards of all applicable housing and building codes;

26. Tenant shall refrain from carrying on any use of the premises which would be deemed hazardous by the insurance carrier of the premises;

27. Tenant shall refrain from storing or keeping unlicensed motor vehicles, non-operational motor vehicles, unlicensed motorcycles, non-operational motorcycles,

28. Patios and decks shall not be used for storage of anything not authorized. Only lawn or patio furniture shall be allowed on decks, patios or lawns. Storage is limited to patio furniture, portable grills, bicycles and neatly stacked firewood. Items that are not labeled for outdoor use (indoor couches or furniture, etc.) may not be kept outside the trailer at any time. Off-season storage is not permitted.

29. Leases are not valid for year-round occupancy. Campers will not be stored at Emerson Estates during the winter. Camp Emerson is closed from November 1st until April 15th and storage or use of camping pads is prohibited.

30. No dismantling and/or repairing of automobiles, trucks, boats, motorcycles or trailers shall take place on the premises;

31. No disabled vehicles, or vehicles without current registration or licensing, shall be parked on the premises and Tenant will be responsible for any damage to the lot, pavement or driveways caused by oil or other fluids;

32. No commercial vehicles and/or equipment shall be on the premises at any time without written permission from the Lessor. The parking of semi trucks or trailers on the premises or roadway areas at any time is strictly prohibited;

33. No Tenant shall use neighboring vacant lots for personal storage, parking, dumping trash, gardens, trampolines or for any other purpose in the absence of express written permission of the Lessor;

34. Tampering with any electrical utility panel is a felony under the penalty of law. Outside lighting on a camping unit is permitted but must be respectful of others around. Propane tanks must be safely secured to camping unit.

35. If a lot is not kept up to any of the above standards, Lessor reserves the right to have the lot brought into conformance with those standards at Tenant's expense. All charges shall be considered additional rent and shall be billed to the Tenant. Tenant will incur a minimum charge of forty dollars ($40) per hour.
36. Quiet hours are from 1Opm until 8am. Loud parties, nuisance or disrespect to neighbors will not be tolerated.

Failure to comply with Camp Emerson lease policies may result in eviction, the removal of unit at the owner's expense, and the forfeiture of all fees and deposits paid. Leases are not transferable. A new lease must be obtained for all new arrivals, and new ownership of an existing trailer. Leases are automatically terminated with a sale or permanent removal of any camping unit.

The purpose of the Rules and Regulations are to provide a community and lake area that will be neat, clean, quiet, safe and enjoyable for all the residents and seasonal campers. Let us all work together to make our community a wonderful place to enjoy. Please help by observing the above rules and regulations.

The Lessor reserves the right, upon thirty (30) days' written notice, to make changes, additions or addendums to the Rules and Regulations. These Rules and Regulations and the Lease may contain similar provisions regarding the conduct of the residents. If there is a conflict between the similar provisions, the stricter standard shall be deemed to be the one used. The Lessor will not be held responsible for the loss or damage to property or vehicles of the resident or guest by fire, theft, acts of God or personal injury at any other place in Emerson Estates Lakes Subdivision and Camp Emerson.

CRIME FREE/DRUG FREE

In consideration of the execution or renewal of the Lease, Lessor and Tenant agree to the following:

1. Neither Tenant nor any member of the Tenant household, nor any guest or other person under the Tenant's control, shall engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. Section 802]).

2. Neither Tenant, nor any member of the Tenant household, nor any

guest or other person under the Tenant's control, shall engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.

3. Neither Tenant, nor any member of the Tenant household, nor any guest or other person under the Tenant's control, shall permit the premises to be used for, nor facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

4. Neither Tenant, nor any member of the Tenant household, nor any guest or other person under the Tenant's control, shall engage In the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance as defined by the local sheriff or police, at any locations, whether on or near the premises or otherwise.

5. Neither Tenant, nor any member of the Tenant household, nor any guest or other person under the Tenant's control, shall engage in any illegal activity, including prostitution, criminal street gang activity, threatening or intimidating activities, assault- Including but not limited to the unlawful discharge of firearms on or near the dwelling premises - or any breach of the Lease that otherwise jeopardizes the health, safety and welfare of the Lessor, Lessor's agent or other persons, or involving imminent serious property damage.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF ANY AGREEMENT AND/OR LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any provisions of this Addendum shall be deemed a serious violation and a material and irreparable non-compliance. It Is understood that a single violation shall be good cause for immediate termination of any Lease. There is no "good cause" requirement of Nebraska for lease terminations. Unless otherwise prohibited by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

(Any violation of paragraphs 1 through 5 of this Addendum shall be a nuisance and Lessor may terminate any Lease pursuant to State law.)

7. In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of this Addendum shall govern.

Lessor: Classic Enterprises, LLC, Tenant(s): Read, Understood and Accepted A Nebraska Limited Liability Company

By_____

Jason & Laura Griffis, President

Staff Report

TO: Honorable Mayor and City Council

FROM: Jennifer L. Dam, AICP, Planning Director

DATE: March 31, 2020

SUBJECT: Request for Amendment to the South Fremont Redevelopment Plan

Recommendation: Approval of Resolution # 2020-065

Background:

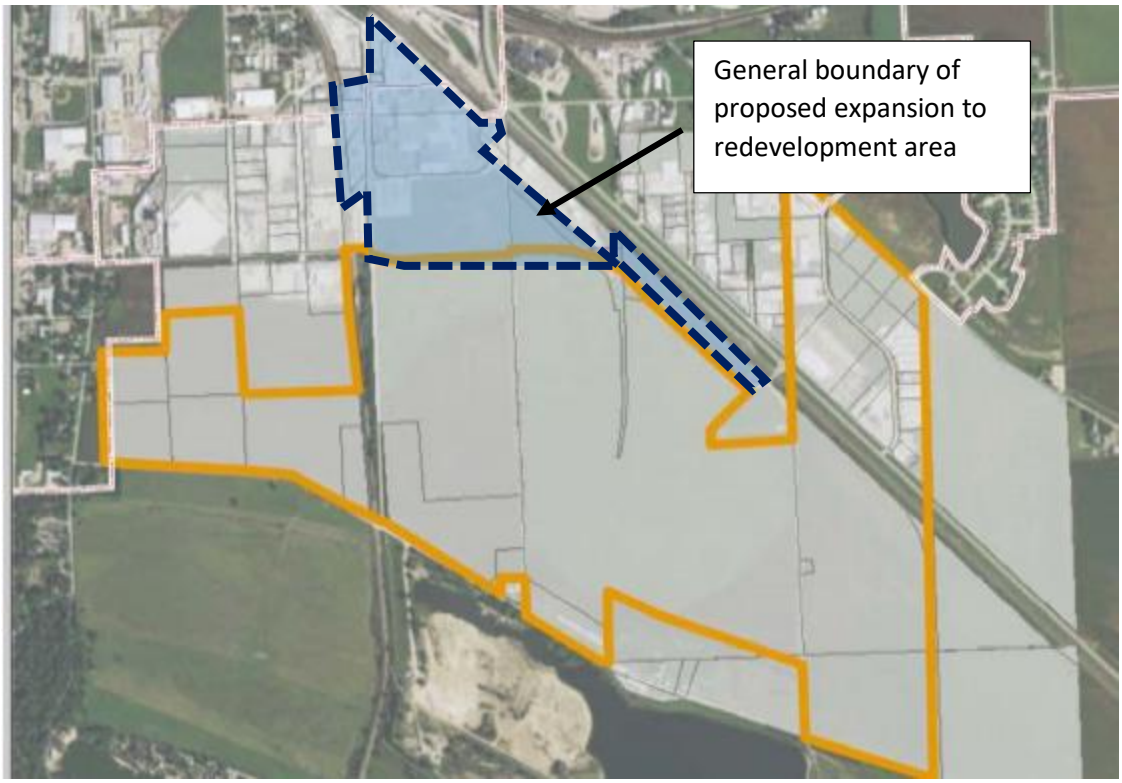
This is a request for an amendment to the South Fremont Industrial Redevelopment Plan to expand the redevelopment area and include the WholeStone Farms project.

The Planning Commission held a public hearing on March 16th and recommended approval of the amendment with the findings in the staff report. They voted 5-0 with Landholm, Nielsen, Sookram, Carlson and Gifford voting in favor.

The South Fremont Industrial Redevelopment area was declared blighted and substandard by the Fremont City Council on July 12, 2016 by Resolution #2016-116.

The South Fremont Redevelopment Plan was approved July 19, 2016 by Resolution #2016-123.

This proposal expands the redevelopment plan area to include the property owned and operated by WholeStone Farms as shown generally on the map below, and more specifically in the attached plan.



The area for which projects are proposed consists of approximately 62.4 acres that have been mostly developed with industrial uses and parking lots.

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

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

The plan notes that WholeStone has initiated a $31,000,000 rehabilitation project that will construct a CO_2 stun facility, additional office space, a carcass cooler and employee wellness facilities. It is anticipated that these improvements will increase annual property taxes in the realm of $220,000.

The proposed Redevelopment Project plan notes that the Redeveloper will incur costs of over $80,000,000 for the acquisition and installation of equipment as part of the project. However, those improvements are not economically viable without the use of tax increment financing (TIF) for eligible public improvements.

The plan states that the needed improvements include:

> … installation of a wastewater lift station and force main, wastewater lagoon system, and installation of a substation, to support increased production, in order for the existing facilities to remain operational. Further, the portion of the Project Site that is vacant and underdeveloped requires additional upfront costs, such as site preparation and grading, in order to be developed. Due to the 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 proposed Redevelopment Plan includes “Exhibit E” which addresses the statutory elements required in such a plan. (Attached with the proposed plan amendment.)

The plan states that the “Project will consist of the construction of over 500,000 square feet of new food processing facilities, renovation and rehabilitation of the existing facilities, parking lots, and ancillary improvements on the Project Site and in the Redevelopment Area in a series of up to nine phases. Implementation of the Project in multiple phases is crucial to the successful development of the Project because it will allow the Redeveloper to maximize the tax increment financing resources available for critical public improvements in the Redevelopment Area.”

The total project improvements are estimated to be $300,000,000 to expand the plant and upgrade the facilities.

The private improvements include approximately $24,118,000 of proposed TIF investment to add a wastewater line, wastewater lagoons and electrical substation, among other things.

The Cost Benefit Analysis is included in Exhibit F of the plan.

The cost benefit analysis estimates the following tax shift based on the 2019 Dodge County tax levy and estimated completed assessed value of the buildings:

Estimated Base Project Area Valuation:	$29,0981,000
Estimated Completed Project Assessed Valuation:	$147,054,000

Estimated Tax Increment Base	$117,073,000
Estimated Annual Projected Tax Shift:	$2,440,000

The developer proposes that approximately $24,118,000 be financed with TIF to provide for the construction and installation of infrastructure, acquisition and related improvements.

Findings:

The area was declared blighted and substandard in July 2016.

The industrial uses are consistent with the Comprehensive Plan.

The estimated annual projected tax shift is $2,440,000

The estimated total project investment is approximately $300,000,000

An estimated $24,118,000 in tax increment financing is necessary to provide for the construction and installation of infrastructure and related eligible expenditures.

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

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

RESOLUTION 2020-065

**AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE
SOUTH FREMONT INDUSTRIAL REDEVELOPMENT AREA
IN THE CITY OF FREMONT, NEBRASKA**

(WHOLESTONE FARMS 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 South Fremont Industrial Redevelopment Area in the City of Fremont, as amended (the "Redevelopment Plan"). The Redevelopment Plan was prepared by the City in June of 2016 and was approved by the City Council of the City on July 19, 2016. 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 purposes of this Plan Amendment are to: (a) amend the Redevelopment Area described in the Redevelopment Plan to add certain blighted and substandard property, as depicted on the map attached hereto as Exhibit "A" and incorporated herein by this reference (the "Additional Redevelopment Area"), to the Redevelopment Area; and (b) identify the specific projects within the Redevelopment Area that will cause the removal of blight and substandard conditions on the Project Site, as hereinafter defined (the "Project"), and describe the implementation of the Project, which will occur in multiple phases.

I. GENERAL AMENDMENT

The Additional Redevelopment Area to be added to the South Fremont Industrial Redevelopment Area pursuant to this Plan Amendment was identified in the Blight and Substandard Study prepared by JEO Consulting Group, Inc. in May of 2016, and was declared blighted and substandard by the City Council of the City of Fremont on July 12, 2016. However, the Redevelopment Plan for the South Fremont Industrial Redevelopment Area was limited to those areas both: (a) within the Designated Blight and Substandard Area, as defined in the Blight and Substandard Study, and (b) annexed or conditionally annexed into the corporate limits of the City of Fremont.

The Additional Redevelopment Area will be annexed by the City of Fremont upon approval of an annexation ordinance by the City Council of the City of Fremont, which will be considered on March 31, 2020. The Additional Redevelopment Area is adjacent to, contiguous with, and an uninterrupted continuation of the South

Fremont Industrial Redevelopment Area. A map of the Additional Redevelopment Area is attached hereto as Exhibit "A", and a map of the Revised Redevelopment Area, consisting of both the South Fremont Industrial Redevelopment Area and the Additional Redevelopment Area, is attached hereto as Exhibit "B".

This Plan Amendment amends the Redevelopment Plan to redefine the South Fremont Industrial Redevelopment Area as the Revised Redevelopment Area, such that any future reference to the South Fremont Industrial Redevelopment Area shall be deemed to include the property described herein as the Revised Redevelopment Area. The legal description and map of the South Fremont Industrial Redevelopment Area set forth in the Redevelopment Plan are hereby amended and replaced in their entirety such that the South Fremont Industrial Redevelopment Area shall consist of the property set forth on the map attached hereto as Exhibit "B".

II. PROJECT-SPECIFIC AMENDMENT

The project under consideration consists of the construction of a series of improvements and expansions of the operations to include new food processing facilities, rehabilitation of existing food processing facilities, and associated improvements, all on the site legally described on the attached and incorporated Exhibit "C" (the "Project Site"). The Redeveloper, as hereinafter defined, has already evidenced a commitment to revitalization of the Project Site, with an initial investment of over $31,000,000 in the construction of a CO_2 stun facility, additional office and employee wellness facilities, and a carcass cooler (the "Preliminary Improvements"). These Preliminary Improvements, which are outside the scope of the Project, will result in an immediate increase in property taxes to the City and other local taxing jurisdictions. It is anticipated that the Preliminary Improvements will be completed in 2020, and that upon completion, the annual increase in property taxes that will be created by the Preliminary Improvements will be in the realm of $220,000. In addition to the cost of the Preliminary Improvements, the Redeveloper anticipates that it will incur costs of over $80,000,000 for acquisition and installation of equipment as part of the Project. Thus, while the Redeveloper has commenced construction on the Preliminary Improvements, it has determined that construction of the improvements constituting the Project, as hereinafter described, is not economically feasible without the use of tax increment financing for eligible public improvements.

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 home to food processing facilities with over 500,000 square feet of office and manufacturing space. The existing facilities, some of which are over 70 years old, are outdated and in need of significant renovation and rehabilitation. The facilities were operated by Hormel Foods Corporation ("Hormel") until 2018, when Hormel determined that it would discontinue operations at the facilities because a substantial capital investment for renovation and modernization of the facilities would be required for the facilities to remain viable. In particular, construction of a wastewater treatment facility, including a lift station and force main, and installation of public infrastructure will be required to accommodate a double shift, which is necessary to compete in the current food processing market. The remainder of the Project Site is currently vacant and underdeveloped.

The Project Site and the existing facilities will require significant upfront costs, including installation of a wastewater lift station and force main, wastewater lagoon system, and installation of a substation, to support increased production, in order for the existing facilities to remain operational. Further, the portion of the Project Site that is vacant and underdeveloped requires additional upfront costs, such as site preparation and grading, in order to be developed. Due to the upfront costs required to eliminate the blighted and substandard conditions from the Project Site, the Project is not feasible without the use of tax increment financing, which will be used to pay for eligible expenditures under the Act. The redevelopment of the Project Site is anticipated to eliminate the current blight and substandard conditions of the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan.

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

Description of the Project

WholeStone Farms II, LLC (the "Redeveloper") has submitted a proposal for the redevelopment of the Project Site. The Project will consist of the construction of over 500,000 square feet of new food processing facilities, renovation and rehabilitation of the existing facilities, parking lots, and ancillary improvements on the Project Site and in the Redevelopment Area in a series of up to 9 phases. Implementation of the Project in multiple phases is crucial to the successful development of the Project because it will allow the Redeveloper to maximize the tax

increment financing resources available for critical public improvements in the Redevelopment Area.

A. The Private Improvements

The Redeveloper will pay the costs of the private improvements, including the costs of construction of the new facilities and renovation of the existing facilities. A more detailed description of the private improvements constituting the Project is set forth below.

- Phase 1 of the Project will include construction of an approximately 14,000 square foot wastewater pre-treatment plant at a cost of roughly $22,000,000.
- Phase 2 will consist of an approximately 110,000 square foot expansion to the pork fabrication floor, as well as renovation of the existing pork fabrication floor, at an estimated total cost of over $150,000,000.
- Phase 3 is anticipated to include construction of a new approximately 82,000 square foot cold storage facility to hold finished products prior to distribution to customers, which will cost roughly $31,500,000.
- Phase 4 will consist of construction of a new rendering facility at an estimated cost of $32,000,000.
- Phase 5 is anticipated to include construction of a new approximately 23,000 square foot snap chilling cooler at a cost of roughly $28,600,000.
- Phase 6 is anticipated to include renovation and rehabilitation of the existing equilibrium cooler at a cost of around $14,600,000.
- Phase 7 will include expansion of existing office facilities, which is estimated to cost around $2,200,000.
- Phase 8 will consist of construction of a new approximately 33,000 square foot livestock barn at a cost of roughly $6,500,000.
- Phase 9 will include the expansion of the cold storage facilities by approximately 40,000 square feet at a cost of around $12,600,000.

The proposed site plan for the Project is attached hereto as Exhibit "D" (the "Site Plan"). The Site Plan is conceptual in nature and is subject to revision, 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 the operational needs of the Redeveloper. Further, one or more phases of the Project may be consolidated and governed by a single Redevelopment Agreement depending on the Redeveloper's construction schedule.

B. The Public Improvements

As part of the Project, the CDA shall capture available tax increment revenues generated by the redevelopment of the individual phases of the Project to reimburse the Redeveloper or assist in payment for the public improvements in the Redevelopment Area listed as eligible expenditures under the Act and more fully described in the Redevelopment Agreements for the Project. Such public

improvements may include, but are not limited to, the following:

(i) *Force Main*. The Project will require installation of a force main to transfer waste to a wastewater lagoon at a cost of approximately $780,000.

(ii) *Wastewater Lagoon System*. The Project will require construction of a wastewater lagoon on the Project Site or within the Redevelopment Area at a cost of roughly $5,000,000.

(iii) *Double-Shift Wastewater Lagoon*. In order for the Project to accommodate a double-shift, the Project will require construction of an additional wastewater lagoon on the Project Site or within the Redevelopment Area at an estimated cost of $9,500,000.

(iv) *Substation*. The Project will require construction of an electrical substation at a cost of around $5,400,000.

(v) *Additional Public Improvements*. Additional public improvements may include, but are not limited to, site acquisition, site preparation and grading, architectural and engineering fees, installation of additional public utilities, installation of streets and sidewalks, construction of a wastewater lift station, landscaping, façade enhancements, energy enhancements, and other improvements deemed feasible and necessary in support of the public health, safety, and welfare which qualify as eligible expenditures for public improvements under the Act.

The specific public improvements for which the available tax increment revenues generated by the Project will be used will be described in more detail in each Redevelopment Agreement. The redevelopment of the Project Site pursuant to this Plan Amendment will eliminate the blight and substandard conditions on the Project Site and further the purposes of the Act in conformity with the South Fremont Industrial Redevelopment Plan. In addition, the eligible public improvements that are a part of the Project will facilitate the further development of the South Fremont Industrial Redevelopment Area and surrounding areas.

Implementation of the Project

The Redeveloper intends to complete the Project in multiple phases over a period of years. In order to do so, the CDA and the Redeveloper acknowledge and agree that the Project Site may be subdivided and rezoned incrementally in connection with each phase of the Project. The private improvements and the public improvements to be constructed by the Redeveloper as a part of each phase will be more particularly described Redevelopment Agreements for one or more phases of the Project between the CDA and the Redeveloper.

The implementation of each phase will mirror the Redeveloper's anticipated

construction schedule. Each phase may support separate tax increment financing indebtedness for such phase. Further, the "Effective Date" for the division of the ad valorem taxes generated by each phase of the Project will be determined for each phase by its construction schedule and completion date 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 incrementally increase its production capacity, while continuing to operate during the transition period. Further, the implementation of the Project in multiple phases will allow the Redeveloper to adapt subsequent phases of the Project to the needs of its growing business. For this reason, the Project, including (i) the quantity and type of food processing facilities, (ii) the size of each facility, and (iii) the schedule for implementation of each phase of the Project, is subject to adjustment. The CDA acknowledges that any adjustments to the private improvements, the public improvements, or the timing of construction of each phase of the Project shall be a minor modification to the Redevelopment Plan and this Redevelopment Plan Amendment.

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

Statutory Elements

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

Cost-Benefit Analysis

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

EXHIBIT "A"
Additional Redevelopment Area

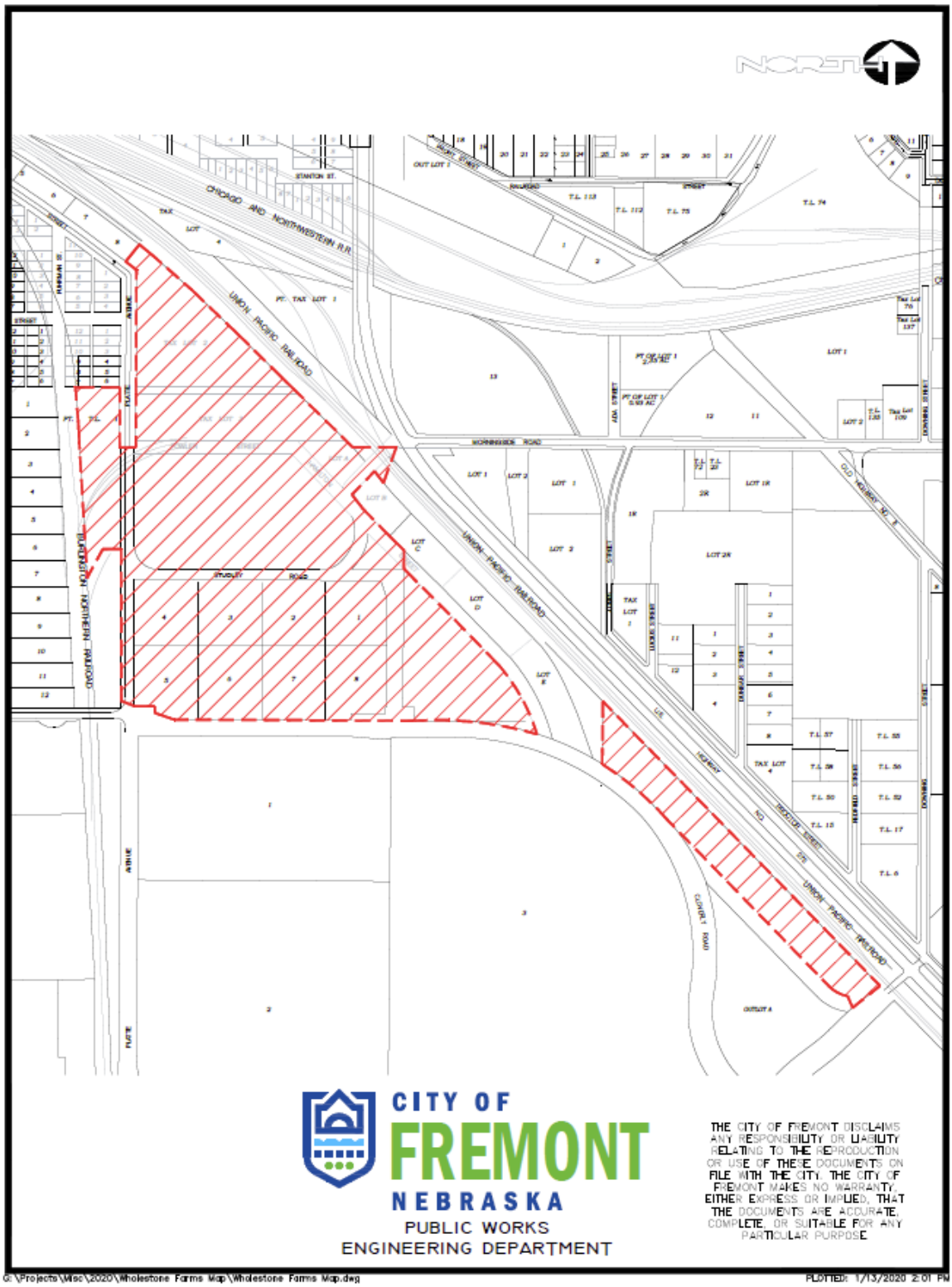
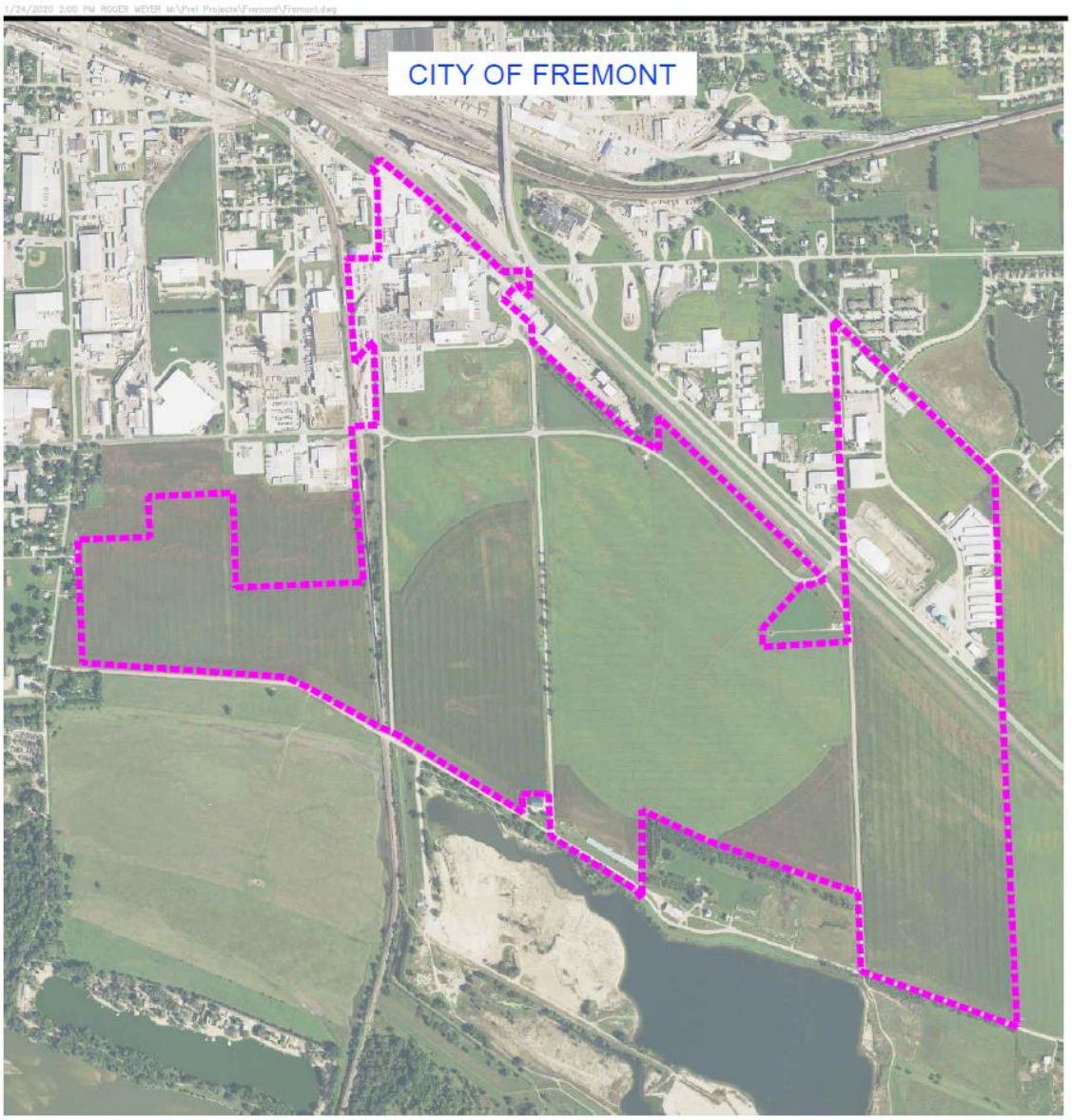


Exhibit "A"

EXHIBIT "B"
Revised Redevelopment Area



Legend

Redevelopment Area

N

0' 600' 1200'

Job Number: XXXX-XXX

thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 www.td2co.com

Date: 01-23-2020
Drawn By: RTM
Reviewed By: JDW
Revision Date: ..

City of Fremont

Redevelopment Area Exhibit

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EXHIBIT "C"
Project Site

Parcel 1
LOTS 1 THRU 8, INCLUSIVE, BLOCK 5, ROAD-RAIL SUBDIVISION IN DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF VACATED CLOVERLY ROAD ADJACENT THERETO ON THE SOUTH, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SE CORNER OF THE NE 1/4 OF THE NE 1/4 OF SECTION 26, T17N, R8E OF THE 6TH P.M ., DODGE COUNTY; THENCE N89°57'18"W (ASSUMED BEARING) 48.00 FEET ON THE SOUTH LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE N00°09'43"E 33.00 FEET ON A LINE 48.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26 TO THE SE CORNER OF SAID LOT 8 AND THE POINT OF BEGINNING; THENCE CONTINUING N00°09'43"E 537.00 FEET ON THE EAST LINES OF SAID LOTS 8 AND 1; THENCE N19°40'50"W 94.27 FEET ON THE EAST LINE OF SAID LOT 1 TO THE NE CORNER THEREOF; THENCE N89°52'04"W 1211.05 FEET ON THE NORTH LINES OF SAID LOTS 1, 2, 3 AND 4 TO THE NW CORNER OF SAID LOT 4; THENCE S00°08'48"W 627.58 FEET ON THE WEST LINES OF SAID LOTS 4 AND 5 TO THE SW CORNER OF SAID LOT 5; THENCE S89°57'18"E 96.90 FEET ON THE SOUTH LINE OF SAID LOT 5; THENCE S00°02'42"W 33.00 FEET TO THE CENTER LINE OF VACATED CLOVERLY ROAD; THENCE S71°08'03"E 102.31 FEET TO THE SOUTH LINE OF VACATED CLOVERLY ROAD; THENCE S89°57'18"E 873.00 FEET ON THE SOUTH LINE OF VACATED CLOVERLY ROAD; THENCE N84°24'02"E 162.83 FEET; THENCE N00°09'43"E 17.00 FEET ON THE CENTER LINE OF VACATED CLOVERLY ROAD; THENCE S89°57'18"E 7.00 FEET ON THE CENTER LINE OF VACATED CLOVERLY ROAD; THENCE N00°09'43"E 33.00 FEET TO THE SOUTH LINE OF SAID LOT 8; THENCE S89°57'18"E 7.00 FEET ON THE SOUTH LINE OF SAID LOT 8 TO THE POINT OF BEGINNING.

CONTAINING 19.502 ACRES MORE OR LESS

Parcel 2
PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 23, TOGETHER WITH PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 26, ALL IN T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23; THENCE N89°51'48"E (ASSUMED BEARING) 40.00 FEET ON THE SOUTH LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23 TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EAST LINE OF PLATTE AVENUE; THENCE N00°31'55"E 860.12 FEET ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23 TO THE SOUTH LINE OF FACTORY STREET; THENCE NORTHWESTERLY ON THE SOUTH LINE OF FACTORY STREET ON A 5544.75 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N49°58'07"W, CHORD DISTANCE 62.10 FEET, AN ARC DISTANCE OF 62.10 FEET; THENCE N39°26'21"E 115.75 FEET TO THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE SOUTHEASTERLY ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY ON A6675.80 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S47°17'10"E, CHORD DISTANCE 637.62 FEET, AN ARC DISTANCE OF 637.86 FEET; THENCE S44°31'19"E 85.35 FEET ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE S44°29'49"E 808.55 FEET ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY TO THE

WEST LINE OF HAMILTON STREET;

THENCE N89°52'04"W 833.22 FEET ON THE NORTH LINE OF STUDLEY ROAD; THENCE NORTHWESTERLY ON THE NORTH LINE OF STUDLEY ROAD AND THE EAST LINE OF PLATTE AVENUE ON A 117.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N44°51'46"W, CHORD DISTANCE 165.49 FEET, AN ARC DISTANCE OF 183.82 FEET TO A POINT 40.00 FEET EAST OF THE WEST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE N00°08'48"E 475.49 FEET ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26 AND ON THE EAST LINE OF PLATTE AVENUE TO THE POINT OF BEGINNING.

CONTAINING 27.086 ACRES MORE OR LESS.

Parcel 3

PART OF THE SW 1/4 OF THE SE 1/4 OF SECTION 23 TOGETHER WITH PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 26, ALL IN 17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE NE CORNER OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE N89°45'02"W (ASSUMED BEARING) 33.00 FEET ON THE NORTH LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST LINE OF PLATTE AVENUE; THENCE S00°08'48"W 566.94 FEET ON A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NW 1/4 AND ON THE WEST LINE OF PLATTE AVENUE TO THE NORTH LINE OF A BURLINGTON NORTHERN RAILROAD SIDE TRACK; THENCE SOUTHWESTERLY ON THE NORTH LINE OF SAID BURLINGTON NORTHERN RAILROAD SIDE TRACK ON A 504.39 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S41°48'56"W, CHORD DISTANCE 241.42 FEET, AN ARC DISTANCE OF 243.79 FEET TO THE EAST LINE OF SAID BURLINGTON NORTHERN RAILROAD MAIN TRACK; THENCE N02°41'05"W 891.89 FEET ON THE EAST LINE OF SAID BURLINGTON NORTHERN RAILROAD MAIN TRACK TO A POINT 142.00 FEET NORTH OF THE SOUTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 23; THENCE S89°25'05"E 189.52 FEET ON A LINE 142.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SW 1/4 TO THE WEST LINE OF PLATTE AVENUE; THENCE S00°31'55"W 142.00 FEET ON A LINE 40.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SW 1/4 AND ON THE WEST LINE OF PLATTE AVENUE TO THE SOUTH LINE OF SAID SW 1/4; THENCE S89°45'02"E 7.00 FEET ON THE SOUTH LINE OF SAID SW 1/4 TO THE POINT OF BEGINNING.

CONTAINING 3.321 ACRES MORE OR LESS.

Parcel 4

TAX LOTS 4 AND 81 LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 25, T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF VACATED CLOVERLY STREET ADJACENT THERETO ON THE SOUTH, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25; THENCE S89°23'45"E (ASSUMED BEARING) 33.00 FEET ON THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25; THENCE N00°09'43"E 33.00 FEET ON A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NW 1/4 OF THE NW

1/4 OF SAID SECTION 25 TO THE NORTH LINE CLOVERLY ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING N00°09'43"E 547.33 FEET ON A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25 TO THE WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN AND UNION PACIFIC RAILROADS; THENCE S44°16'46"E 949.87 FEET ON THE WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN AND UNION PACIFIC RAILROADS TO THE NORTH LINE OF CLOVERLY ROAD; THENCE NORTHWESTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 1388.22 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N80°57'48"W, CHORD DISTANCE 407.15 FEET, AN ARC DISTANCE OF 408.62 FEET; THENCE N89°23'45"W 205.81 FEET ON A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25 AND ON THE NORTH LINE OF CLOVERLY ROAD; THENCE N00°09'43"E 66.00 FEET ON THE NORTH LINE OF CLEVERLY ROAD; THENCE N89°23'45"W 57.00 FEET ON THE NORTH LINE OF CLOVER LY ROAD TO THE POINT OF BEGINNING.

CONTAINING 4.322 ACRES MORE OR LESS.

Parcel 5

PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 25, T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 25, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE NW CORNER OF THE NW 1/4 OF SAID SECTION 25; THENCE S00°09'43"W (ASSUMED BEARING) 137.88 FEET, MORE OR LESS, ON THE WEST LINE OF SAID NW 1/4 TO THE CENTER LINE OF THE UNION PACIFIC RAILROAD; THENCE S44°16'46"E 706.80 FEET ON THE CENTER LINE OF SAID UNION PACIFIC RAILROAD; THENCE S45°43'14"W 196.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S45°43'14"W 29.38 FEET; THENCE S44°16'46"E 518.40 FEET; THENCE SOUTHEASTERLY ON A 771.11FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S41°05'56"E, CHORD DISTANCE 85.57 FEET, AN ARC DISTANCE OF 85.61 FEET; THENCE S37°55'06"E 183.90 FEET TO THE NORTH LINE OF CLOVERLY ROAD; THENCE SOUTHEASTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 1388.22 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S67°17'24"E, CHORD DISTANCE 52.40 FEET, AN ARC DISTANCE OF 52.40 FEET; THENCE N37°55'06"W 234.21 FEET; THENCE NORTHWESTERLY ON A 776.99 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N41°05'54"W, CHORD DISTANCE 86.23 FEET, AN ARC DISTANCE OF 86.28 FEET; THENCE N44°16'46"W 490.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.527 ACRES MORE OR LESS.

Parcel 6

PART OF NW 1/4OFTHE NW 1/4OFSECTION 25, T17N, R8EOFTHE 6TH P.M., DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 25, TOGETHER WITH PART OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 25, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT SE CORNER OF THE SE 1/4 OF THE NE¼ OF SAID SECTION 25;

THENCE S00°20'14"W (ASSUMED BEARING) 213.87 FEET ON THE EAST LINE OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 25 TO THE SOUTH LINE OF THE UNION PACIFIC RAILROAD; THENCE N44°16'46"W 306.95 FEET ON THE SOUTH LINE OF THE UNION PACIFIC RAILROAD TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH LINE OF CLOVERLY ROAD; THENCE CONTINUING N44°16'46"W 1964.14 FEET ON THE SOUTH LINE OF THE UNION PACIFIC RAILROAD TO THE EAST LINE OF A RAILROAD SPUR TRACK RIGHT-OF-WAY; THENCE S00°33'14"W 310.28 FEET ON THE EAST LINE OF SAID SPUR TRACK RIGHT-OF-WAY TO THE NORTH LINE OF CLOVERLY ROAD; THENCE SOUTHEASTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 1388.22 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S51°03'54"E, CHORD DISTANCE 328.50 FEET, AN ARC DISTANCE OF 328.82 FEET; THENCE S44°16'46"E 1238.35 FEET ON THE NORTH LINE OF CLOVERLY ROAD; THENCE SOUTHEASTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 180.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S89°16'46"E, CHORD DISTANCE 254.56 FEET, AN ARC DISTANCE OF 282.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.696 ACRES MORE OR LESS.

EXHIBIT "D"
Site Plan

N

EXHIBIT "E"
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 the Project Site.

B. Population Density

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

C. Land Coverage

The Project will consist of construction of over 500,000 square feet of manufacturing and office space, and renovation of the existing facilities on the Project Site. The Project Site, which will be subdivided as part of the phased implementation of the Project, consists of over 68 acres. The Project will meet the applicable land-coverage ratios and zoning requirements as required by the City of Fremont.

D. Traffic Flow, Street Layouts, and Street Grades

Access to the Project Site is currently available via South Platte Avenue to the West and Yager Road to the East. Additionally, access to from the Project Site to Old U.S. Highway 275 is available via East Cloverly Road located immediately South of the Project Site. While the Project is anticipated to increase traffic flow to and from the Project Site as a result of the increase in production and employment on the Project Site, the adjacent public rights-of-way should be adequate to accommodate the increase in traffic flow. Further, the implementation of the Project in phases is 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 surface parking lots to serve the additional food processing facilities constructed that will meet or exceed the parking requirements set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

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

EXHIBIT "F"
Cost-Benefit Analysis

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

The WholeStone Farms Redevelopment Project (the "Project") will consist of construction of food processing facilities and the renovation and rehabilitation of existing food processing facilities on the Project Site in up to 9 phases. The private improvements and the public improvements to be constructed as part of the Project are subject to adjustment, however, for purposes of this cost-benefit analysis, it is assumed that the Project will consist of construction of a wastewater treatment plant, expansion and renovation of the pork fabrication floor, construction of a cold storage facility, renovation of the existing rendering facility and construction of a rendering shell, construction of a snap cooler and an equilibrium cooler, renovation and rehabilitation of existing office space, and construction of a livestock barn, 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:	$29,981,000
b.	Estimated Completed Project Assessed Valuation:	$147,054,000
c.	Estimated Tax Increment Base (b. minus a.):	$117,073,000
d.	Estimated Annual Projected Tax Shift:	$2,440,000

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 2.084558, which is the 2019 Dodge County tax levy, and is subject to change.*

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

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

a. Public infrastructure improvements and impacts:

The Redeveloper anticipates expenditures in excess of $300,000,000 for the acquisition, renovation, rehabilitation, construction and installation of a food processing plant and related improvements including equipment. It is proposed that approximately $24,118,000 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 Agreements for this Project. It is anticipated that eligible uses of the TIF indebtedness may include the following: site acquisition, site preparation, architectural and engineering fees, public utility extension and installation, installation of streets and sidewalks, installation of a wastewater lift station and force main, landscaping, façade enhancements, energy efficiency enhancements, and other improvements deemed feasible and necessary in support of the public health, safety, and welfare. All expenditures financed by tax increment financing indebtedness shall be eligible in accordance with the requirements of the Nebraska Community Development Law. It is not anticipated that the Project will have a material adverse impact on existing public infrastructure. The Project will require substantial infrastructure improvements to the electric and wastewater facilities serving the Project Site, which will materially benefit and serve the newly annexed Project Site, as well as 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. The Redeveloper has already evidenced a commitment to revitalization of the Project Site with an initial investment of over $31,000,000 in the construction of a CO_2 stun facility, additional office and employee wellness facilities, and a carcass cooler (the "Preliminary Improvements"). The Preliminary Improvements, which are outside the scope of the Project, will result in an immediate increase in property taxes to the City and other local taxing jurisdictions. It is anticipated that the Preliminary Improvements will be completed in 2020, and that upon completion, the annual increase in property taxes that will be created by the Preliminary Improvements will be in the realm of $220,000. Further, as part of the Project, the Redeveloper anticipates expenditures of over $80,000,000 for equipment required to operate the food processing facility, which will be on the property tax rolls upon its acquisition and installation.

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 majority of 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 is unlikely to be redeveloped without the utility and infrastructure improvements being constructed as part of the Project.

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 the construction of utilities and infrastructure that are anticipated to 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, such as janitorial services, office and hardware supplies, and similar services.

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. The Redeveloper anticipates that the Project will create around 800 jobs when the Project is fully constructed and operational. However, because the Project will be constructed in phases and the jobs may be filled over a period of years, the Project is not anticipated to have a negative impact on other existing employers.

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 involves the installation of utilities and infrastructure to newly annexed areas of the City. The use of tax increment financing will reduce the costs of these and other public improvements which would otherwise be paid through tax revenue or special assessments that would burden adjacent property owners. The Project should also act as a catalyst for further redevelopment in the South Fremont Industrial Redevelopment Area. Lastly, the Project should increase the need for products and services from existing businesses outside the boundaries of the redevelopment project as well.

The Project is not anticipated to impose a burden or have a negative impact on other local area employers. As stated above, the Project, when constructed and fully operational, should create around 800 jobs, which will be filled over time, reducing any stress on existing employers.

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

The Project involves the construction of food processing facilities, and the renovation and rehabilitation of existing food processing facilities on the Project Site. It is not expected to have an impact on student populations of school districts within the City of Fremont because the Project does not include the construction of any dwelling units.

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

Upon completion of every phase of the Project, the Project is anticipated to create around 800 jobs on the Project Site. When secondary employment effects in other employment sectors are added, the total employment effects are expected to be even higher.

The public improvements that will be constructed in the redevelopment area in connection with the Project are anticipated to act as a catalyst, attracting additional development to the South Fremont Industrial Redevelopment Area that may generate additional ad valorem property taxes. Further, the Redeveloper's preliminary investment in offices and manufacturing facilities, which are outside the scope of the Project, and the acquisition and installation of personal property at a cost of over $80,000,000 as part of the Project, will generate substantial immediate tax growth for the City of Fremont.

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

7. 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 F-1

PROJECT INFORMATION

The Project will be undertaken on the real estate legally described on Exhibit F-2 attached hereto and incorporated herein by this reference (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 a wastewater treatment plant, expansion and renovation of the pork fabrication floor, construction of a cold storage facility, renovation of the existing rendering facility and construction of a rendering shell, construction of a snap cooler and an equilibrium cooler, renovation and rehabilitation of existing office space, and construction of a livestock barn, surface parking lots and associated improvements on the Project Site. However, the private improvements, including (i) the quantity and type of facilities, (ii) the size of each of the facility, 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, installation of a wastewater lift station and force main, landscaping, façade enhancements, energy efficiency enhancements, and other eligible public expenditures under the Act as determined in the Redevelopment Agreements; paid for, in part, by the tax increment generated by the private improvements.

EXHIBIT F-2

PROJECT SITE

Parcel 1

LOTS 1 THRU 8, INCLUSIVE, BLOCK 5, ROAD-RAIL SUBDIVISION IN DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF VACATED CLOVERLY ROAD ADJACENT THERETO ON THE SOUTH, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SE CORNER OF THE NE 1/4 OF THE NE 1/4 OF SECTION 26, T17N, R8E OF THE 6TH P.M ., DODGE COUNTY; THENCE N89°57'18"W (ASSUMED BEARING) 48.00 FEET ON THE SOUTH LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE N00°09'43"E 33.00 FEET ON A LINE 48.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26 TO THE SE CORNER OF SAID LOT 8 AND THE POINT OF BEGINNING; THENCE CONTINUING N00°09'43"E 537.00 FEET ON THE EAST LINES OF SAID LOTS 8 AND 1; THENCE N19°40'50"W 94.27 FEET ON THE EAST LINE OF SAID LOT 1 TO THE NE CORNER THEREOF; THENCE N89°52'04"W 1211.05 FEET ON THE NORTH LINES OF SAID LOTS 1, 2, 3 AND 4 TO THE NW CORNER OF SAID LOT 4; THENCE S00°08'48"W 627.58 FEET ON THE WEST LINES OF SAID LOTS 4 AND 5 TO THE SW CORNER OF SAID LOT 5; THENCE S89°57'18"E 96.90 FEET ON THE SOUTH LINE OF SAID LOT 5; THENCE S00°02'42"W 33.00 FEET TO THE CENTER LINE OF VACATED CLOVERLY ROAD; THENCE S71°08'03"E 102.31 FEET TO THE SOUTH LINE OF VACATED CLOVERLY ROAD; THENCE S89°57'18"E 873.00 FEET ON THE SOUTH LINE OF VACATED CLOVERLY ROAD; THENCE N84°24'02"E 162.83 FEET; THENCE N00°09'43"E 17.00 FEET ON THE CENTER LINE OF VACATED CLOVERLY ROAD; THENCE S89°57'18"E 7.00 FEET ON THE CENTER LINE OF VACATED CLOVERLY ROAD; THENCE N00°09'43"E 33.00 FEET TO THE SOUTH LINE OF SAID LOT 8; THENCE S89°57'18"E 7.00 FEET ON THE SOUTH LINE OF SAID LOT 8 TO THE POINT OF BEGINNING.

CONTAINING 19.502 ACRES MORE OR LESS

Parcel 2

PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 23, TOGETHER WITH PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 26, ALL IN T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23; THENCE N89°51'48"E (ASSUMED BEARING) 40.00 FEET ON THE SOUTH LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23 TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EAST LINE OF PLATTE AVENUE; THENCE N00°31'55"E 860.12 FEET ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23 TO THE SOUTH LINE OF FACTORY STREET; THENCE NORTHWESTERLY ON THE SOUTH LINE OF FACTORY STREET ON A 5544.75 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N49°58'07"W, CHORD DISTANCE 62.10 FEET, AN ARC DISTANCE OF 62.10 FEET; THENCE N39°26'21"E 115.75 FEET TO THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE SOUTHEASTERLY ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY ON A6675.80 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S47°17'10"E, CHORD DISTANCE 637.62 FEET, AN ARC DISTANCE OF 637.86 FEET; THENCE S44°31'19"E 85.35 FEET ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE S44°29'49"E

808.55 FEET ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY TO THE WEST LINE OF HAMILTON STREET;

THENCE N89°52'04"W 833.22 FEET ON THE NORTH LINE OF STUDLEY ROAD; THENCE NORTHWESTERLY ON THE NORTH LINE OF STUDLEY ROAD AND THE EAST LINE OF PLATTE AVENUE ON A 117.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N44°51'46"W, CHORD DISTANCE 165.49 FEET, AN ARC DISTANCE OF 183.82 FEET TO A POINT 40.00 FEET EAST OF THE WEST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE N00°08'48"E 475.49 FEET ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26 AND ON THE EAST LINE OF PLATTE AVENUE TO THE POINT OF BEGINNING.

CONTAINING 27.086 ACRES MORE OR LESS.

Parcel 3

PART OF THE SW 1/4 OF THE SE 1/4 OF SECTION 23 TOGETHER WITH PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 26, ALL IN 17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE NE CORNER OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE N89°45'02"W (ASSUMED BEARING) 33.00 FEET ON THE NORTH LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST LINE OF PLATTE AVENUE; THENCE S00°08'48"W 566.94 FEET ON A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NW 1/4 AND ON THE WEST LINE OF PLATTE AVENUE TO THE NORTH LINE OF A BURLINGTON NORTHERN RAILROAD SIDE TRACK; THENCE SOUTHWESTERLY ON THE NORTH LINE OF SAID BURLINGTON NORTHERN RAILROAD SIDE TRACK ON A 504.39 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S41°48'56"W, CHORD DISTANCE 241.42 FEET, AN ARC DISTANCE OF 243.79 FEET TO THE EAST LINE OF SAID BURLINGTON NORTHERN RAILROAD MAIN TRACK; THENCE N02°41'05"W 891.89 FEET ON THE EAST LINE OF SAID BURLINGTON NORTHERN RAILROAD MAIN TRACK TO A POINT 142.00 FEET NORTH OF THE SOUTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 23; THENCE S89°25'05"E 189.52 FEET ON A LINE 142.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SW 1/4 TO THE WEST LINE OF PLATTE AVENUE; THENCE S00°31'55"W 142.00 FEET ON A LINE 40.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SW 1/4 AND ON THE WEST LINE OF PLATTE AVENUE TO THE SOUTH LINE OF SAID SW 1/4; THENCE S89°45'02"E 7.00 FEET ON THE SOUTH LINE OF SAID SW 1/4 TO THE POINT OF BEGINNING.

CONTAINING 3.321 ACRES MORE OR LESS.

Parcel 4

TAX LOTS 4 AND 81 LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 25, T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF VACATED CLOVERLY STREET ADJACENT THERETO ON THE SOUTH, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25; THENCE S89°23'45"E (ASSUMED BEARING) 33.00 FEET ON THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25; THENCE N00°09'43"E 33.00 FEET ON A LINE 33.00

FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25 TO THE NORTH LINE CLOVERLY ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING N00°09'43"E 547.33 FEET ON A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25 TO THE WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN AND UNION PACIFIC RAILROADS; THENCE S44°16'46"E 949.87 FEET ON THE WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN AND UNION PACIFIC RAILROADS TO THE NORTH LINE OF CLOVERLY ROAD; THENCE NORTHWESTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 1388.22 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N80°57'48"W, CHORD DISTANCE 407.15 FEET, AN ARC DISTANCE OF 408.62 FEET; THENCE N89°23'45"W 205.81 FEET ON A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25 AND ON THE NORTH LINE OF CLOVERLY ROAD; THENCE N00°09'43"E 66.00 FEET ON THE NORTH LINE OF CLEVERLY ROAD; THENCE N89°23'45"W 57.00 FEET ON THE NORTH LINE OF CLOVER LY ROAD TO THE POINT OF BEGINNING.

CONTAINING 4.322 ACRES MORE OR LESS.

Parcel 5

PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 25, T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 25, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE NW CORNER OF THE NW 1/4 OF SAID SECTION 25; THENCE S00°09'43"W (ASSUMED BEARING) 137.88 FEET, MORE OR LESS, ON THE WEST LINE OF SAID NW 1/4 TO THE CENTER LINE OF THE UNION PACIFIC RAILROAD; THENCE S44°16'46"E 706.80 FEET ON THE CENTER LINE OF SAID UNION PACIFIC RAILROAD; THENCE S45°43'14"W 196.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S45°43'14"W 29.38 FEET; THENCE S44°16'46"E 518.40 FEET; THENCE SOUTHEASTERLY ON A 771.11FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S41°05'56"E, CHORD DISTANCE 85.57 FEET, AN ARC DISTANCE OF 85.61 FEET; THENCE S37°55'06"E 183.90 FEET TO THE NORTH LINE OF CLOVERLY ROAD; THENCE SOUTHEASTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 1388.22 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S67°17'24"E, CHORD DISTANCE 52.40 FEET, AN ARC DISTANCE OF 52.40 FEET; THENCE N37°55'06"W 234.21 FEET; THENCE NORTHWESTERLY ON A 776.99 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N41°05'54"W, CHORD DISTANCE 86.23 FEET, AN ARC DISTANCE OF 86.28 FEET; THENCE N44°16'46"W 490.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.527 ACRES MORE OR LESS.

Parcel 6

PART OF NW 1/4OFTHE NW 1/4OFSECTION 25, T17N, R8EOFTHE 6TH P.M., DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 25, TOGETHER WITH PART OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 25, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS,

COMMENCING AT SE CORNER OF THE SE 1/4 OF THE NE¼ OF SAID SECTION 25; THENCE S00°20'14"W (ASSUMED BEARING) 213.87 FEET ON THE EAST LINE OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 25 TO THE SOUTH LINE OF THE UNION PACIFIC RAILROAD; THENCE N44°16'46"W 306.95 FEET ON THE SOUTH LINE OF THE UNION PACIFIC RAILROAD TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH LINE OF CLOVERLY ROAD; THENCE CONTINUING N44°16'46"W 1964.14 FEET ON THE SOUTH LINE OF THE UNION PACIFIC RAILROAD TO THE EAST LINE OF A RAILROAD SPUR TRACK RIGHT-OF-WAY; THENCE S00°33'14"W 310.28 FEET ON THE EAST LINE OF SAID SPUR TRACK RIGHT-OF-WAY TO THE NORTH LINE OF CLOVERLY ROAD; THENCE SOUTHEASTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 1388.22 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S51°03'54"E, CHORD DISTANCE 328.50 FEET, AN ARC DISTANCE OF 328.82 FEET; THENCE S44°16'46"E 1238.35 FEET ON THE NORTH LINE OF CLOVERLY ROAD; THENCE SOUTHEASTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 180.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S89°16'46"E, CHORD DISTANCE 254.56 FEET, AN ARC DISTANCE OF 282.75 FEET TO THE POINT OF BEGINNING.
CONTAINING 7.696 ACRES MORE OR LESS

4812-0203-4609, v. 4

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Lottie Mitchell, Grant Coordinator

DATE: March 31, 2020

SUBJECT: Amendment and Discontinuance of Community Development Block Grant (CDBG) Housing Revolving Loan Fund Program.

Recommendation: 1) Open Public Hearing 2) Receive Testimony 3) Close Public Hearing 4) Approve Resolution 2020-064.

Background: The Nebraska Department of Economic Development (DED) issued CDBG Policy Memo 19-03 on August 15, 2019. The memo directs all local governments (cities, villages, and counties) to return all CDBG Program Income (PI) or Revolving Loan Funds (RLF) meeting the definition of an idle account by June 30, 2020, and annually thereafter. The memo also stated that the intention of the DED is that communities in possession of idle accounts have time to put these funds to use in their communities to address immediate needs.

On November 6, 2019, the City of Fremont was notified by the DED that we had CDBG Program Income funds that could be “re-purposed”. Fremont has a Revolving Loan Fund from past CDBG Owner Occupied Rehabilitation (OOR) Programs. The majority of the OOR loans were forgivable, but if income qualifications for forgiveness were not met, then the loan or a portion of the loan was made repayable over a 10- or 20-year period. These loan repayments are what created the program income fund balance of $5,776.58. All repayable loans through the CDBG OOR are now satisfied.

The current CDBG Housing rehabilitation Guidelines state that program income will be used for housing rehabilitation. A typical housing rehabilitation project costs $25,000. The current program income fund balance is $5,776.58. Our options include sending the program income back to DED or utilizing the funds in our community. Through guidance received from DED and in an effort to utilize the program income within our community, we have proposed to repurpose the funds towards the Fremont Friendship Center Canopy project through CDBG 16-CD-102.

Repurposing the program income to the Friendship Center requires amending the CDBG Housing Revolving Loan Fund Program. Per DED, the attached Project Description for Fremont Senior Center Project Repurposing CDBG Housing Program Income and submittal of approved minutes of this meeting meets the requirements to amend the CDBG Housing Revolving Loan Fund Program.

There is no future income expected from the past CDBG OOR grants as all remaining CDBG OOR loans are forgivable. Therefore, DED has recommended discontinuance of the CDBG Housing Revolving Loan Fund Program. If new CDBG OOR grants are awarded and loans are made to be repayable, a new revolving loan fund would be established. The current Housing Program Guidelines still apply to the remaining CDBG OOR loans.

Fiscal Impact: No additional impact. Grant and construction administration costs and project costs are already accounted for in CDBG 16-CD-102.

Project Description for Fremont Senior Center Project Repurposing CDBG Housing Program Income

The City of Fremont, Dodge County, Nebraska (Fremont) is amending its Community Development Block Grant (CDBG) Housing Revolving Loan Fund (RLF) Program. The Housing RLF will be discontinued, ceasing any Housing type activities. The RLF's current Housing Program Guidelines still apply to existing projects and loans. A public hearing will be held on March 31, 2020 to address the discontinuance of the Housing RLF.

Fremont will re-purpose all program income in the RLF toward the Fremont Friendship Center. The following projects have been approved by the City of Fremont for improvements to the Fremont Friendship Center (Senior Center) which is located at 1730 W 16th Street, Fremont, NE, through CDBG 16-CD-102. The Center is owned by the City of Fremont. Several improvements were identified, and most have already been completed. The improvements made to the Friendship Center provide a safe, accessible, energy efficient, and well-maintained senior citizen center facility. The completed projects include:

1. ADA and Building Code improvements including new restrooms, electrical work, and plumbing;
2. Removal of old, slick tile floor and floor resurfacing; and,
3. Window replacement.

The next project to be completed is the installation of an entryway canopy. The installation of the entryway canopy will protect the drive-thru drop off zone from the elements, creating a weather free area for senior citizens to exit a vehicle and enter the building without the hazards rain and snow can bring.

The total estimated project cost is $62,300. Construction management and general administration are already included in the 16-CD-102 budget. No additional funds will be required to cover those costs. The City plans to repurpose all CDBG program housing income, which is currently $5,776.58, towards this project. The remaining project costs will be covered by 16-CD-102. Construction is expected to begin Spring 2020 and be completed by Fall 2020.

Project activities will utilize the national objective of benefiting low-to moderate income persons on limited clientele (senior citizens) basis (LMC) within the City Limits of Fremont, Nebraska and will follow the Community Development Block Grant guidelines as approved by the Nebraska Department of Economic Development (NEDED) and the City of Fremont City Council for CDBG 16-CD-102. No persons or businesses will be displaced as a result of this project.

NOTICE OF PUBLIC HEARING CONCERNING A REUSE PLAN FOR CITY OF FREMONT HOUSING REVOLVING LOAN FUNDS

NOTICE IS HEREBY GIVEN that on March 31, 2020 at 7:00 PM in the Municipal Building, 400 East Military Avenue, Fremont, Nebraska, the City of Fremont, Dodge County, Nebraska (Fremont) will hold a public hearing concerning the amendment of its Community Development Block Grant (CDBG) Housing Revolving Loan Fund (RLF) Program. The Housing RLF will be discontinued, ceasing any Housing type activities. The RLF's Housing Program Guidelines still apply to existing projects and loans. ***Due to the concerns about the Corona Virus, this meeting will also be made available via audio/video conference. You may log into the meeting via computer or telephone to provide your comments. The link and instructions will be provided on the agenda that will be posted in the agenda section of the City's website, www.fremontne.gov. An instructional video can be found at https://youtu.be/vFhAEoCF7ig.***

Fremont will re-purpose all program income in the RLF towards improvements to the Fremont Friendship Center (senior center). The following projects have been approved by the City of Fremont for improvements to the Fremont Friendship Center (Senior Center) which is located at 1730 W 16th Street, Fremont, NE, through CDBG 16-CD-102. The Center is owned by the City of Fremont. Several improvements were identified, and most have already been completed. The improvements made to the Friendship Center provide a safe, accessible, energy efficient, and well-maintained senior citizen center facility. The completed projects include:

1. ADA and Building Code improvements including new restrooms, electrical work, and plumbing;
2. Removal of old, slick tile floor and floor resurfacing; and,
3. Window replacement.

The next project to be completed is the installation of an entryway canopy. The installation of the entryway canopy will protect the drive-thru drop off zone from the elements, creating a weather free area for senior citizens to exit a vehicle and enter the building without the hazards rain and snow can bring. The total estimated project cost is $62,300. Construction management and general administration are already included in the 16-CD-102 budget. No additional funds will be required to cover those costs. The City plans to repurpose all CDBG program housing income, which is currently around $5,700, towards this project. The remaining project costs will be covered by 16-CD-102. Construction is expected to begin Spring 2020 and be completed by Fall 2020. Project activities will utilize the national objective of benefiting low-to moderate income persons on limited clientele (LMC) (senior citizens) basis within the City Limits of Fremont, Nebraska and will follow the Community Development Block Grant guidelines as approved by the Nebraska Department of Economic Development (NEDED) and the City of Fremont City Council for CDBG 16-CD-102. No persons or businesses will be displaced as a result of this project.

All interested parties are invited to attend this public hearing at which time you will have an opportunity to be heard regarding the Reuse Plan. Written and oral testimony will also be accepted at the public hearing scheduled for 7:00 PM, March 31, 2020, Municipal Building, 400 East Military Avenue, Fremont, Nebraska or via audio/video conference (please see above). Written comments addressed to City Clerk Tyler Ficken at 400 East Military Avenue, Fremont, NE 68025 will be accepted if received on or before 4:00 PM on March 31, 2020.

Individuals requiring physical or sensory accommodations including interpreter service, Braille, large print, or recorded materials, please contact Tyler Ficken, City Clerk, at 400 East Military Avenue, Fremont, NE 68025, (402) 727-2630 no later than March 26, 2020. Accommodations will be made for persons with disabilities and non-English speaking individuals provided that 3-day notice is received by the City of Fremont.

Publish 1 time on March 21, 2020.

Send 1 POP and invoice to:
Tyler Ficken
400 East Military Avenue
Fremont, NE 68025

Send 1 POP to:
Lowell Schroeder
111 S 1st Street
Norfolk, NE 68701

RESOLUTION NO. 2020-064

A Resolution of the City Council of the City of Fremont, Nebraska, accepting the amendment of its Community Development Block Grant (CDBG) Housing Revolving Loan Fund (RLF) Program. The Housing RLF will be discontinued, ceasing any housing type activities. The RLF's current Housing Program Guidelines still apply to existing projects and loans.

WHEREAS, the City of Fremont, Nebraska, is an eligible unit of a general local government authorized to file an application under the Housing and Community Development Act of 1974; and,

WHEREAS, the City of Fremont, Nebraska, has obtained its citizens' comments on community development and housing needs; and has conducted public hearing upon the proposed amendment and received favorable public comment respecting the amendment for which Fremont will re-purpose all program income in the RLF toward improvements to the Fremont Friendship Center (senior center).

WHEREAS, the following projects have been approved by the City of Fremont for improvements to the Fremont Friendship Center (Senior Center) which is located at 1730 W 16th Street, Fremont, NE, through CDBG 16-CD-102. The Center is owned by the City of Fremont. Several improvements were identified, and most have already been completed. The improvements made to the Friendship Center provide a safe, accessible, energy efficient, and well-maintained senior citizen center facility. The completed projects include:

1. ADA and Building Code improvements including new restrooms, electrical work, and plumbing;
2. Removal of old, slick tile floor and floor resurfacing; and,
3. Window replacement.

The next project to be completed is the installation of an entryway canopy. The installation of the entryway canopy will protect the drive-thru drop off zone from the elements, creating a weather free area for senior citizens to exit a vehicle and enter the building without the hazards rain and snow can bring.

The total estimated project cost is $62,300. Construction management and general administration are already included in the 16-CD-102 budget. No additional funds will be required to cover those costs. The City plans to repurpose all CDBG program housing income, which is currently $5,776.58 towards this project. The remaining project costs will be

covered by 16-CD-102. Construction is expected to begin Spring 2020 and be completed by Fall 2020.

Project activities will utilize the national objective of benefiting low-to moderate income persons on limited clientele (senior citizens) basis (LMC) within the City Limits of Fremont, Nebraska and will follow the Community Development Block Grant guidelines as approved by the Nebraska Department of Economic Development (NEDED) and the City of Fremont City Council for CDBG 16-CD-102. No persons or businesses will be displaced as a result of this project.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, that the Mayor be authorized and directed to proceed with the formulation of any and all contracts, documents or other memoranda between the City of Fremont and the Nebraska Department of Economic Development so as to effect acceptance of the amendment and will adhere to the CDBG reuse plan as approved by Nebraska Department of Economic Development. It is expressly understood that program income and recaptured funds will continue to be made to the City of Fremont and reused within the corporate limits of the local government, is hereby approved and adopted.

PASSED AND APPROVED THIS 31ST DAY OF MARCH, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jennifer L Dam, AICP

DATE: March 31, 2020

SUBJECT: Change to UDC to allow Cemeteries

Recommendation: Hold first reading on Ordinance 5531

Background:
The prior Zoning Ordinance allowed Cemeteries as a permitted use in all residential districts except the Residential Lake (RL) district.

Cemeteries were inadvertently omitted as a use in the UDC.

This proposal would allow cemeteries as Limited uses in Rural, Suburban Residential, Auto Urban Residential and Urban Residential districts, as well as in the Suburban Commercial and General Commercial districts.

This proposal stipulates the following requirements as limitations on the use in those districts:

D. Cemeteries are permitted if it is demonstrated that:

1. Any cemetery established after the effective date of this chapter shall contain a minimum of 15 acres.
2. A physical description of the facility and a site plan drawn to scale that includes, but is not limited to, property boundaries, structures on the site, the location and arrangement of parking spaces, the traffic circulations pattern, loading and unloading areas, fencing, landscaping, and entrances/exits to such facility.
3. All required setbacks shall be maintained as landscaped or open space areas. Additional setback or screen requirements may be required to minimize impacts on adjacent properties.
4. Prior to use, such facilities shall comply with all applicable state and local laws and regulations.

Finally, this proposal defines cemeteries as follows:

Cemetery. Shall mean land used or intended to be used for the burial of human or animal remains and dedicated for such purposes, including columbariums, crematoriums, and mausoleums.

The Planning Commission held a public hearing on this item on March 16, 2020. They voted 5-0 to recommend approval.

Fiscal Impact: N/A

ORDINANCE NO. 5531

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

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

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

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

WHEREAS, a public hearing on the proposed amendment to Exhibit B of Ordinance 5427 was held by the Planning Commission on March 16, 2020 and subsequently by the City Council on March 31, 2020; and

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

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

SECTION 1. Amendments to Chapter 11 sections 11-502.02, 11-504.02, and 11-920 of the Fremont Municipal Code pertaining to cemeteries are hereby adopted as attached in Exhibit A.

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

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

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

PASSED AND APPROVED THIS 28th DAY OF APRIL, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

Exhibit A

Sec. 11-502.02. - Institutional, recreation, and amusement uses.

Set out in Table 11-502.02., *Institutional, Recreation, and Amusement Uses* , is the permitted, limited, conditional, and prohibited institutional, recreation, and amusement uses in each district. Refer to Section 11-600, *Development Yield and Lot Standards* , for applicable district intensity and development standards.

Table 11-502.02.
Institutional, Recreation and Amusement Uses

Land Use	Zoning Districts														
	Residential					Commercial			Industrial				Special		
	R	SR	AR	UR	MH	SC	GC	DC	BP	LI	GI	AV	CU	PO	PD
Institutional Uses															
Adult Day Service	-	-	-	C	-	L	P	L	C	-	-	-	C	-	C
Ambulatory Surgery Center/Health Clinic/Hospital	-	-	-	C	-	L	P	L	C	-	-	-	C	-	C
Assisted Living Facility/Nursing Home (i.e. intermediate care facilities, nursing facilities, and skilled nursing facilities)	-	-	-	C	-	L	P	L	C	-	-	-	-	-	C
Cemetery	L	L	L	L		L	L								
Child Care Center	C	C	C	C		C	C	C	C				C		C
Civic Club/Private Club	C	C	C	C	-	L	P	P	L	C	-	-	P	-	C
College/University/Vocational School	-	-	-	C	-	L	P	L	C	-	-	-	P	-	C
Educational Facility (i.e. preschools, elementary schools, middle/junior high schools, and high schools)	L	P	P	P	-	P	P	L	C	-	-	-	P	-	C
Mental Health Center/Substance Abuse Treatment Center	-	-	-	C	-	C	L	C	C	-	-	-	-	-	C

(Ord. No. 5453, 7-31-18)

Sec. 11-504.02. - Institutional, recreation, and amusement use standards.

The standards of this section apply to institutional, recreation, and amusement uses that are specified in Table 11-502.02., *Institutional, Recreation, and Amusement Uses* , as limited ("L") or conditional ("C").

Institutional Uses

D. Cemeteries are permitted if it is demonstrated that:

1. Any cemetery established after the effective date of this chapter shall contain a minimum of 15 acres.
2. A physical description of the facility and a site plan drawn to scale that includes, but is not limited to, property boundaries, structures on the site, the location and arrangement of parking spaces, the traffic circulations pattern, loading and unloading areas, fencing, landscaping, and entrances/exits to such facility.
3. All required setbacks shall be maintained as landscaped or open space areas. Additional setback or screen requirements may be required to minimize impacts on adjacent properties.
4. Prior to use, such facilities shall comply with all applicable state and local laws and regulations.

ARTICLE 9. - WORD USAGE AND DEFINITIONS

Sec. 11-920. - Definitions.

C Terms

Campground. An area used for transient occupancy or lodging in tents, travel trailers, recreational vehicles ("RV"), campers, or other similar forms of shelter. This definition includes the term "RV Park."

Canopy Sign. A sign that is located or printed on a canopy.

Cemetery. Shall mean land used or intended to be used for the burial of human or animal remains and dedicated for such purposes, including columbariums, crematoriums, and mausoleums.

Sec. 11-502.02. - Institutional, recreation, and amusement uses.

Set out in Table 11-502.02., *Institutional, Recreation, and Amusement Uses* , is the permitted, limited, conditional, and prohibited institutional, recreation, and amusement uses in each district. Refer to Section 11-600, *Development Yield and Lot Standards* , for applicable district intensity and development standards.

Table 11-502.02.
Institutional, Recreation and Amusement Uses

Land Use	Zoning Districts														
	Residential					Commercial			Industrial				Special		
	R	SR	AR	UR	MH	SC	GC	DC	BP	LI	GI	AV	CU	PO	PD
Institutional Uses															
Adult Day Service	-	-	-	C	-	L	P	L	C	-	-	-	C	-	C
Ambulatory Surgery Center/Health Clinic/Hospital	-	-	-	C	-	L	P	L	C	-	-	-	C	-	C
Assisted Living Facility/Nursing Home (i.e. intermediate care facilities, nursing facilities, and skilled nursing facilities)	-	-	-	C	-	L	P	L	C	-	-	-	-	-	C
Cemetery	L	L	L	L		L	L								
Child Care Center	C	C	C	C		C	C	C	C				C		C
Civic Club/Private Club	C	C	C	C	-	L	P	P	L	C	-	-	P	-	C
College/University/Vocational School	-	-	-	C	-	L	P	L	C	-	-	-	P	-	C
Educational Facility (i.e. preschools, elementary schools, middle/junior high schools, and high schools)	L	P	P	P	-	P	P	L	C	-	-	-	P	-	C
Mental Health Center/Substance Abuse Treatment Center	-	-	-	C	-	C	L	C	C	-	-	-	-	-	C

(Ord. No. 5453, 7-31-18)

Sec. 11-504.02. - Institutional, recreation, and amusement use standards.

The standards of this section apply to institutional, recreation, and amusement uses that are specified in Table 11-502.02., *Institutional, Recreation, and Amusement Uses* , as limited ("L") or conditional ("C").

Institutional Uses

A. Adult Day Services and Child Care Centers are permitted if it is demonstrated that:

1. They are located greater than 300 feet from either R, SR, AR, MH, LI, GI, AV or PO district boundaries, as measured from the boundary lines nearest each other, unless separated from such district by a type B bufferyard or a collector or arterial roadway;

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

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

4. The use operates in accordance with all other applicable federal, state, and local laws and, if additional permits are required, such permits were obtained prior to beginning operation.

B. Ambulatory Surgery Centers, Health Clinics, and Hospitals are permitted if it is demonstrated that:

1. They are located greater than 300 feet from either R, SR, AR, MH, LI, GI, AV or PO district boundaries, as measured from the boundary lines nearest each other, unless separated from such district by a type B bufferyard or a collector or arterial roadway;

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

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

4. The use operates in accordance with all other applicable federal, state, and local laws and, if additional permits are required, such permits were obtained prior to beginning operation.

C. Assisted Living Facilities and Nursing Homes are permitted if it is demonstrated that:

1. They are located greater than 300 feet from either R, SR, AR, MH, LI, GI, AV or PO district boundaries, as measured from the boundary lines nearest each other, unless separated from such district by a type B bufferyard or a collector or arterial roadway;

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

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

4. The use operates in accordance with all other applicable federal, state, and local laws and, if additional permits are required, such permits were obtained prior to beginning operation.

D. Cemeteries are permitted if it is demonstrated that:

1. Any cemetery established after the effective date of this chapter shall contain a minimum of 15 acres.

2. A physical description of the facility and a site plan drawn to scale that includes, but is not limited to, property boundaries, structures on the site, the location and arrangement of

parking spaces, the traffic circulations pattern, loading and unloading areas, fencing, landscaping, and entrances/exits to such facility.

3. All required setbacks shall be maintained as landscaped or open space areas. Additional setback or screen requirements may be required to minimize impacts on adjacent properties.

4. Prior to use, such facilities shall comply with all applicable state and local laws and regulations.

ARTICLE 9. - WORD USAGE AND DEFINITIONS

Sec. 11-900. - Word Usage.

The word "shall" is mandatory; the word "may" is permissive. The particular shall control the general. Words used in present tense shall include the future, and words used in the singular include the plural, and plural the singular, unless the context clearly indicates the contrary. Unless otherwise identified herein, terms shall include their related forms. All other words and phrases shall be given their common, ordinary meaning, unless the context clearly requires otherwise. All public officials, bodies and agencies to which reference is made are those of the city, unless otherwise indicated. The City of Fremont shall be the city.

Secs. 11-901—11-909. - Reserved.

Secs. 11-911—11-919. - Reserved.

Sec. 11-920. - Definitions.

C Terms

Campground. An area used for transient occupancy or lodging in tents, travel trailers, recreational vehicles ("RV"), campers, or other similar forms of shelter. This definition includes the term "RV Park."

Canopy Sign. A sign that is located or printed on a canopy.

Cemetery. Shall mean land used or intended to be used for the burial of human or animal remains and dedicated for such purposes, including columbariums, crematoriums, and mausoleums.

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jennifer L. Dam, AICP, Planning Director

DATE: March 31, 2020

SUBJECT: Bluestem Commons Preliminary Plat

Recommendation: Continue until April 14, 2020 when there will be third reading on the Planned Development Ordinance

---

Background:

The Planning Commission held a public hearing on this item on March 16, 2020 and voted 5-0 to recommend approval to the City Council.

This is a request for a Preliminary Plat on property generally described as:

> THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY.

The property is zoned R, Rural. The property to the north, west and south is zoned R, Rural. The Ritz Lake subdivision to the east which is zoned PD, Planned Development.

This proposal is associated with a Planned Development and a Final Plat. The developer intends to establish a Sanitary Improvement District (SID). A subdivision agreement will be submitted prior to action by the City Council on the Final Plat.

The Preliminary Plat is proposed to contain 132 duplex, triplex, and row house lots, three multi-family residential lots, a mixed use commercial/clubhouse lot, and two outlots.

The duplex, triplex and row house lots meet or exceed the minimum lot sizes in the UR, Urban Residential District.

The multi-family lots would contain a total of eight apartment buildings with up to 36 units each, totaling up to 272 dwelling units.

The lot for the clubhouse and green space area will also contain neighborhood oriented commercial uses such as offices, a coffee shop and a daycare. This will serve the entire development.

An outlot with a storm water retention cell and a walking trail is located in the southwest

corner of the property. The retention cell will be oversized to accommodate a “100 year” storm event.

A homeowner’s association will be established to maintain the outlots, detention cell and trail.

The proposal is consistent with the Planned Development. The Planning Commission recommended approval to the Planned Development at its February 17, 2020 meeting.

The developer will coordinate with the Department of Utilities to extend gas throughout the development. The costs will be addressed in the subdivision agreement associated with the final plat.

The developer will work with the County to widen Luther Rd and to pave and install curb and gutters on County Road T. The paving will be extended to the limits of Phase I initially. This will be addressed in the subdivision agreement.

The subdivision agreement will address the costs of paving County Road T. County Road T will be required to be paved with the last phase of the development of Big Bluestem Road.

A sidewalk is required along County Road T and along Luther Road at the time of final plat.

The Public Works Director found the grading and drainage study and plan satisfactory on the prior submissions, there was no comment on this one.

The developer has provided easements as requested by the Utilities Department.

The water design is satisfactory to the Utilities Department.

The developer will work with the Utilities Department regarding the design of the sanitary sewer service to best accommodate the future growth of this area. One option is to route sanitary sewer service from the north through Bluestem Commons to a lift station. The Public Works Director, Assistant City Administrator for Utilities and the developer have agreed to work together to finalize the best design. The final design solution will be addressed in the subdivision agreement.

Fire hydrants and street signage will be addressed in the subdivision agreement.

Bicycle parking will be provided.

The Public Works Director previously noted that the sidewalks along outlots and common areas should be part of the public improvements and addressed in the subdivision agreement.

Fiscal Impact: N/A costs are assigned at the time of final plat

BLUESTEM COMMONS

LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 16, INCLUSIVE, BLOCK 6 AND ALSO TOGETHER WITH LOT 1, BLOCK 7 AND ALSO TOGETHER WITH LOTS 1 THROUGH 19, INCLUSIVE, BLOCK 8 AND OUTLOTS A AND B, BEING A PLATTING OF THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY, EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED AS INSTRUMENT NUMBER 2012201909.

FLOOD ZONE

FLOOD ZONE X
AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD AS ILLUSTRATED BY FLOOD INSURANCE RATE MAP (FIRM), DOUGLAS COUNTY, NEBRASKA
MAP NUMBER 31053C0405E
MAP EFFECTIVE DATE: JANUARY 2, 2008
COMMUNITY NUMBER: 310068 0405 E

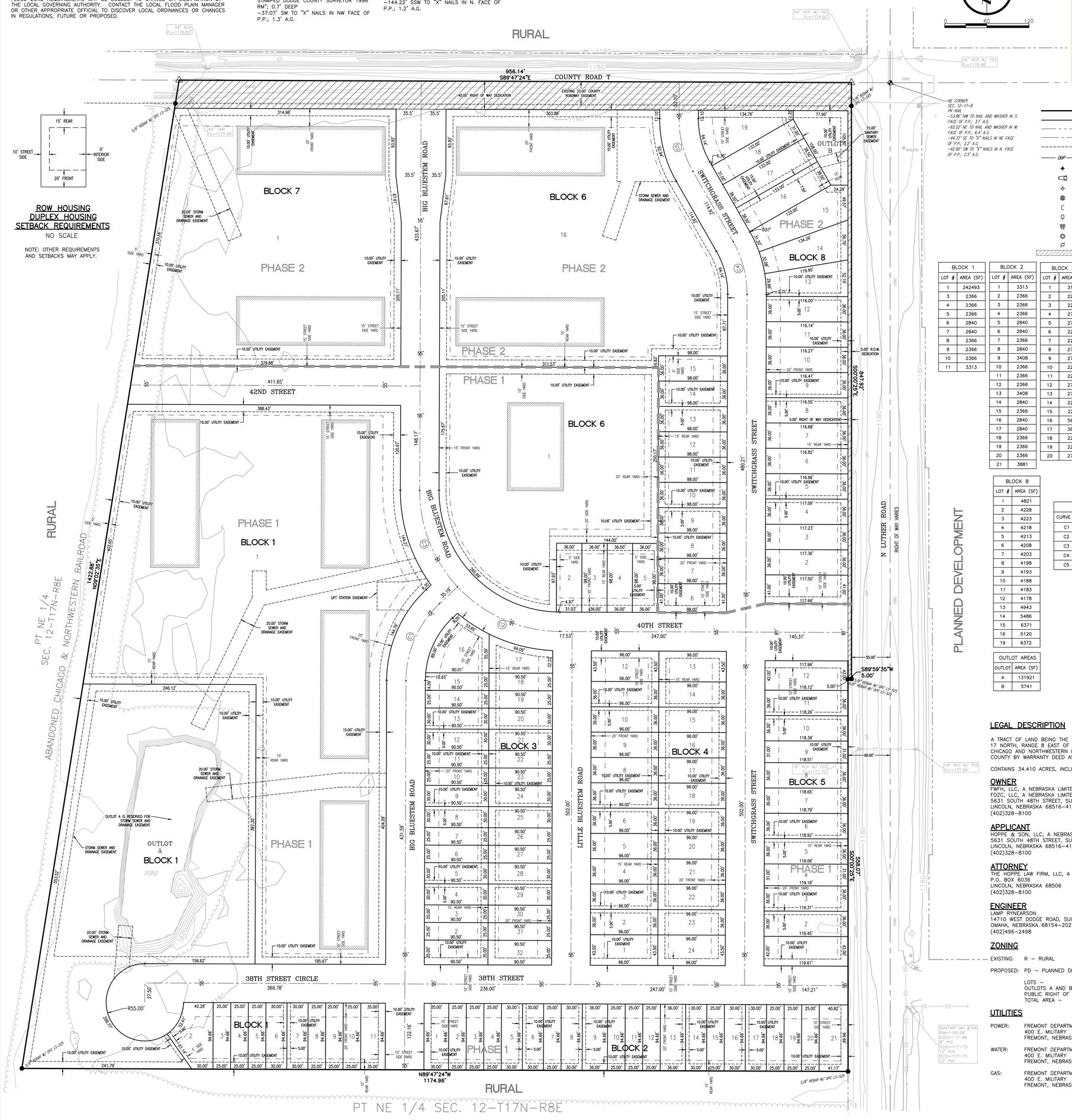
FLOOD ZONE REQUIREMENTS MAY BE SUBJECT TO CHANGE OR MODIFICATION BY THE LOCAL GOVERNING AUTHORITY. CONTACT THE LOCAL FLOOD PLAIN MANAGER OR OTHER APPROPRIATE OFFICIAL TO DISCOVER LOCAL ORDINANCES OR CHANGES IN REGULATIONS, FUTURE OR PROPOSED.

SECTION CORNER TIES

N 1/4 CORNER
SEC. 12–17–8
2" ALUMINUM CAP STAMPED "DODGE COUNTY SURVEYOR 1996 GC"; 0.7' DEEP
–44.54' N TO "X" NAILS IN WEST FACE OF P.P.; 1.3' A.G.
–54.49' SE TO REBAR W/ ALUMINUM CAP STAMPED DODGE COUNTY SURVEYOR 1996 RM"; 1.0' DEEP
–42.65' S TO REBAR W/ ALUMINUM CAP STAMPED DODGE COUNTY SURVEYOR 1996 RM"; 0.7' DEEP
–37.07' SW TO "X" NAILS IN NW FACE OF P.P.; 1.3' A.G.

EAST 1/4 CORNER
SEC. 12–17–8
SURVEY SPIKE
–38.56' WNW TO "X" NAILS IN SW CORNER OF RECTANGLE P.P.; 2.2' A.G.
–50.20' NW TO CHISELED "X" IN TOP OF 30" RCP F.E.S.
–46.34' NE TO CHISELED "X" IN TOP OF 30" RCP F.E.S.
–55.85' ESE TO TOP NUT OF FIRE HYDRANT
–144.22' SSW TO "X" NAILS IN N. FACE OF P.P.; 1.2' A.G.

LOCATED IN:
NE 1/4 NE 1/4 SEC. 12, T17N, R8E
SE 1/4 NE 1/4 SEC. 12, T17N, R8E



ROW HOUSING DUPLEX HOUSING SETBACK REQUIREMENTS

NO SCALE

NOTE: OTHER REQUIREMENTS AND SETBACKS MAY APPLY.

VICINITY MAP

LEGEND

BOUNDARY LINE	SECTION CORNER
LOT LINE	CORNERS SET (5/8" REBAR WITH 1 1/4", YELLOW PLASTIC CAP STAMPED LS–561)
EXISTING LOT LINE	CORNER FOUND
SECTION LINE	COMPUTED CORNER
EASEMENT	STOP SIGN
OVERHEAD POWER	UNIDENTIFIED RISER
CONTROL POINT	FLOW LINE
FES	TOP OF CURB
FIRE HYDRANT	GUTTER
GAS CURB STOP	TREE LINE
GUY	STREET DEDICATION
INFORMATION SIGN	SETBACK LINE
MAILBOX	PHASE LINE
MANHOLE	
POWER POLE	
BUILDING	

BLOCK 1	
LOT #	AREA (SF)
1	242493
3	2366
4	2366
5	2366
6	2840
7	2840
8	2366
9	2366
10	2366
11	3313

BLOCK 2	
LOT #	AREA (SF)
1	3313
2	2366
3	2366
4	2366
5	2840
6	2840
7	2366
8	2840
9	3408
10	2366
11	2366
12	2366
13	3408
14	2840
15	2366
16	2840
17	2840
18	2366
19	2366
20	2366
21	3881

BLOCK 3	
LOT #	AREA (SF)
1	3167
2	2263
3	2262
4	2715
5	2715
6	2262
7	2263
8	2715
9	2715
10	2263
11	2263
12	2715
13	2715
14	2263
15	2261
16	5617
17	3662
18	2262
19	2263
20	2715

BLOCK 3	
LOT #	AREA (SF)
21	2715
22	2263
23	2262
24	2715
25	2715
26	2262
27	2263
28	2715
29	2715
30	2263
31	2263
32	3167

BLOCK 4	
LOT #	AREA (SF)
1	4176
2	3456
3	3456
4	3456
5	3456
6	3456
7	3456
8	3456
9	3456
10	3456
11	3456
12	4176
13	4176
14	3456
15	3456
16	3456
17	3456
18	3456
19	3456
20	3456
21	3456
22	3456
23	3456
24	4176

BLOCK 5	
LOT #	AREA (SF)
1	5020
2	4298
3	4293
4	3693
5	4284
6	4279
7	4274
8	4269
9	3672
10	4260
11	4255
12	4958

BLOCK 6	
LOT #	AREA (SF)
1	87969
2	3528
3	3528
4	3528
5	3528
6	4018
7	3528
8	3528
9	3528
10	3528
11	3528
12	3528
13	3528
14	3528
15	3528
16	133305

BLOCK 7	
LOT #	AREA (SF)
1	127662

BLOCK 8	
LOT #	AREA (SF)
1	4821
2	4228
3	4223
4	4218
5	4213
6	4208
7	4203
8	4198
9	4193
10	4188
11	4183
12	4178
13	4943
14	5486
15	6371
16	5120
19	6372

OUTLOT AREAS	
OUTLOT	AREA (SF)
A	131921
B	5741

CENTERLINE CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	CHORD LENGTH	DELTA ANGLE
C1	150.00	122.36	119.00	46°44'17"
C2	200.00	163.15	158.66	46°44'17"
C3	200.00	151.01	147.45	43°15'43"
C4	150.00	78.54	77.65	30°00'00"
C5	150.00	78.54	77.65	30°00'00"

NOTES

1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
3. ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.
4. OUTLOTS A AND B ARE RESERVED FOR STORM SEWER AND DRAINAGE EASEMENT.
5. OUTLOTS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

LEGAL DESCRIPTION

A TRACT OF LAND BEING THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY, EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED AS INSTRUMENT NUMBER 2012201909.

CONTAINS 34.410 ACRES, INCLUDING 0.726 ACRES OF EXISTING COUNTY ROADWAY EASEMENT.

OWNER

FWFH, LLC, A NEBRASKA LIMITED LIABILITY COMPANY
FOZC, LLC, A NEBRASKA LIMITED LIABILITY COMPANY
5631 SOUTH 48TH STREET, SUITE 220
LINCOLN, NEBRASKA 68516–4107
(402)328–8100

APPLICANT

HOPPE & SON, LLC, A NEBRASKA LIMITED LIABILITY COMPANY
5631 SOUTH 48TH STREET, SUITE 220
LINCOLN, NEBRASKA 68516–4107
(402)328–8100

ATTORNEY

THE HOPPE LAW FIRM, LLC, A NEBRASKA LIMITED LIABILITY COMPANY
P.O. BOX 6036
LINCOLN, NEBRASKA 68506
(402)328–8100

ENGINEER

LAMP RYNEARSON
14710 WEST DODGE ROAD, SUITE 100
OMAHA, NEBRASKA 68154–2027
(402)496–2498

ZONING

EXISTING: R – RURAL

PROPOSED: PD – PLANNED DEVELOPMENT

LOTS –	23.795 ACRES
OUTLOTS A AND B –	3.160 ACRES
PUBLIC RIGHT OF WAY –	7.455 ACRES
TOTAL AREA –	34.410 ACRES

UTILITIES

POWER: FREMONT DEPARTMENT OF UTILITIES
400 E. MILITARY
FREMONT, NEBRASKA 68025

WATER: FREMONT DEPARTMENT OF UTILITIES
400 E. MILITARY
FREMONT, NEBRASKA 68025

GAS: FREMONT DEPARTMENT OF UTILITIES
400 E. MILITARY
FREMONT, NEBRASKA 68025

CONTROL NOTE

– HORIZONTAL DATUM IS BASED ON THE DODGE COUNTY LOW DISTORTION COORDINATE SYSTEM.

– VERTICAL DATUM IS BASED ON NAVD88 (GEOID–12A).

UTILITY NOTES

1. THIS DRAWING INCLUDES OBSERVED EVIDENCE OF SERVICES AND UTILITIES EVIDENT AT THE TIME OF SURVEY ONLY. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY THE SURVEYOR FOR THE FAILURE TO SHOW ANY BURIED SERVICE AND/OR UTILITY LINES EVEN THOUGH THEY MAY EXIST. CONTACT "ONE CALL" (1–800–331–5666) PRIOR TO ANY EXCAVATION ON THIS SITE.

TODD L. WHITFIELD
LS-561

LAMP RYNEARSON
14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

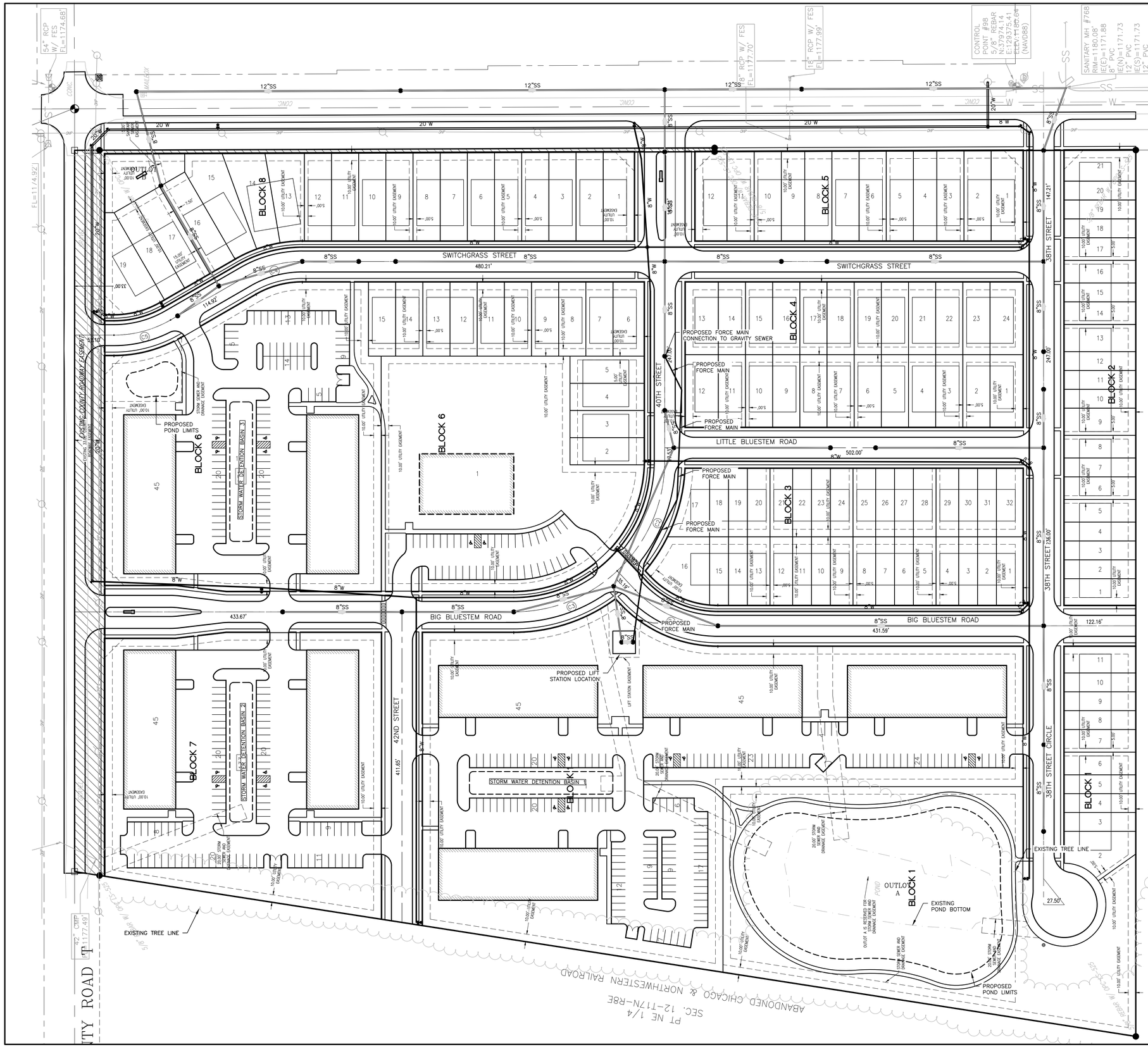
PRELIMINARY PLAT

BLUESTEM COMMONS
DODGE COUNTY, NEBRASKA

REVISIONS

DESIGNER / DRAFTER
TLW/EAM
DATE
2–14–2020
PROJECT NUMBER
0119078.01–002
BOOK AND PAGE
19078, 1–6

SHEET
1 OF 1



VICINITY MAP

LEGEND

- PROPERTY LINE
- EASEMENT LINE
- 8"SS — PROPOSED SANITARY SEWER
- PROPOSED FORCE MAIN
- PROPOSED MANHOLE
- PROPOSED PAVEMENT
- SECTION LINE
- SECTION CORNER
- LOT LINE
- W — WATER
- FIRE HYDRANT ASSEMBLY

LAMP RYNEARSON
14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

0 60 120

SANITARY SEWER AND WATER PLAN
PRELIMINARY PLAT

BLUESTEM COMMONS
FREMONT, DODGE COUNTY, NEBRASKA

811 Know what's below. Call before you dig.

ALL UTILITIES ARE SHOWN BASED ON THE INFORMATION AVAILABLE TO THE ENGINEER. IT IS NOT CERTAIN THAT ALL FACILITIES ARE SHOWN OR THAT THE LOCATION, DEPTH, AND SIZE OF EACH FACILITY IS CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL UTILITIES AND SERVICE LINES PRIOR TO CONSTRUCTION.

REVISIONS

DESIGNER / DRAFTER
MICHAEL SHARP / MAINOR MARTINEZ
DATE
02/14/2020
PROJECT NUMBER
0119078.01
BOOK AND PAGE

SHEET
3 OF 4

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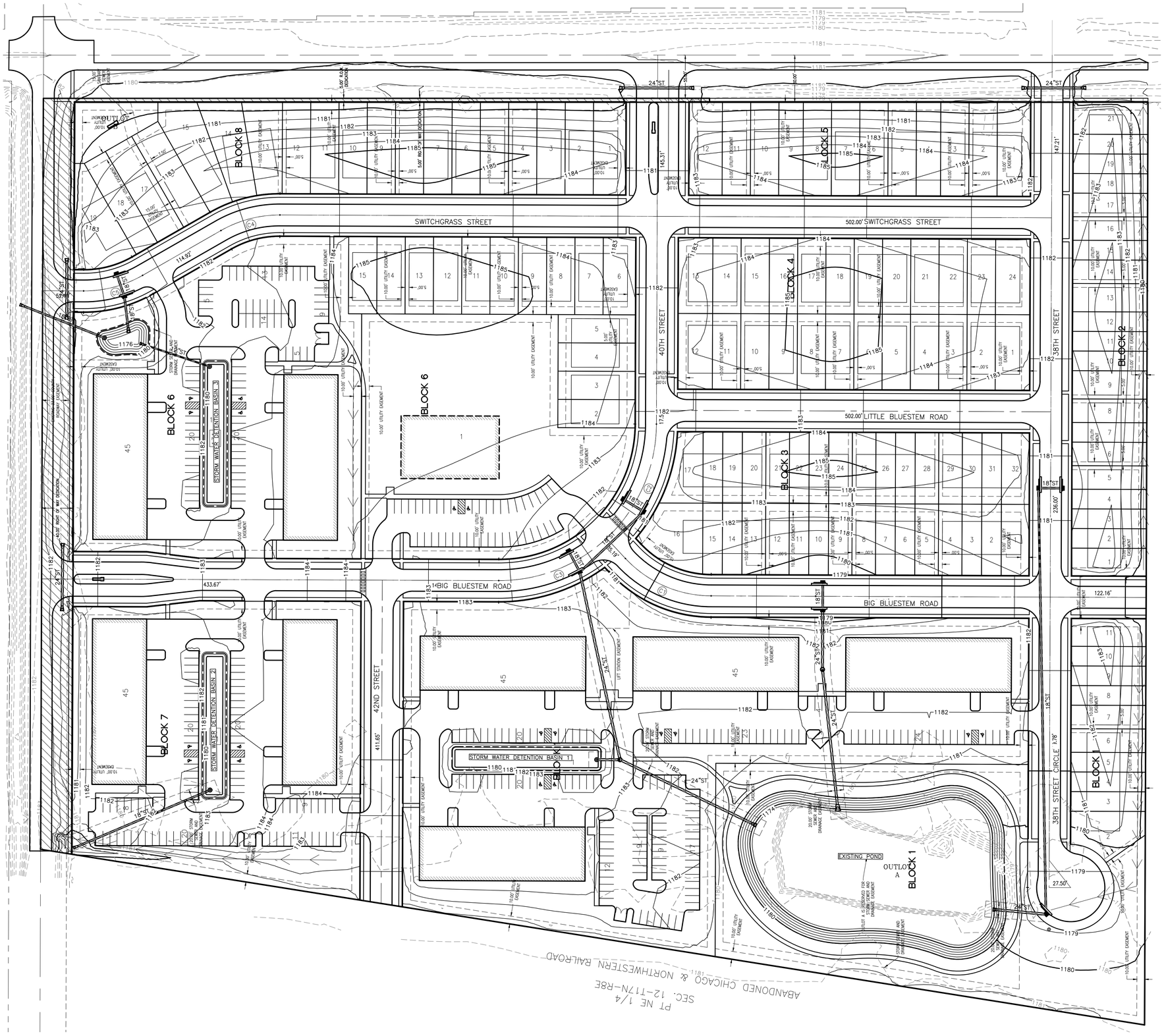

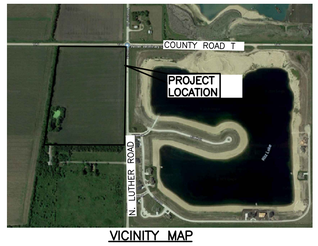

VICINITY MAP

LEGEND

- PROPERTY LINE
- EASEMENT LINE
- 1090 PROPOSED CONTOURS
- 1090 EXISTING CONTOURS
- PROPOSED SILT BASINS/WATER QUALITY
- SECTION LINE
- SECTION CORNER
- LOT LINE
- INTERCEPTOR SWALE
- 18"ST PROPOSED STORM SEWER
- PROPOSED MANHOLE
- PROPOSED F.E.S.
- PROPOSED GRATE INLET
- PROPOSED AREA INLET
- PROPOSED CURB INLET

LAMP RYNEARSON

14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

0 60 120

STORM SEWER AND GRADING PLAN
PRELIMINARY PLAT

BLUESTEM COMMONS
FREMONT, DODGE COUNTY, NEBRASKA

811 Know what's **below.** **Call** before you dig.

ALL UTILITIES ARE SHOWN BASED ON THE INFORMATION AVAILABLE TO THE ENGINEER. THERE IS NO GUARANTEE ALL FACILITIES ARE SHOWN OR THAT THE LOCATION AND THE SIZE OF EACH FACILITY IS CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES AND SERVICE LINES PRIOR TO CONSTRUCTION.

REVISIONS

DESIGNER / DRAFTER
MICHAEL SHARP / MAINOR MARTINEZ
DATE
02/14/2020
PROJECT NUMBER
0119078.01
BOOK AND PAGE

SHEET
2 OF 4

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Information submitted by Brad Holtorff at Planning Commission 3/16/2020

< Secs. 11-506—11-599. - Reserved.

ARTICLE 7. - SUBDIVISION DESIGN AND LAND DEVELOPMENT >

ARTICLE 6. - CHARACTER, SCALE, DENSITY, AND INTENSITY

Sec. 11-600. - Development Yield and Lot Standards.

Sec. 11-601. - Purpose and Application.

A. Purpose. The purpose of this article is to establish the general standards for the character, scale, density (residential), and intensity (nonresidential and mixed use) of development that is allowed within each zoning district set out in Section 11-403, Zoning Districts .

B. Application. This article establishes regulations for lots or tracts proposed for development or redevelopment, which is organized for new and established residential neighborhoods and nonresidential and mixed use development.

Sec. 11-602. - Standards for Residential Neighborhoods.

A. Purpose. The purpose of this section is to set out the standards for the development of new residential neighborhoods and residential development on existing lots or tracts including but not limited to, new construction, development of vacant lots, and redevelopment or expansion of existing buildings.

B. Application. The development yield and lot and building standards for each residential district and neighborhood type are determined as follows:

1. Development Yield.

   a. Application. The standards set out in Subsection 11-602.01., Development Standards , shall be used to determine the buildable area and maximum number of dwelling units per acre that may be developed for each district and neighborhood type.

Sec. 11-403. - Zoning Districts.

The zoning districts are categorized into 15 zoning district classifications, which are set out in Table 11-403.01., Residential Zoning Districts and Table 11-403.02., Nonresidential Zoning Districts . The classifications include:

Residential Zoning Districts

A. Rural (R)

B. Suburban Residential (SR)

C. Auto-Urban Residential (AR)

D. Urban Residential (UR)

E. Mobile Home (MH)

Nonresidential Zoning Districts

F. Suburban Commercial (SC)

G. General Commercial(GC)

H. Downtown Commercial(DC)

I. Business Park (BP)

J. Light Industrial(LI)

K. General Industrial (GI)

L. Aviation (AV)

Overlay Districts

M. Airport (AO) Overlay

N. Floodway (FW) Overlay

O. Flood Fringe (FF) Overlay

P. Historic Neighborhood (HN) Conservation Overlay

Q. Wellhead Protection (WP) Overlay

Special Districts

R. Campus/University (CU)

S. Parks and Open Space (PO)

T. Planned Development (PD)

Table 11-403.01.

EXPAND

Table 11-602.02.02.
Single-Family Attached and Multiple Family Lot and Building Standards

District and Neighborhood Type	Minimum						Maximum		
	Lot Dimension		Setbacks				Building		Impervi Covera Ratic
	Area [1]	Width [1]	Front Yard	Side Yard	Street Yard	Rear Yard	Height	Coverage Ratio	
Suburban Residential (SR)									
Duplex	4,500 sf.	35'	25'	5'	13'	15'	35'	40%	50%

Sec. 11-602.03. - Mix of housing types in planned neighborhoods.

Planned neighborhoods shall include a mix of housing types, subject to the number of dwelling units in the development. Set out in Table 11-602.03., Housing Mix Requirements, is the mix of housing types that are allowed in planned neighborhoods. When calculating the percentage of each housing type in a proposed development, normal rounding is allowed. Individual housing types that may be included in the mix are set out in Table 11-602.02.01., Single-Family Detached Lot and Building Standards and Table 11-602.02.02., Single-Family Attached and Multiple Family Lot and Building Standards above.

Table 11-602.03.
Housing Mix Requirements

EXPAND

Number of Dwelling Units in Planned Neighborhoods	Number of Housing Types	Percentage of Any Housing Type	
	Minimum	Maximum	Minimum
Less than 15	1	100	20
16 to 30	2	75	25
31 to 89	3	55	15
90 to 149	4	50	10
150 or more	4	50	10

Sec. 11-602.04. - Lot averaging.

Lot averaging is a design technique that replaces minimum lot dimensions with an average lot width and size. On an optional basis, the lot area and width dimensions in Table 11-602.02.01., Single-Family Detached Lot and Building Standards and Table 11-602.02.02., Single-Family Attached and Multiple Family Lot and Building Standards are averages for each neighborhood and housing type. Lot averaging may only be applied where both of the following conditions apply:

A. Equal to or Greater. The average lot area and average lot width for each housing type in the development are equal to or greater than the lot area and lot width specified for the housing and neighborhood types in Table 11-602.02.01., Single-Family Detached Lot and Building Standards and Table 11-602.02.02., Single-Family Attached and Multiple Family Lot and Building Standards .

B. Greater than 90 Percent. No lot has a lot area or lot width that is less than 90 percent of the lot area or lot width specified for the housing type in Table 11-602.02.01., Single-Family Detached Lot and Building Standard ;i§

Sec. 11-602.03. - Mix of housing types in planned neighborhoods.

Planned neighborhoods shall include a mix of housing types, subject to the number of dwelling units in the development. Set out in Table 11-602.03., *Housing Mix Requirements,* is the mix of housing types that are allowed in planned neighborhoods. When calculating the percentage of each housing type in a proposed development, normal rounding is allowed. Individual housing types that may be included in the mix are set out in Table 11-602.02.01., *Single-Family Detached Lot and Building Standards* and Table 11-602.02.02., *Single-Family Attached and Multiple Family Lot and Building Standards* above.

Table 11-602.03.
Housing Mix Requirements

Number of Dwelling Units in Planned Neighborhoods	Number of Housing Types	Percentage of Any Housing Type	
	Minimum	Maximum	Minimum
Less than 15	1	100	20
16 to 30	2	75	25
31 to 89	3	55	15
90 to 149	4	50	10
150 or more	4	50	10

RESOLUTION NO. 2020-068

A Resolution of the City Council of the City of Fremont, Nebraska, to approve the Bluestem Commons Preliminary Plat on property legally described as:

A TRACT OF LAND BEING THE NORTH 1406.00 FEET OF NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT-OF-WAY, SUBJECT TO COUNTY ROAD "T" RIGHT-OF-WAY; EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 201201909. CONTAINS 34.410 ACRES, INCLUDING 0.726 ACRES OF EXISTING COUNTY ROADWAY EASEMENT.

WHEREAS, the City Council has approved a Change of Zone from R, Rural to PD, Planned Development for the Bluestem Commons Planned Development; and,

WHEREAS, this request is consistent with the approved Planned Development; and,

WHEREAS, public hearings on the proposed Preliminary Plat were held by the Planning Commission on March 16, 2020 and subsequently by the City Council on April 14, 2020; and,

NOW, THEREFORE BE IT RESOLVED the City Council of the City of Fremont approves the Bluestem Commons Preliminary Plat.

PASSED AND APPROVED THIS 14th DAY OF April, 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: March 31, 2020

SUBJECT: Bluestem Commons Addition Final Plat

Recommendation: Continue until April 14th meeting

Background:

The Planning Commission held a public hearing on this item at its March 16, 2020 meeting. They voted to recommend approval to the City Council with a 4-1 vote.

This request for the Bluestem Commons Addition final plat is associated with a request for the Bluestem Commons Preliminary Plat. A request for a change of zone from R, Rural to PD, Planned Development on this property was heard by the Planning Commission on February 17, 2020.

The proposed final plat is the first phase of the development. It consists of two outlots, a lot for apartment buildings, a lot for a mixed use clubhouse/commercial building, and 103 duplex/triplex/rowhouse lots.

The developer intends to establish a Sanitary Improvement District (SID) with the approval of the final plat.

The proposed final plat is consistent with the proposed preliminary plat.

The Future Land Use map shows the area for residential development.

A subdivision agreement is required to prior to approval by City Council to address the costs associated with the installation of infrastructure, and to establish the SID.

Fiscal Impact: Typical infrastructure costs that will be set out in the subdivision agreement

BLUESTEM COMMONS

LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 6 AND OUTLOTS A AND B BEING A PLATTING OF THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY, EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED AS INSTRUMENT NUMBER 2012201909.

BLOCK 1	
LOT #	AREA (SF)
1	242493
2	4583
3	2366
4	2366
5	2366
6	2840
7	2840
8	2366
9	2366
10	2366
11	3313

BLOCK 2	
LOT #	AREA (SF)
1	3313
2	2366
3	2366
4	2366
5	2840
6	2840
7	2366
8	2840
9	3408
10	2366
11	2366
12	2366
13	3408
14	2840
15	2366
16	2840
17	2840
18	2366
19	2366
20	2366

BLOCK 2	
LOT #	AREA (SF)
21	3881

BLOCK 3	
LOT #	AREA (SF)
1	3167
2	2263
3	2262
4	2715
5	2715
6	2262
7	2263
8	2715
9	2715
10	2263
11	2263
12	2715
13	2715
14	2263
15	2261
16	5617
17	3662
18	2262
19	2263
20	2715

BLOCK 3	
LOT #	AREA (SF)
21	2715
22	2263
23	2262
24	2715
25	2715
26	2262
27	2263
28	2715
29	2715
30	2263
31	2263
32	3167

BLOCK 4	
LOT #	AREA (SF)
1	4176
2	3456
3	3456
4	3456
5	3456
6	3456
7	3456
8	3456
9	3456
10	3456
11	3456
12	4176
13	4176
14	3456
15	3456
16	3456
17	3456
18	3456
19	3456
20	3456

BLOCK 4	
LOT #	AREA (SF)
21	3456
22	3456
23	3456
24	4176

BLOCK 5	
LOT #	AREA (SF)
1	5020
2	4298
3	4293
4	3693
5	4284
6	4279
7	4274
8	4269
9	3672
10	4260
11	4255
12	4958

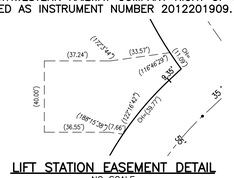
BLOCK 6	
LOT #	AREA (SF)
1	87969
2	3528
3	3528
4	3528
5	3528

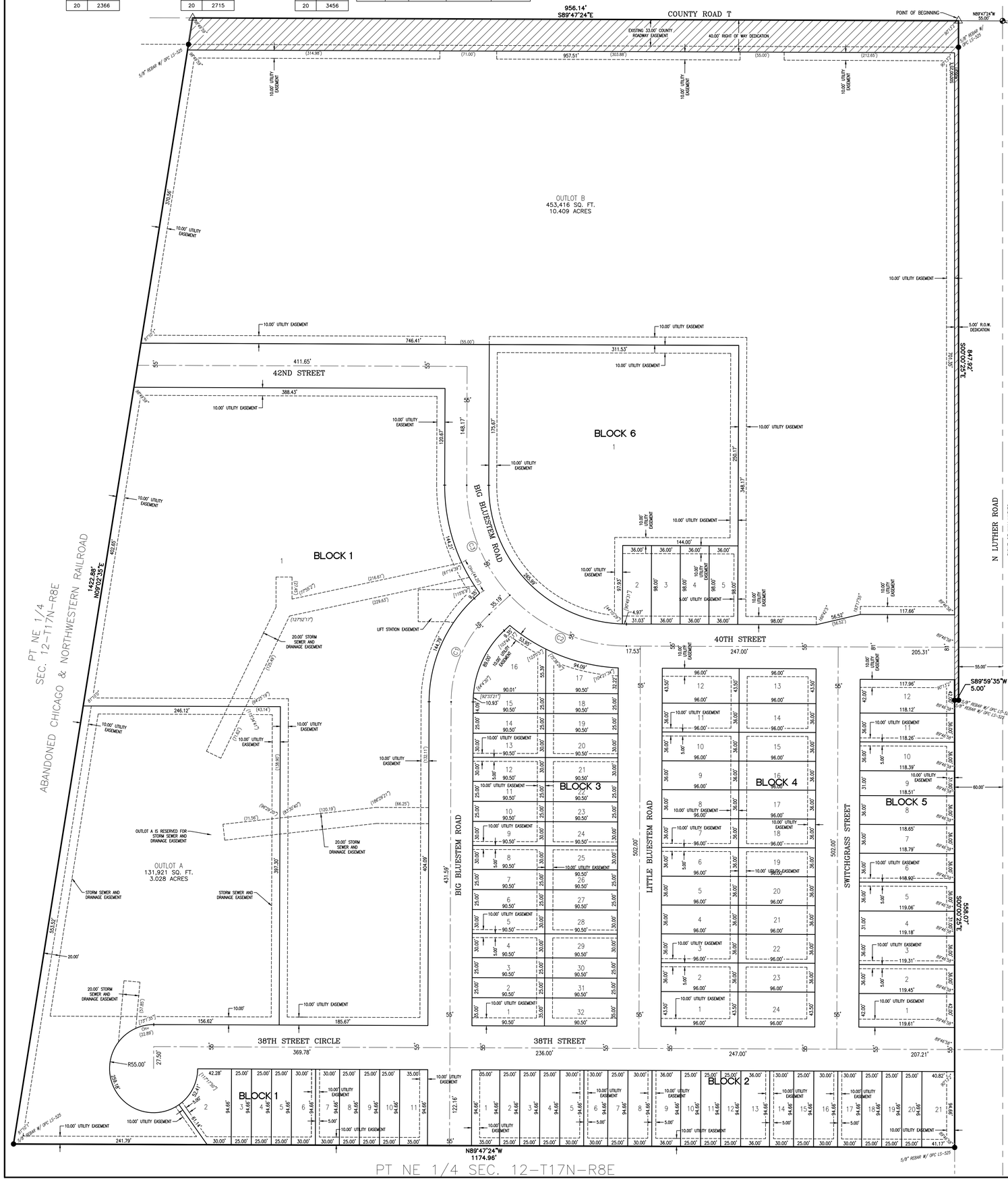
OUTLOT AREAS	
OUTLOT	AREA (SF)
A	131921
B	453416

CENTERLINE CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	CHORD LENGTH	DELTA ANGLE
C1	150.00	122.36	119.00	46°44'17"
C2	200.00	163.15	158.66	46°44'17"
C3	200.00	151.01	147.45	43°15'43"

NOTES

1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
3. ALL ANGLES ARE 90° UNLESS NOTED.
4. ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED WITH AN ANGLE ADJACENT TO THE CURVE, MEASURED TO THE CHORD AND SHOWN IN BRACKETS.
5. DISTANCES AND ANGLES SHOWN IN PARENTHESES REFER TO EASEMENTS.
6. ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.
7. OUTLOT A IS RESERVED FOR STORM SEWER AND DRAINAGE EASEMENT.
8. OUTLOT B IS RESERVED FOR FUTURE DEVELOPMENT.
9. OUTLOTS TO BE MAINTAINED BY HOME OWNERS ASSOCIATION.





LEGEND

- SECTION LINE
- SECTION CORNER
- CORNER FOUND
- CORNER SET (5/8" REBAR W/1 1/4" YELLOW PLASTIC CAP STAMPED LS-561, UNLESS NOTED OTHERWISE)
- BOUNDARY LINE
- LOT LINE
- EXISTING LOT LINE
- EASEMENT LINE
- STREET DEDICATION

LOCATED IN:
NE 1/4 NE 1/4 SEC. 12, T17N, R8E
SE 1/4 NE 1/4 SEC. 12, T17N, R8E

0 60 120

SECTION CORNER TIES

N 1/4 CORNER
SEC. 12-17-8
2" ALUMINUM CAP STAMPED "DODGE COUNTY SURVEYOR 1996 GC"; 0.7' DEEP
-44.54' N TO "X" NAILS IN WEST FACE OF P.P.; 1.3' A.G.
-54.49' SE TO REBAR W/ ALUMINUM CAP STAMPED DODGE COUNTY SURVEYOR 1996 RM"; 1.0' DEEP
-42.65' S TO REBAR W/ ALUMINUM CAP STAMPED DODGE COUNTY SURVEYOR 1996 RM"; 0.7' DEEP
-37.07' SW TO "X" NAILS IN NW FACE OF P.P.; 1.3' A.G.

EAST 1/4 CORNER
SEC. 12-17-8
SURVEY SPIKE
-38.56' WNW TO "X" NAILS IN SW CORNER OF RECTANGLE P.P.; 2.2' A.G.
-50.20' NW TO CHISELED "X" IN TOP OF 30" RCP F.E.S.
-46.34' NE TO CHISELED "X" IN TOP OF 30" RCP F.E.S.
-55.85' ESE TO TOP NUT OF FIRE HYDRANT
-144.22' SSW TO "X" NAILS IN N. FACE OF P.P.; 1.2' A.G.

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON THE BOUNDARY ON THE PLAT AND THAT PERMANENT MONUMENTS WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS BLUESTEM COMMONS, LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 6 AND OUTLOTS A AND B BEING A PLATTING OF THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY, EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED AS INSTRUMENT NUMBER 2012201909, THE ENTIRE TRACT DESCRIBED AS FOLLOWS:

COMMENCING AT A PK NAIL AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 12;

THENCE NORTH 89°47'24" WEST (ASSUMED BEARINGS) 55.00 FEET ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12 TO A SURVEY SPIKE WITH WASHER STAMPED LS 561 AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF NORTH LUTHER ROAD AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°00'25" EAST FOR 847.92 FEET ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525;

THENCE SOUTH 89°59'35" WEST 5.00 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525;

THENCE SOUTH 00°00'25" EAST 558.07 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525;

THENCE NORTH 89°47'24" WEST 1174.96 FEET TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525 IN THE EAST RIGHT OF WAY LINE OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILROAD;

THENCE NORTH 09°02'35" EAST FOR 1422.88 FEET ON SAID EAST RIGHT OF WAY LINE TO A SURVEY SPIKE WITH WASHER STAMPED LS 561 IN THE NORTH LINE OF SAID NORTHEAST QUARTER;

THENCE SOUTH 89°47'24" EAST FOR 956.14 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,498,888 SQUARE FEET OR 34.410 ACRES AS FIELD MEASURED, INCLUDING 0.726 ACRES OF EXISTING COUNTY ROAD "T" EASEMENT.

TODD L. WHITFIELD, L.S. 561
LAMP RYNEARSON
14710 W. DODGE ROAD, SUITE 100
OMAHA, NE 68154

2-14-2020
DATE

REGISTERED LAND SURVEYOR
TODD L. WHITFIELD
LS-561
STATE OF NEBRASKA

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT WE, FWFH, LLC, A NEBRASKA LIMITED LIABILITY COMPANY AND FOZC, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNERS OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND BLOCKS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN HEREON, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS BLUESTEM COMMONS; DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT; AND WE DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AS SHOWN HEREON AND DO HEREBY GRANT THE EASEMENTS TO THE CITY OF FREMONT, NEBRASKA, A MUNICIPAL CORPORATION AS SHOWN HEREON. WE DO HEREBY GRANT TO THE GRANTEES, THEIR SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENT AREAS, SHOWN HEREON FOR THE STATED PURPOSE, FOR INGRESS AND EGRESS IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES; PROVIDED, HOWEVER, THERE IS RESERVED TO THE GRANTOR, AND TO THE GRANTOR'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA. THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS, NOR BE CONSTRUED TO PASS, TO THE GRANTEE IN FEE SIMPLE INTEREST OR TITLE OF THE EASEMENT AREAS. ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

FWFH, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNER
FOZC, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNER

WARD F. HOPPE
MANAGER

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

_____ DAY OF _____, 20____

BY WARD F. HOPPE, MANAGER OF FWFH, LLC, A NEBRASKA LIMITED LIABILITY COMPANY AND FOZC, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANIES.

SIGNATURE OF NOTARY PUBLIC

APPROVAL OF FREMONT CITY PLANNING COMMISSION

THIS FINAL PLAT OF BLUESTEM COMMONS, LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 6 AND OUTLOTS A AND B WAS APPROVED BY THE FREMONT CITY PLANNING COMMISSION THIS

_____ DAY OF _____, 20_____

SECRETARY, FREMONT PLANNING COMMISSION

APPROVAL OF FREMONT CITY COUNCIL

THIS PLAT OF BLUESTEM COMMONS, LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 6 AND OUTLOTS A AND B WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF FREMONT, NEBRASKA THIS

_____ DAY OF _____, 20_____

IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

MAYOR

ATTEST _____
CITY CLERK

LAMP RYNEARSON
14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

TODD L. WHITFIELD
LS-561

FINAL PLAT

BLUESTEM COMMONS
FREMONT, DODGE COUNTY, NEBRASKA

REVISIONS
12-6-2019 EAM
12-11-2019 EAM
2-14-2020 EAM

DESIGNER / DRAFTER	TLW/EAM
DATE	2-14-2020
PROJECT NUMBER	0119078.01-002
BOOK AND PAGE	19078, 1-6
SHEET	1 OF 1

L:\Engineering\0119078 Fremont Housing\SURVEY\DRAWINGS\SHEETS\0119078-PH1-FP-01.dwg, 2/14/2020 1:44:51 PM, ELISE A. MOLGAN, LAMP RYNEARSON

RESOLUTION NO. 2020-069

A Resolution of the City Council of the City of Fremont, Nebraska, to approve the Bluestem Commons Final Plat on property legally described as:

A TRACT OF LAND BEING THE NORTH 1406.00 FEET OF NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT-OF-WAY, SUBJECT TO COUNTY ROAD "T" RIGHT-OF-WAY; EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 201201909. MORE SPECIFICALLY DESCRIBED AS:

COMMENCING AT A PK NAIL AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 12;THENCE NORTH 89°47'24" WEST (ASSUMED BEARINGS) 55.00 FEET ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12 TO A SURVEY SPIKE WITH WASHER STAMPED LS 561 AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF NORTH LUTHER ROAD AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°00'25" EAST FOR 847.92 FEET ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525; THENCE SOUTH 89°59'35" WEST 5.00 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525; THENCE SOUTH 00°00'25" EAST 558.07 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525; THENCE NORTH 89°47'24" WEST 1174.96 FEET TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525 IN THE EAST RIGHT OF WAY LINE OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILROAD; THENCE NORTH 09°02'35" EAST FOR 1422.88 FEET ON SAID EAST RIGHT OF WAY LINE TO A SURVEY SPIKE WITH WASHER STAMPED LS 561 IN THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 89°47'24" EAST FOR 956.14 FEET TO THE POINT OF BEGINNING. CONTAINS 1,498,888 SQUARE FEET OR 34.410 ACRES AS FIELD MEASURED, INCLUDING 0.726 ACRES OF EXISTING COUNTY ROAD “T” EASEMENT.

WHEREAS, the City Council has approved a Change of Zone from R, Rural to PD, Planned Development for the Bluestem Commons Planned Development; and,

WHEREAS, the City Council has approved the Bluestem Commons Preliminary Plat; and,

WHEREAS, this request is consistent with the both approved Planned Development and Preliminary Plat; and,

WHEREAS, public hearings on the proposed Preliminary Plat were held by the Planning Commission on March 16, 2020, and subsequently by the City Council on April 14, 2020; and,

NOW, THEREFORE BE IT RESOLVED the City Council of the City of Fremont approves the Bluestem Commons Final Plat subject to the approval of a planned development and subdivision agreements and establishment of a Sanitary and Improvement District.

PASSED AND APPROVED THIS 14th DAY OF APRIL, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
March 10, 2020 - 7:00 PM
City Council Chambers 400 East Military, Fremont NE

MEETING CALLED TO ORDER

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

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 March 31, 2020 Regular Meeting. Motion made by Yerger, Seconded by Jacobus to move item #20 after item #4. Voting Yea: Yerger, Ellis, McClain, Jensen, and Jacobus. Voting Nay: Legband, Kuhns. Motion failed. Motion made by Jensen, Seconded by Kuhns to adopt current agenda for March 10, 2020 Regular Meeting. Voting Yea: Ellis, McClain, Jensen, Legband, Kuhns Voting Nay: Yerger, Jacobus. Motion carried.

BUSINESS FROM PREVIOUS MEETING:

2. Resolution 2020-053 of the City Council of the City of Fremont, Nebraska, approving the 2020 City of Fremont One Year-Six Year Street Improvement Plan. Motion made by Yerger, Seconded by Jacobus to amend the plan to add S. Clarmar Ave. from Cuming St. to Railroad St. and Railroad St. to Front St. as an item in the 2-6 year plan. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, and Jacobus. Motion carried. Motion made by Legband, Seconded by Jensen to approve Resolution 2020-053 as amended. Voting Yea: McClain, Jensen, Legband, Kuhns, Jacobus. Voting Nay: Yerger, Ellis. Motion carried.

3. Resolution 2020-040 to accept Itemized Statement of Cost, Complete Cost, Tentative Schedule of Assessments and set date of Board of Equalization for Sanitary Sewer District No. 704-18. Motion made by Jensen, Seconded by Yerger to approve Resolution 2020-040. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, and Jacobus. Motion carried.

4. Council Member Yerger item - receipt, discussion, and consideration of, and/or potential action on, the Library Board's recommendation to the Mayor and Council for filling a vacant Library Board position with Susan Allen. No action was taken.

5. Mayor Getzschman item: receive Audit Report for year ending September 30, 2019. Motion made by Yerger, Seconded by McClain receive Audit Report for year ending September 30, 2019. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, and Jacobus. Motion carried.

PUBLIC HEARINGS:

6. Resolution 2020-054 to allow a Child Care facility on property located at 749 N William Street. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Motion made by Jacobus, Seconded by Yerger to strike the final whereas paragraph. Voting Yea: Yerger, Ellis, Jensen, Kuhns, Jacobus. Voting Nay: McClain, Legband. Motion carried. Motion made by Yerger, Seconded by Jacobus to correct the vote of the Planning Commission recommendation to 6-0. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried. Motion made by Jensen, Seconded by Jacobus to approve Resolution 2020-054 as amended. Voting Yea: McClain, Jensen, Legband, Kuhns, Jacobus. Voting Nay: Yerger. Voting Abstaining: Ellis. Motion carried.

7. Ordinance 5528 for a change of zone from R, Rural to PD, Planned Development for property commonly known as Bluestem Commons (second reading). Mayor Getzschman opened the public hearing. Motion made by Jensen, Seconded by Legband to receive into the record document titled "Ritz Lake, LLC Opposition to application of Bluestem Commons changing zoning from R Rural to PD Planned Development. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried. Motion made by Jensen, Seconded by Ellis to receive protest petition into the record. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried. Motion made by McClain, Seconded by Jensen to receive document titled "Regarding the Proposed Bluestem Common Development". Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried. Mayor Getzschman closed the public hearing. Motion made by Jacobus, Seconded by Kuhns to introduce and hold first reading of Ordinance 5528. Voting Yea: Yerger, McClain, Jensen, Legband, Kuhns, Jacobus. Voting Nay: Ellis. Motion carried. City Clerk provided first reading.

8. Ordinance 5529 to change zoning from R, Rural to SR, Suburban Residential on property generally located between Ridge Road and Country Club Estates (first reading). Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Motion made by Kuhns, Seconded by Jensen to introduce and hold first reading of Ordinance 5529. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried.

9. Resolution 2020-055 to approve the Country Club Estates 6th Addition Final Plat. Motion made by Kuhns, Seconded by Jensen to continue Resolution 2020-055 until the final reading of Ordinance 5529. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried.

10. Resolution 2020-056 to approve application for a Class I liquor license for Crush Pizza and Alehouse LLC dba Crush Pizza and Alehouse 102 N. Main St. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving

comments from the public. Motion made by Kuhns, Seconded by Jacobus to approve Resolution 2020-056. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus

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

Motion made by McClain, Seconded by Legband to approve consent agenda items 11-13, 15 and 18. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried.

11. Motion to approve February 26, 2020 through March 10, 2020 claims and authorize checks to be drawn on the proper accounts

12. Move to receive Report of the Treasury

13. Dispense with and approve February 25, 2020 City Council Meeting Minutes, Community Development Agency Minutes and Board of Equalization Minutes

14. Resolution 2020-057 to accept the proposal of Racom and US Digital Designs Phoenix G2 for a new fire station alerting system and enter into a service agreement. Motion made by Jacobus, Seconded by Yerger to approve Resolution 2020-057. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried.

15. Motion to authorize the Mayor to sign Deed of Reconveyance; Frink; 505 E. 2nd Street

16. Resolution 2020-058 authorizing a contract for the Lon D. Wright Power Plant Rail Track Extension. Motion made by Yerger, Seconded by Kuhns to approve Resolution 2020-058. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried.

17. Resolution 2020-059 accepting and awarding the bid to C-R Menn Concrete, LCC. for the 2020 Pavement Rehab project. Motion made by Jensen, Seconded by Jacobus to approve Resolution 2020-059. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried.

18. Resolution 2020-060 awarding the Contract for Natural Gas Asset Management to BP Canada Energy Marketing Corp

19. Resolution 2020-061 authorizing the Fremont Department of Utilities Staff to purchase vehicles and equipment (two trucks and one Mini Skid Steer). Motion made by Kuhns, Seconded by Jacobus to approve Resolution 2020-061. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus

UNFINISHED BUSINESS: Requires individual associated action

20. Ordinance 5518 repealing and replacing Chapter 3, Article 7 Section 3-701 of the Fremont Municipal Code titled Municipal Library; operation and funding (second reading). Motion made by Jacobus, Seconded by Ellis to receive into the record amended language and documents. Voting Yea: Yerger, Ellis, Jensen, Jacobus. Voting Nay: McClain,

Legband, Kuhns. Motion failed. Motion made by Jacobus, Seconded by Yerger to continue the item to the next meeting. Voting Yea: Yerger, Ellis, McClain, Jensen, Jacobus. Voting Nay: Legband, Kuhns. Motion carried.

21. Ordinance 5527 to annex WholeStone Farms property (second reading). Motion made by Legband, Seconded by Yerger to hold second reading of Ordinance 5527. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried. City Clerk provided second reading.

NEW BUSINESS: Requires individual associated action

22. Motion to receive Fire Department Annual Report. Motion made by Legband, Seconded by Kuhns to receive Fire Department Annual Report. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried.

23. Mayor Getzschman item - approve additional expenditure for emergency dike at Rod and Gun Club. Motion made by Kuhns, Seconded by Jensen to approve the additional expenses. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried.

ADJOURNMENT. Motion made by Jensen, Seconded by Kuhns to adjourn. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried. Meeting adjourned at 11:17 P.M.

APPROVED AND ACCEPTED AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA REGULAR CITY COUNCIL MEETING MINUTES FOR MARCH 10, 2020.

Tyler Ficken, City Clerk | Scott Getzschman, Mayor

SPECIAL CITY COUNCIL MEETING MINUTES

March 24, 2020

City Council Chambers 400 East Military, Fremont NE

SPECIAL MEETING – 7:00 P.M.

SPECIAL MEETING:

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

2. Roll call. Roll call showed Council Members McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, and Legband present. 7 Council Members present. Kuhns absent. Council Member Kuhns joined the meeting by 7:20 PM.

3. Test Zoom Telecommunication software. No action was taken.

5. Consider temporary suspension of the Public Comment period during the COVID-19 pandemic. Council Member Jensen moved, seconded by Council Member Legband to approve temporary suspension of the Public Comment period during the COVID-19 pandemic. Ayes: McClain, Kuhns, Bechtel, Jensen, Jacobus, Legband. Nays: Ellis, Yerger. Motion carried.

6. Consider COVID-19 compensation plan for hourly employees. Council Member Ellis moved, seconded by Council Member Jacobus to add to the plan that 24 hours after the policy has been affected, to bring it back before an emergency meeting of the Council for review. Ayes: Ellis, Yerger, Jensen, Jacobus. Nays: McClain, Kuhns, Bechtel, Legband. Motion failed. Council Member Yerger moved, seconded by Council Member Jacobus to include condition that legal address the inclusion of part-time employees, and retroactive implementation, and to bring those recommendations back as a part of discussion at the next meeting. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus. Nays: Bechtel, Legband. Motion carried. Council Member Legband moved, seconded by Council Member Jacobus to approve COVID-19 compensation plan for hourly employees as amended. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

7. Adjournment. Motion made by Jacobus, seconded by Kuhns to adjourn. Ayes: McClain, Kuhns, Bechtel, Legband, Ellis, Yerger, Jensen, Jacobus. Motion carried. Meeting adjourned at 9:09 PM

APPROVED AND ACCEPTED AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA CITY COUNCIL SPECIAL MEETING MINUTES FOR MARCH 24, 2020.

Tyler Ficken, City Clerk

Scott Getzschman, Mayor

STAFF REPORT

TO: Fremont City Council

FROM: Shane Wimer, Assistant City Administrator

DATE: March 31, 2020

SUBJECT: Nomination for Nebraska Regional Interoperable Network (NRIN) Governing Board

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Recommendation: Recommend approve Resolution 2020-063 nominating Shelly Holzerland to the NRIN governing Board.

Background: The Nebraska Regional Interoperable Network (NRIN) is a regional and statewide wireless data communications sharing network that is owned by Nebraska's local governments. Its purpose is to connect Public-Safety Answering Points (PSAPs) or 9-1-1 centers. In 2015, the City of Fremont entered in to an Interlocal Agreement that made the PSAP part of NRIN. As a member city, Fremont is entitled to nominate candidates for the NRIN Board of Governors. This board oversees and manages the network.

Shelly Holzerland was nominated to the board by the city in 2015. As the Communications Director, she is in the best position to help manage this network and help deliver its benefits not only for Fremont/Dodge County but for all PSAPs in Nebraska. She has faithfully attended the meetings and participated in the activities required to develop and promote this network. Staff recommends Shelly Holzerland be nominated to serve another term on the NRIN Board of Governors.

Fiscal Impact: None.

NEBRASKA REGIONAL INTEROPERABILITY NETWORK

**********REQUEST FOR NOMINATIONS**********

for the

Nebraska Regional Interoperability Network (NRIN) Board

Nominations for the purpose of current Board Member terms that are expiring this year.

What is this about? The Nebraska Regional Interoperability Network (NRIN) provides a governance structure for NRIN. Counties and cities have signed an Interlocal Agreement to elect an NRIN Governing Board to administer the monitoring, management, maintenance and sustainability of NRIN. This notice documents the process for nominating candidates to fill Board positions that are due to expire 6/30/2020 on the NRIN Governance Board.

What is NRIN? NRIN is a regional and statewide wireless data communications sharing network that is owned by Nebraska's local governments. Its purpose is to connect Public-Safety Answering Points (PSAPs) or 9-1-1 centers. NRIN allows secure, reliable, efficient sharing of information, improving emergency responses and protecting lives and property.

Who should be on the NRIN Board? Candidates for the NRIN Board can represent elected officials, 9-1-1 Centers/Public Safety Answering Points, law enforcement, fire fighters, emergency management, communications directors or other stakeholders interested in public safety communications. Candidates do not require expertise in communication technology; there is a technical committee to assist the Board with technological issues. Candidates should have a passion for ensuring public safety in Nebraska and an understanding about how the communications network can benefit communities throughout the State.

Who can nominate NRIN Board Candidates? Any NRIN member (a county or city which has signed the Interlocal Agreement) or Nebraska Planning, Exercise and Training (PET) Region can nominate one or more candidates from their area. A nomination form is attached. Nominations must be submitted by the Chair of the member board or the PET Region. Please make sure the candidate you are nominating agrees to and is committed to serving on the NRIN Board.

What is the timeline for nominations and election of Board members? Deadline for nominations is March 31st, 2020. Elections will be held in April. The following Members' terms will expire on 6/30/2020:

Panhandle Region – Heidi Gillespie

Southwest Region – Brandon Myers

South Central Region – Robert Tubbs

East Central Region – Shelly Holzerland

Southeast Region – Carla Zarybnicky

Only current NRIN members may nominate and vote on candidates.

What are the responsibilities of Board Members? Effectively participate in all Board functions. The Board shall govern, manage and coordinate NRIN to support public safety communications in Nebraska. The Board shall develop a financial plan identifying resources for sustainment of NRIN. Directors will serve one to three year terms and may be re-elected for any number of terms.

Who can I contact for more information about NRIN and the NRIN Board? Contact your local NRIN Governance Board member:

DIRECTOR NAME	REGION	EMAIL	PHONE
Shelley Holzerland	East Central	shelly.holzerland@fremontne.gov	402-727-2677
Tim Hofbauer	East Central	tim.hofbauer@plattene.us	402-564-1206
Alma Beland	North Central	alma@region26.org	308-942-3461
Mark Rempe	North Central	custerem6040@gmail.com	308-872-3349
Robert Tubbs	South Central	90912@buffalocounty.ne.gov	308-233-4441
Jon Rosenlund	South Central	jonr@grand-island.com	308-385-5360
Brian Kesting	Northeast	bkesting@cityofwayne.org	402-375-1733
Kevin Mackeprang	Northeast	kevinmach@gpcom.net	402-373-2721
Brad Eisenhauer	Southeast	brad.eisenhauer@jeffcolaw.us	402-239-3494
Carla Zarybnicky	Southeast	czarybnicky@beatrice.ne.gov	402-223-4080
Heidi Gillespie	Panhandle Region	director@sidney911.org	308-254-2880
Nan Gould	Panhandle Region	reg23ema@bbc.net	308-432-2251

NRIN Board Nomination Form

Contact Information

NRIN Member or PET Region nominating:_____

Name, phone number and email of nominator:_____

_____

Signature of Chair_____ Date _____

Nominee Name: _____

Nominee Address:_____

Nominee Phone:_____

Nominee Email:_____

Background in Public Safety/Communications/Local Government

Qualifications to be an NRIN Board Member

Commitment and ability to actively participate in all Board meetings and activities

Return this completed form by April 15th, 2020 to:

Heidi Gillespie
PO Box 191
Sidney, NE 69162
director@sidney911.org
308-254-2880

Shelly Holzerland
725 N. Park Ave.
Fremont, NE 68025
shelly.holzerland@fremontne.gov
402-727-2677

Mark Rempe
431 S. 10th Ave.
Broken Bow, NE 68822
custerem6040@gmail.com
308-872-3349

RESOLUTION NO. 2020-063

A Resolution of the City Council of the City of Fremont, Nebraska, to nominate Shelly Holzerland to serve on the Nebraska Regional Interoperable Network (NRIN) governance board.

WHEREAS, Fremont has signed an Interlocal Agreement to be a part of NRIN; and,

WHEREAS, the current term for an East Central regional representative is ending and the vacancy on the board needs to be filled; and,

WHEREAS, as the City /County Communications Director, Shelly Holzerland would be best suited to serve on this communications interoperability board.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Fremont nominates Shelly Holzerland to the ballot for the NRIN Board of Governors.

PASSED AND APPROVED THIS 31st day of March, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Lottie Mitchell, Grant Coordinator/Executive Assistant

DATE: March 31, 2020

SUBJECT: Local Option Economic Development Fund (LB840) Quarterly Report

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Recommendation: Receive Report

Background: The City of Fremont has a Local Option Economic Development Plan (LB840) and loan fund for the purposes of creating new jobs, expanding the labor market, retaining existing jobs, attracting new capital investment, broadening the tax base, and providing economic diversification to ensure economic stability and vitality for the City of Fremont and surrounding areas.

On May 11, 1999, the citizens of Fremont voted to approve a one-half of one percent (1/2%) sales tax for five years to fund street construction and renovation and economic development and to adopt the economic development plan. That authorization was set to expire on September 30, 2004, however on May 11, 2004, the citizens of Fremont voted to extend the sales tax for another 10 years. The voters approved funding street construction and renovation, the Police and Fire Departments, and economic development. The Economic Development Plan adopted in 1999 was amended in 2004 by Resolution 2004-017 to extend the length of the plan to September 30, 2019.

Fremont voters took to the polling booths again on May 13, 2014 and extended the one-half of one percent (1/2%) sales tax for 10 more years to equally fund street construction and renovation, the Police and Fire Departments, and economic development. The sales tax will expire on December 31, 2024. The Local Option Economic Development Plan will be in place until June 1, 2029.

A summary of approved economic development projects is attached.

Fiscal Impact: None

City of Fremont Nebraska
Status of LB 840 Funds
2/29/2020
Premilinary Estimate

Assets:		
Checking	270,007.28	
Money Market	2,325,654.73	
Investments	3,000,000.00	
		5,595,662.01
Liabilities:		
Capital Transfers		
		0.00
		5,595,662.01
Known Committed Funds:		
Tech/Bus Park Res 2011-047	420,000.00	
Tech/Bus Park Res 2013-095	1,061,661.81	
Morningside Business Park Res 2	172,675.14	
Morningside Business Park - Johr	801,019.40	
505 Brewing Co Res 2019-240	0.00	
WLG Fremont Res 2019-038	600,000.00	
Wholestone Farms Res 2020-052	1,300,000.00	
Tech/Bus Park Resolution 2011-047	975,392.00	
		5,330,748.35
Uncommitted Funds		**264,913.66**

SUMMARY OF LB840 SALES TAX REVENUE
ECONOMIC DEVELOPMENT PROJECTS

Business Name / Project	Date	LB 840 Loan to Business	Jobs Created	Minimum Wage Amt. per Contract	Jobs Retained	LB 840 Investment--Land, Infrastructure & Other	Local Sales Tax Generated (1.5%)	Notes	Defaulted
Christensen Business Park--purchase 112 acres & infrastructure	2000					$ 2,661,256			
Natura, 2779 West Rademakers Way	2002	$ 570,000	25	$8.25				$570,000 Performance-BasedInfrastructure included with Christensen Business Park	
Spec Building at Christensen Business Park, 2639 West 23 Av.	2002					$ 283,000		Sold building to Charleston's	
Utility extensions on North Lincoln Street, 2400 North Lincoln (Holiday Inn Express & Steenblock)	2002				45	$ 70,000		Made access to Steenblock and Holiday Inn Express	
Sewer extension on North Yager Road to serve Burlington Northern Industrial tract	2003					$ 50,000			
Southwark, 2073 West Rademakers Way	2004	$ 100,000	30	$8.50				$50,000 Performance-Based. Infrastructure included with Christensen Buisness Park	
Nelson Business Park: Fremont Contract Carriers, 865 South Bud Blvd (Eagle Dist. also located here)	2004		35		145	$ 776,161			
Ready Tech-Go, Inc. (RTG Medical)	2007	$ 155,000	10	$8.50				$145,000 0% RP & $10,000 PB, create 10 jobs & retain for 1 year (LM)	
Overland Products, 1577 & 1687 North Airport Road	2007	$ 600,000	20	$9.00	20			0% RP, create 20 jobs & retain for 5 years (LM)	
RK Aerials (Rosenbauer), 840 South Broad	2004	$ 150,000	20	$8.25	20			$50,000 0% RP & $100,000 PB, create 20 jobs & retain for 4 years, maintain Fremont location for 15 years (LM)	
Best Cobb, LLC, 731 South Platte	2007	$ 600,000	12	not defined				$200,000 0% RP & $300,000 6% RP, create 12 jobs & retain for 4 years, maintain Fremont facility for 10 years. $100,000 PB, clean up property w/in 9 months. (LM)	*Defaulted May 2010, remaining loan balances re-amortized and repaid at 8% interest

DRAFT

SUMMARY OF LB840 SALES TAX REVENUE
ECONOMIC DEVELOPMENT PROJECTS

Business Name / Project	Date	LB 840 Loan to Business	Jobs Created	Minimum Wage Amt. per Contract	Jobs Retained	LB 840 Investment--Land, Infrastructure & Other	Local Sales Tax Generated (1.5%)	Notes	Defaulted
Christensen Lumber LTD, 714 N Main	2007	$ 175,000	10	$11.00				$50,000 0% RP & $125,000 PB, create 10 yobs & retain for 5 years (LM)	
International Spices, 1040 South Lucius	2007	$ 60,000	10	$10.00				PB, create 10 jobs & retain for 5 years (LM)	
Merritt Equipment, 4650 North Broad	2008	$ 150,000	10	$14.00				PB, create 10 jobs & retain for 5 years (LM)	
Mid America Truck Wash	2008	$ 50,000			12			Single Payment Loan, term 8 months (LM)	
Christensen Bus. Park--purch. 23 acres (Izaak Walton Range)	2009					$ 200,767			
Morningside North Business Park--purchase of 42 acres	2009					$ 819,707			
Sycamore Leaf Solutions, 321 East Military	2011	$ 40,000	2	$15.00	2			$40,000 Performance-Based	
Fremont Techology Park--purchase of 81 acres	2011					$ 654,392			
Fremont Technology Park CDBG loan guarantee, 2011-047	2011					$ 975,392			
Fremont Techology Park--infrastructure, 2011-047	2011					$ 420,000			
Airport Infrastructure	2012					$ 132,631			
Fremont Techology Park--infrastructure, 2013-095	2013					$ 1,635,040			
Morningside North Business Park--infrastructure, 2013-095	2013					$ 444,000			
McGinn Holdings, LLC	2014	$ 10,000						PB, Maintain location for 3 years	
Sycamore Leaf	2015	$ 100,000	3	$15.00	8			PB, create 3 jobs & retain 8 for 5 years	
Structural Components	2015	$ 600,000	35	$15.00				$200k RP; $400k PB 20 jobs in yr 1, 10 jobs in yr 2, 5 jobs in yr 3; retain all jobs for 5 years. Base = 209 jobs	

DRAFT

SUMMARY OF LB840 SALES TAX REVENUE
ECONOMIC DEVELOPMENT PROJECTS

Business Name / Project	Date	LB 840 Loan to Business	Jobs Created	Minimum Wage Amt. per Contract	Jobs Retained	LB 840 Investment-- Land, Infrastructure & Other	Local Sales Tax Generated (1.5%)	Notes	Defaulted
Fremont Beef	2015	$ 300,000	25	$15.00				$300,000 PB - 25 new jobs, retain for 5 yrs. Base = 315 jobs. Monitoring began 12/2015	
Heartland Area Assessories	2016	$ 150,000			10			PB, retain 10 jobs for 5 years and voluntary annex	
Costco	2016	$ 1,000,000	800	$15				PB, 800 by year 5 and at least $150M invested in property by year 2.	
12 Days of Christmas - Film	2017	$ 19,719					$975**	Rebate of 30%, not to exceed $25,000, on qualified expenditures	
Legacy Post and Beam	2017	$ 60,000	12	$18				PB, 12 new jobs in Fremont, retain for 5 years	
Greater Fremont Development Council	2018					$ 500,000		Matching funds for Rural Workforce Housing Fund Grant	
Pearl Academy	2018	$ 71,121	7	$10				50% RP, 50% PB, 7 jobs, retain for 5 years	
Expedition League	2018					$ 250,000		PB, Maintain team in Fremont for 5 years, first season = 2019	
Infinite 8 Institute	2018	$ 200,000	8	$19				RP over 5 years	In default.
WLG Fremont, LLC (RTG Medical)	2019	$ 600,000	50		80			PB, 50 new jobs, retain for 5 years	
Greater Fremont Development Council	2019					$ 1,000,000		Funds for Low-Moderate Income Housing	
La Flamme Rouge, LLC - Film	2019	$ 14,134					$707**	Rebate of 30%, not to exceed $35,000, on qualified expenditures	
Morningside Business Park - Johnson Road Paving	2019					$ 1,000,000		Morningside Business Park Infrastructure Improvements	
505 Brewing Company	2019	$ 165,000	5	$15				PB, 5 new jobs, retain for 5 years	

DRAFT

SUMMARY OF LB840 SALES TAX REVENUE
ECONOMIC DEVELOPMENT PROJECTS

Business Name / Project	Date	LB 840 Loan to Business	Jobs Created	Minimum Wage Amt. per Contract	Jobs Retained	LB 840 Investment--Land, Infrastructure & Other	Local Sales Tax Generated (1.5%)	Notes	Defaulted
WholeStone Farms, LLC	2020	$ 1,300,000	600	$17	1300			PB, 600 new jobs, retain for 5 years	
Totals		**$ 7,239,974**	**1729**		**1642**	**$ 11,872,346**			

PB = Performance Base
RP = Repayable
**Sales tax generated is singular event

DRAFT

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Brian Newton, City Administrator

DATE: March 31, 2020

SUBJECT: Blight & Substandard Study

Recommendation: Resolution 2020-071 Authorize the Mayor to execute a contract with Northeast Nebraska Economic Development District (NENEDD) to conduct a Blight and Substandard Study in a portion of Census Tract 9644, on the south side of Fremont (see attached map).

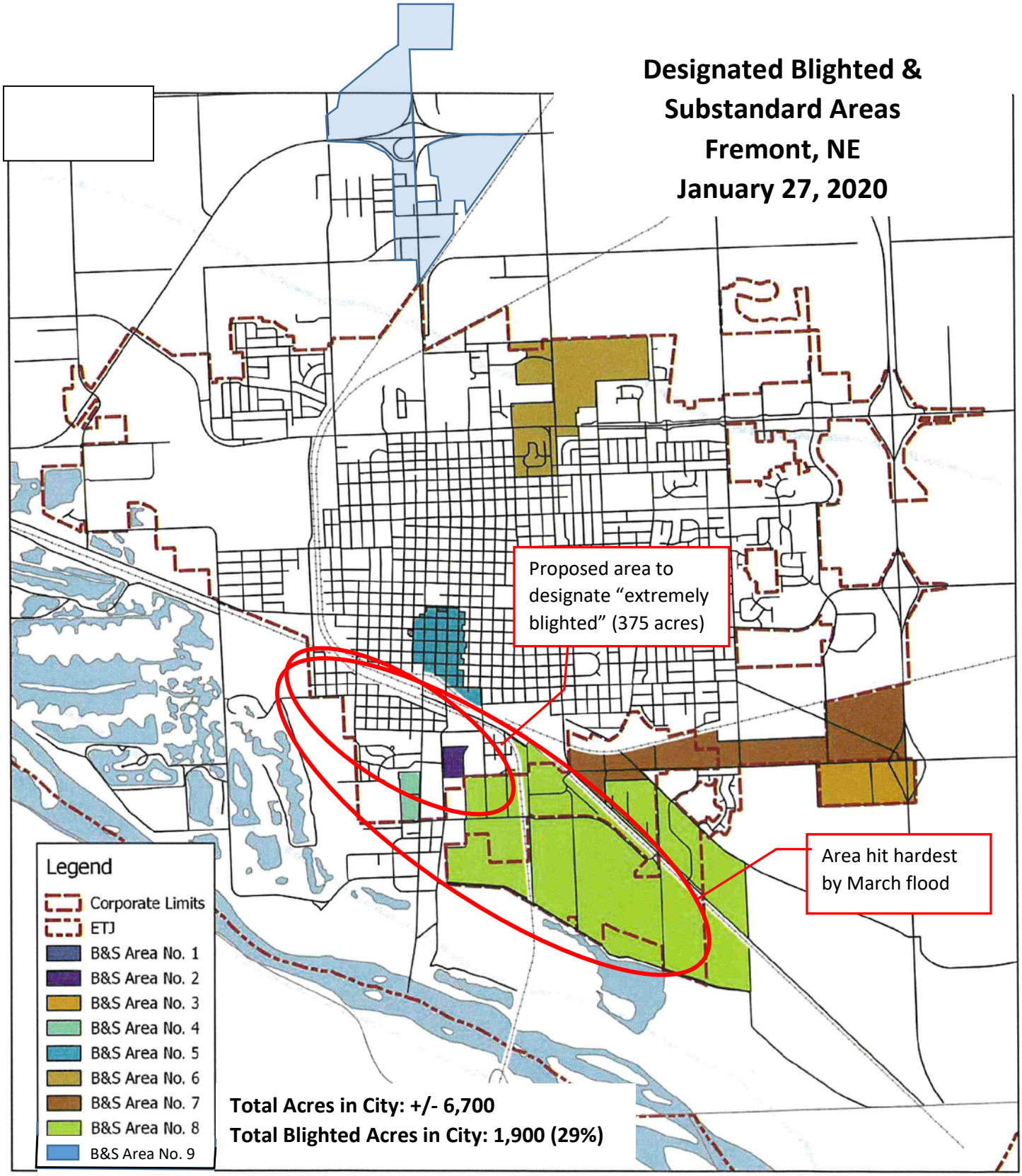
Background: In order to designate a portion of Census Tract 9644 (the area that sustained significant flood damage) as extremely blighted, under LB86, the area must be declared blighted and substandard.

The attached agreement with NENEDD defines the scope of work as a determination of whether all or a portion of the proposed area has deteriorated and become blighted and substandard, as defined in Nebraska Statute 18-2103, the Nebraska Community Development Act.

Senator Walz introduced LB876, a bill amending the Community Development Law (Section 18-2103) to exempt areas designated as extremely blighted from counting towards the 35% limit first class cities can blight. (Fremont's percentage currently stands at 29%.) Senator Wayne has agreed to attach LB876 to a priority bill, so the bill can be advanced to the floor. Once an area is designated as extremely blighted, anyone purchasing a home will be eligible for a non-refundable income tax credit.

Fiscal Impact: Estimated at $4,000, but shall not exceed $5,000.

Designated Blighted & Substandard Areas
Fremont, NE
January 27, 2020



CITY OF FREMONT
NEBRASKA PATHFINDERS

N

2500 0 2500 5000 7500 10000 ft

Exhibit 3

NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT
AGREEMENT FOR SERVICES

A. **Parties**. This Agreement is between the City of Fremont and the Northeast Nebraska Economic Development District, (NENEDD).

B. **Purpose**: The purpose of this Agreement is to conduct a blight study for the purpose of determining eligibility of a defined area as blighted and substandard for the City of Fremont.

C. Terms and Conditions:

C1. **Scope of Work.** The scope of work is to determine if all or part of the designated Study Area shown in attachment #1 has deteriorated and become blighted and substandard as defined in Nebraska Statue 18-2103 and provide a draft copy within 30 days of signed contract. NENEDD will also attend required city meetings until the study is officially acted on by the City Council.

C2. **Compensation**. The City of Fremont agrees to compensate NENEDD $4,000.00 in order to complete the Scope of Work. Reimbursement under this contract shall be based on billings, supported by appropriate documentation of costs actually incurred. See attachment #2, cost estimate.

C3. **Office space, equipment and supplies**. NENEDD will supply its own office space, equipment and supplies.

C4. **Amendments and Termination**. This Agreement may be amended by mutual written agreement of the parties. This Agreement may be terminated with 30 days notice by either of the parties.

D. **Timeframe**. The initial date of this Agreement shall be the date both parties sign and complete execution of the contract. This Agreement may be extended upon mutual agreement of the parties. The termination date of this agreement shall be the date the City of Fremont officially acts upon the study.

E. **Independent Contractor**. The parties intend that NENEDD will not be considered an employee of the City of Fremont but will act as an independent contractor.

The following parties agree to the terms of this Agreement.

CITY OF FREMONT

BY: _____

TITLE: Mayor

DATE: _____

NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT

BY: _____

TITLE: Executive Director

DATE: 3/18/2020

ATTACHMENT 2 -CLIENT COST ESTIMATE

City of Fremont 3/18/2020

Mileage Cost (estimated trips to county seat, city meetings, review of the area)	305	$	175.38
Staff Time	57.58		3,455.00
Draft copies for review will be provided via email			-
2 final color copies (includes electronic copy via email)			-
Sub Total		$	3,630.38
Contingency	9%		369.62
Total		$	4,000.00

** Additional study copies can be provide for $6.00 per copy*

RESOLUTION NO. 2020-071

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the City Administrator to execute a contract with Northeast Nebraska Economic Development District to conduct a Blight and Substandard Study in a portion of Census Tract 9644, in south Fremont.

WHEREAS, the City of Fremont seeks to determine if a defined portion in Census Tract 9644 is deteriorated and become blighted under criteria set forth in the Nebraska Community Development Act.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council authorize the City Administrator to execute a contract Northeast Nebraska Economic Development District to conduct a blight and substandard study of a portion of Census Tract 9644 in south Fremont for an amount not to exceed $5,000.

PASSED AND APPROVED THIS 31st DAY OF MARCH, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: March 31, 2020

SUBJECT: Planning Commission appointment

Recommendation: Move to approve the recommendation of the Mayor to appoint Lori Lathrop to a term on the Planning Commission ending April 30, 2022.

Background: The appointment will fulfill the unexpired term of Rory Bowen.

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: City Attorney

DATE: March 31, 2020

SUBJECT: City Ordinance Chapter 3, Article 7, Section 3-701

Recommendation: Hold second reading on Ordinance 5518

BACKGROUND: At the October 29, 2019 City Council meeting, it was discovered that City Chapter 3, Article 7, Section 3-701 contains a sentence that should have been removed when the ordinance was amended in 2010, making the Library Board an advisory board.

FISCAL IMPACT: None.

LEGAL MEMORANDUM
ATTORNEY/CLIENT PRIVILEGED

TO: Mayor Getzschman, Council President Jacobus, City Administrator Newton
FROM: Timothy J. Buckley
DATE: November 6, 2019
RE: City Council Action Taken re: Library Staffing for IT Position

At its October 29, 2019, regular meeting, the Fremont City Council approved a motion by Council President Jacobus "to approve the Library Board follow the direction that they best feel fits the library base on their analysis and their input with the library and the library staff, and to work with HR to bring a full-time position in for IT."

Prior to the vote on said motion, Mayor Getzschman asked my opinion as to the validity of such a motion. I opined that the City Council, as a legislative body, lacked the authority to direct the Library Board, which is an advisory body, to hire a full time IT person.

There was much discussion before the vote as to what the Library's Board's authority was concerning hiring staff for the library. Fremont Municipal Code Section 3-701 was cited as authority for the Board to hire employees. Code Section 3-705 also was cited as giving the Board only advisory authority to the Mayor and City Council. In addition, Code Section 2-112 was cited as authorizing boards and commissions established by the City Council to make recommendations on designated issues.

During the discussion, Councilman Yerger asked me which section of the Code was controlling as to whether the Library Board could hire library staff or merely act in an advisory capacity to the Mayor and City Council. I answered that, since the Code sections were in conflict, I could not answer the question without further research into the intent of the particular Code sections.

At the request of administration and Councilman Yerger, I have done further research, and, with much appreciated assistance from the City Clerk, I am able to provide this legal opinion on the matter.

RELEVANT CODE SECTIONS AND STATUTES

Fremont City Code Section 2-701 states: "The Board shall have the power and authority to appoint the librarian and the hire such other employees as they may deem necessary… ."

Code Section 2-705(e) states: "The Library Board shall advise the Mayor and City Council in regard to the operation, maintenance, and development and personnel of the Public Library, and shall recommend to the City Council by-laws, rules and regulations… ."

Code Section 2-112 states: "The City Council may establish citizen advisory boards and commissions of either a permanent or temporary nature to study and/or make recommendations

on designated issues. ...Certain powers may be delegated to boards and commissions as provided for by statute."

Other Fremont Municipal Code sections to consider in the analysis include Section 2-203, which states: "The City Council specifically reserves the right to make inquiries of any personnel relative to municipal activities. The City Council may, by motion or resolution, adopt appropriate personnel rules, and amend such rules in the same manner from time to time."

Additionally, Section 2-506 states: "The City Administrator shall be the administrative head of the City government under the direction and control of the Mayor and Council, and shall administer all departments and divisions of the City government which are under the Mayor and Council's direction.

The establishment of the Fremont Public Library is a statutory grant of authority to the City. "The mayor and city council of any city of the first class may (1) establish and maintain public libraries, ...The mayor and city council shall approve any personnel administrative or compensation policy or procedure applying to a director or employee of a public library, ...before such policy or procedure is implemented." Neb. Rev. Stat. § 16-251 (2018 Cum. Supp.).

Similarly, establishment of a library board is a statutory grant: "When any city council or village board decides by ordinance to establish and maintain a public library and reading room under sections 51-201 to 51-219, the city council or village board shall establish a library board. ..." Neb. Rev. Stat. § 51-202(1) (Reissue 2012). The governing body of the city in which the library is located "shall approve any personnel administrative or compensation policy or procedure before implementation of such policy or procedure by the library board." Neb. Rev. Stat. § 51-211(1).

ANALYSIS

The City Code sections establishing and outlining the duties of the Library Board pursuant to state statute are in conflict with respect to the Board's function as an advisory board (Section 3-705), as opposed to hiring staff (Section 3-701), which is generally a function reserved in the City administration (Section 2-506).

Statutory language is to be considered in its plain, ordinary, and popular sense. *In re Application A-16642*, 236 Neb. 671, 463 N.W. 2d 591 (1990). A statute is ambiguous when the language used cannot be adequately understood either from the plain meaning of the statute or when considered *in pari materia* with any related statutes. *Premium Farms v. County of Holt*, 263 Neb. 415, 640 N.W.2d 633 (2002). When a statute is ambiguous and must be construed, the principal objective is to determine and give effect to the legislative intent of the enactment. *Id.* In construing an ambiguous statute, examination of the legislative history of the act in question to assist in ascertaining the intent of the legislature. *Id.*

LEGISLATIVE HISTORY

In 1999, the Fremont City Council adopted Ordinance No. 3875, codifying Section 2-201, which outlined the composition and function of the Library Board. Section 2-201(5) gave

the Library Board the authority "to appoint a Librarian and all other employees. The Board shall have supervisory authority over all employees of the Library including the Librarian." (See Attachment 1).

The City made comprehensive changes to the City Code in 2010, as evidence by the Staff Report presented to the Mayor and City Council at its April 7, 2010, City Council meeting. (See Attachment 2). The Staff Report from then City Administrator Robert Hartwig stated that the "Library Board is modified to an advisory board of the City under Chapter 16 of the Nebraska Revised Statutes (NRS)." As a result, the City Council adopted Ordinance No. 5160 on April 13, 2010. Said Ordinance amended Ordinance 3139, including Section 2-201(5), which was amended to read, "The Library Board shall advise the Mayor and City Council in regard to the operation, maintenance, and development and personnel of the Public Library, and shall recommend to the City Council by-laws, rules and regulations… ." (Attachment 2). The language allowing the Library Board to appoint a librarian and other employees was removed. Additionally, Section 16 of Ordinance 5160 stated "all other ordinances in conflict herewith are hereby repealed."

A further overhaul of the Fremont Municipal Code occurred in 2013 with the adoption of Ordinance Nos. 5271, 5272 and 5273 (See Attachment 3). Each of these ordinances amended Ordinance 3139 and reorganized the Code to its present-day structure with respect to Chapter 3, Departments (5271); Chapter 1, Administration (5272); and, Chapter 2, Boards and Commissions (5273). Most notable to this analysis is Section IV of Ordinance No. 5271, which adds Section 3-705(5), and includes the same language in the current version of the Code quoted above relative to the Library Board being advisory in nature. The title of Ordinance No. 5271 also states an intent "to repeal ordinances in conflict herewith[.]"

CONCLUSION

A reading of these prior ordinances and legislative history as a whole, it is my opinion that the intent of Fremont Municipal Code Section 3-705 was to establish the Library Board as an advisory body to the Mayor and City Council, and Section 3-705 controls over Section 3-701. Furthermore, Code Section 3-701 was effectively repealed by Ordinance No. 5271. Repeal by implication is strongly disfavored, unless made necessary by the evident intent of the legislature. *Premium Farms, supra.* It is clear here that the intent of the City Council in adopting Section 3-705 was to confer advisory authority in the Library Board consistent with state statute.

The City Council's approval of Council President Jacobus' motion recited above was arbitrary and capricious, and made in disregard of City Code. The decision effectively delegated administrative hiring authority to the Library Board contrary to its advisory authority granted by state statute and City Code. A decision is arbitrary when it is made in disregard of the facts or circumstances and without some basis which would lead a reasonable person to the same conclusion. *In re Application A-16642, supra.* A capricious decision is one guided by fancy rather than by judgment or settled purpose; such a decision is apt to change suddenly; it is freakish, whimsical, humorsome. *Id.*; See also, *United States v. Carmack*, 329 U.S. 230 (1946).

City Code as of approximately 2006

Library Sections in both Chapters 2 & 3

ATTACHMENT 1

Article 2. Commissions and Boards

§ 2-201 LIBRARY BOARD. (1) The Library Board shall consist of five (5) appointed members who shall be residents of the Municipality and who shall serve terms of four (4) years. The Governing Body shall appoint the members of the Library Board by a majority vote. Neither the Mayor nor any member of the Governing Body shall be a member of the Library Board. The terms of members serving on the effective date of a change in the number of members shall not be shortened, and any successors to those members shall be appointed as the terms of those members expire. In case of any vacancy by resignation, removal, or otherwise, the Governing Body shall fill the vacancy for the unexpired term.

(2) No member shall receive any pay or compensation for any services rendered as a member of the Library Board. The Governing Body may require the members of the Library Board to give a bond in a sum set by resolution of the Governing Body and conditioned upon the faithful performance of their duties.

(3) At the time of the Board's first (1st) meeting in June of each year, the Board shall organize by selecting from their number a Chairperson and Secretary. No member of the Library Board shall serve in the capacity of both the Chairperson and Secretary of the Board. It shall be the duty of the Secretary to keep the full and correct minutes and records of all meetings, and to file the same with the Municipal Clerk where they shall be available for public inspection at any reasonable time.

(4) A majority of the Board members shall constitute a quorum for the transaction of business. The Board shall meet at such times as the Governing Body may designate. Special meetings may be held upon the call of the Chairperson, or a majority of the members of the Board.

(5) The Library Board shall have the authority to appoint a Librarian and all other employees. The Board shall have supervisory authority over all employees of the Library including the Librarian.

(6) The Library Board shall have general charge of the Municipal Library and shall establish appropriate rules and regulations for the management, operation, and use of the Library. All actions of the Board shall be subject to the review and supervision of the Governing Body. The Board shall be responsible for making such reports and performing such additional duties as the Governing Body may designate from time to time. *(Ref. 51-202 RS Neb) (Amended by Ord. No. 3875, 2/23/99)*

§2-201.1 LIBRARY BOARD; ANNUAL REPORT. The Library Board shall, on or before the second Monday in February in each year, make a report to the City Council of the condition of its trust on the last day of the prior fiscal year. The report shall show all money received and credited or expended; the number of materials held, including books, video and audio materials, software programs, and materials in other formats; the number of periodical subscriptions on record, including newspapers; the number of materials added and the number withdrawn from the collection during the year; the number of materials circulated during the year; and other statistics, information, and suggestions as the Library Board may deem of general interest or as the City Council may require. The report shall be verified by affidavit of the President and Secretary of the Library Board. *(Ref. 51-213 RS Neb.) (Ord. No. 5026, 8/9/05)*

§ 2-202 PLANNING COMMISSION. (1) The Planning Commission shall consist of nine (9) regular members who shall represent, insofar as is possible, the different professions or occupations in the Municipality and shall be appointed by the Mayor, by and with the approval of a majority vote of the members elected to the City Council. Two (2) of the regular members may be residents of the area over which the Municipality is authorized to exercise extraterritorial zoning and subdivision regulation. When there is a sufficient number of residents in the area over which the Municipality exercises extraterritorial zoning and subdivision regulation, one (1) regular member of the Commission shall be a resident from such area. If it is

Article 7. Library

§3-701 MUNICIPAL LIBRARY; OPERATION AND FUNDING. The City owns and manages the City Library, Reading Room, Art Gallery, and Museum through the Library Board. The City Council, for the purpose of defraying the cost of the management, purchases, improvements, and maintenance of the Library may each year levy a tax not exceeding the maximum limit prescribed by State law, on the actual valuation of all real estate and personal property within the City that is subject to taxation. The revenue from the said tax shall be known as the Library Fund and shall include all gifts, grants, deeds of conveyance, bequests, or other valuable income-producing personal property and real estate from any source for the purpose of endowing the City Library. The Library Fund shall at all times be in the custody of the Director of Finance. The Board shall have the power and authority to appoint the librarian and to hire such other employees as they may deem necessary and may pass such other rules and regulations for the operation of the Library, Reading Room, Art Gallery, and Museum as may be proper for their efficient operation. *(Ref. 16-251, 51-201, 51-202, 51-211 RS Neb.)*

§3-702 MUNICIPAL LIBRARY; DAMAGED AND LOST BOOKS. Any person who injures or fails to return any book taken from the Library shall forfeit and pay to the Library not less than the value of the book in addition to any replacement costs and penalty which the Library Board may assess. *(Ref. 51-211 RS Neb.)*

§3-703 MUNICIPAL LIBRARY; BOOK REMOVAL. It shall be unlawful for any person not authorized by the regulations made by the Library Board to take a book from the Library, without the consent of the Librarian, or an authorized employee of the Library. Any person removing a book from the Library without properly checking it out shall be deemed to be guilty of a misdemeanor. *(Ref. 51-211 RS Neb.)*

§3-704 MUNICIPAL LIBRARY; COST OF USE. The Municipal Library shall be free for the use of the inhabitants of the City. The Librarian may exclude from the use of the Library

and reading rooms any person who shall willfully violate or refuse to comply with the rules and regulations established for the government thereof. *(Ref. 51-201, 51-212 RS Neb.)*

ATTACHMENT 1 April 13, 2010

STAFF REPORT

TO: Mayor and City Council

FROM: Robert Hartwig – City Administrator

DATE: April 7, 2010

SUBJECT: Ordinance Amending Chapter 2 of the Fremont Municipal Code

Recommendation: 1). Move to amend as presented. 2). Hold third reading on the Ordinance and pass.

Background: The City Attorney is in the process of reviewing the entire Municipal Code. It has been a few years since the last complete review and in many cases the Nebraska Revised Statutes have been changed.

The changes to Chapter 2 accomplish several things. The Library Board is modified to an advisory board of the City under Chapter 16 of the Nebraska Revised Statutes (NRS). The Planning Commission would have at least one and up to two members appointed from outside of the City limits, but within our zoning jurisdiction in accordance with the NRS. One member of the Board of Adjustment would have to be from outside the City limits, but within our zoning jurisdiction in accordance with the NRS. The organization of the Board of Health is updated to agree with the NRS. The Board of Public Works is made more consistent with the other City Boards and Commissions. The Board of Public Works may enter into expenditures up to $30,000 in accordance with the NRS. The Gas Superintendent is no longer permitted to sign checks on behalf of the City. The Civil Service Commission section is simplified (we will follow the NRS in this area). The Board of Parks and Recreation section is brought up to date with newer sections of the NRS. The Board of Forestry Examiners section is also modernized. The Board of Plumbing Examiners no longer has any bonding requirements, and no longer has to have a Chief Health Officer on the Board. The penalty provision has been removed (Chapter 2 is not a penal ordinance).

10A3

April 13, 2010

ORDINANCE NO. 5160
(AMENDED 4-13-2010)

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING SECTION 2-101 THRU 2-301 OF THE FREMONT MUNICIPAL CODE, ORDINANCE NO. 3139, RELATING TO COMMISSIONS AND BOARDS; REPEALING OTHER ORDINANCES IN CONFLICT HEREWITH, AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION 1. That Section 2-101 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-101 **STANDING COMMITTEES; GENERAL PROVISIONS**. At the organizational meeting of the City Council, the Mayor shall appoint members of such standing committees as the City Council may by ordinance or resolution create. The membership of such standing committees may be changed at any time by the Mayor. The Mayor shall be a member ex officio of each standing committee. The members of the standing committees shall serve a term of office of two (2) years, unless reappointed. The function of the committees is to assist the Council in the adoption of proposed policies and to assist the City Administrator in formulating recommendations of policy to the Mayor and Council.

The following standing committees shall be appointed or reappointed each year until changed by the City Council:

Resources
Development and Improvements

SECTION 2. That Section 2-201 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

-705

§2-201 **Library Board**. (1) The Library Board shall consist of five (5) appointed members who shall be residents of the Municipality and who shall serve terms of four (4) years. The Mayor shall appoint the members of the Library Board with the consent of the City Council. Neither the Mayor nor any member of the Council shall be a member of the Library Board. The terms of members serving on the effective date of a change in the number of members shall not be shortened, and any successors to those members shall be appointed as the terms of those members expire. In case of any vacancy by resignation, removal, or otherwise, the Mayor shall fill the vacancy for the unexpired term with the consent of the Council.

(2) No member shall receive any pay or compensation for any services rendered as a member of the Library Board.

(3) At the time of the Board's first (1st) meeting in June of each year, the Board shall organize by selecting from their number a Chairperson and Secretary. No member of the Library Board shall serve in the capacity of both the Chairperson and Secretary of the Board. It shall be the duty of the Secretary to keep minutes of all meetings, and to timely file the same with the City Clerk as public records.

(4) A majority of the Board members shall constitute a quorum for the transaction of business. The Board shall meet at such times as the City Council may designate. Special meetings may be held upon the call of the Chairperson, or a majority of the members of the Board.

(5) The Library Board shall advise the Mayor and City Council in regard to the operation, maintenance, and development and personnel of the Public Library, and shall recommend to the City Council by-laws, rules

regulations, or changes in by-laws, rules, and regulations for the protection and development of the public library.

(6) The Library Board shall be responsible for the intellectual content and development of the library.

(7) The Librarian shall be appointed by the Mayor with the advice of the Library Board and the consent of the City Council. The Librarian shall generally supervise the property and operations of the Public Library. The Librarian shall be accountable to the Board, but will work under the supervision of the City Administrator.

(8) All actions of the Board shall be subject to the review and control of the City Council.

SECTION 3. That Section 2-201.1 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-201.1 **Library Board; ANNUAL REPORT.** The Library Board shall, on or before the second Monday in February in each year, make a report to the City Council of the condition of its trust on the last day of the prior fiscal year. The report shall show all money received and credited or expended; the number of materials held, including books, video and audio materials, software programs, and materials in other formats; the number of periodical subscriptions on record, including newspapers; the number of materials added and the number withdrawn from the collection during the year; the number of materials circulated during the year; and other statistics, information, and suggestions as the Library Board may deem of general interest or as the City Council may require.

SECTION 4. That Section 2-202.2 of the Fremont Municipal Code, Ordinance No. 3139 be added as follows:

§2-201.2 **INTERNET ACCESS.** It is the policy of the City of Fremont that all public internet access funded in whole or in part by the City will meet standards set by the Children's Internet Protection Act. The annual report of the Library Board shall certify compliance with the Children's Internet Protection Act.

SECTION 5. That Section 2-202 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§ 2-202 **PLANNING COMMISSION.** (1) The Planning Commission shall consist of nine (9) regular members who shall represent, insofar as is possible, the different professions or occupations in the Municipality and shall be appointed by the Mayor, by and with the approval of a majority vote of the members elected to the City Council. Two (2) of the regular members may be residents of the area over which the Municipality is authorized to exercise extraterritorial zoning and subdivision regulation. One (1) regular member of the Commission shall be a resident from such area. The term of each regular member shall be three (3) years. All regular members shall hold office until their successors are appointed. Any member may, after a public hearing before the City Council, be removed by the Mayor, with the consent of a majority vote of the members elected to the City Council, for inefficiency, neglect of duty, or malfeasance in office, or other good and sufficient cause. Vacancies resulting from causes other than the expiration of term shall be filled for the unexpired portion of the term by the Mayor.

(2) All regular members of the Commission shall serve without compensation and shall hold no other Municipal office except when appointed to serve on the Board of Adjustment as provided in section 19-908 RS Neb. The Commission shall elect its Chairperson and a Secretary from its members and create and fill such other of its offices as it may determine. The term of the Chairperson and the Secretary shall be one year, and they shall be eligible for reelection. No member of the Commission shall serve in the capacity of both the Chairperson and Secretary of the Commission. It shall be the duty of the Secretary to keep the full and correct minutes and records of all meetings and to file them with the Municipal Clerk where they shall be public records. The Council may provide the funds, equipment and accommodations necessary for the work of the Commission, but the expenditures of the Commission, exclusive of gifts, shall be within the amounts appropriated for that purpose by the City Council; and no expenditures nor agreements for expenditures shall be valid in excess of such amounts. A number of Commissioners equal to a majority of the number of regular members appointed to the Commission shall constitute a quorum for the transaction of any business. The Commission shall hold at least one regular meeting

in each calendar quarter, except the City Council may require the Commission to meet more frequently and the Chairperson of the Commission may call for a meeting when necessary to deal with business pending before the Commission. Special meetings may also be held upon the call of any three (3) members of the Commission. The Commission shall adopt rules and regulations for the transaction of business and shall keep a record of its resolutions, transactions, findings, and determinations, which shall be a public record. The Commission shall make and adopt plans for the physical development of the Municipality, including any areas outside its boundaries which, in the Commission's judgment, bear relation to the planning of the Municipality, and shall carry out the other duties and exercise the powers specified in section 19-929 RS Neb. All actions by the Commission shall be subject to the review and supervision of the Mayor and City Council. The Commission shall make its recommendations to the City Council so that they are received by the City Council within sixty (60) days after the Commission begins consideration of a matter relating to the comprehensive development plan, capital improvements, building codes, subdivision development, the annexation of territory, or zoning. The Commission shall be responsible for making such reports and performing such other duties as the City Council may, from time to time, designate.

(3) The Mayor, with the approval of a majority vote of the other elected members of the City Council, may appoint one (1) alternate member to the Commission. The alternate member shall serve without compensation and shall hold no other Municipal office. The term of the alternate member shall be three (3) years, and he or she shall hold office until his or her successor is appointed and approved. The alternate member may be removed from office in the same manner as a regular member. If the alternate member position becomes vacant other than through the expiration of the term, the vacancy shall be filled for the unexpired portion of the term by the Mayor with the approval of a majority vote of the elected members of the City Council. The alternate member may attend any meeting and may serve as a voting and participating member of the Commission at any time when less than, the full number of regular Commission members is present and capable of voting.

SECTION 6. That Section 2-203 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-203 **BOARD OF ADJUSTMENT**. (A) The Mayor shall appoint, with the approval of the City Council, a Board of Adjustment, which shall consist of five (5) regular members plus one (1) additional member designated as an alternate who shall attend and serve only when one (1) of the regular members is unable to attend for any reason. Each member shall be appointed for a term of three (3) years and shall be removable for cause by the Mayor, with the approval of a majority of the City Council, upon written charges and after public hearings. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. One (1) member only of the Board of Adjustment shall be appointed from the membership of the Planning Commission, and the loss of membership on the Planning Commission by such member shall also result in his or her immediate loss of membership on the Board of Adjustment and the appointment of another Planning Commissioner to the Board of Adjustment. One (1) member of the Board of Adjustment shall reside outside the corporate boundaries of the City but within its extraterritorial zoning jurisdiction. Neither the Mayor nor any member of the City Council shall serve as a member of the Board of Adjustment.

(B) The members of the Board shall serve without. The Board shall organize at its first meeting each year after the City Council meeting when appointments are regularly made and shall elect from its membership a Chairperson and Secretary. No member of the Board of Adjustment shall serve in the capacity of both Chairperson and Secretary of the Board.

(C) The Board shall adopt rules in accordance with the provisions of this section and sections 19-901 to 19-914 RS Neb. Meetings of the Board shall be held at the call of the Chairperson and at such other times as the Board may determine. Special meetings may be also held upon the call of any three (3) members of the Board. A majority of the Board shall constitute a quorum for the purpose of doing business. The Chairperson, or in his or her absence the acting Chairperson, may administer oaths and compel the attendance of witnesses. All meetings of the Board shall be open to the public. It shall be the duty of the Secretary to keep minutes of the Board's proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and to keep records of the Board's examinations and other official actions, all of which shall be timely filed

with the Municipal Clerk and shall be public record. The Board shall be responsible for making such reports and performing such other duties as the Mayor and City Council may designate.

(D) Appeals to the Board may be taken by any person aggrieved or by any officer, department, board, or bureau of the City affected by any decision of the administrative officer. Such appeal shall be taken within a reasonable time, as provided by the rules of the Board, by filing with the officer from whom the appeal is taken and with the Board a notice of appeal specifying the grounds thereof. The officer from whom the appeal is taken shall forthwith transmit to the Board all the papers constituting the record upon which the action appealed from was taken. An appeal stays all proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the Board, after the notice of appeal shall have been filed with him or her, that by reason of facts stated in the certificate a stay would, in his or her opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board or by a court of record on application on notice to the officer from whom the appeal is taken and on due cause shown. The Board shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time. Upon the hearing, any party may appear in person or by agent or by attorney.

(E) The Board shall have only the following powers:

(1) To hear and decide appeals when it is alleged there is error in any order, requirement, decision, or determination made by an administrative official or agency based on or made in the enforcement of any zoning regulation or any regulation relating to the location or soundness of structures, except that the authority to hear and decide appeals shall not apply to decisions made by the City Council or Planning Commission regarding a conditional use or special exception;

(2) To hear and decide, in accordance with the provisions of any zoning regulation, requests for interpretation of any map; and

(3) When by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of the enactment of the zoning regulations, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of such piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to or exceptional and undue hardships upon the owner of such property, to authorize, upon an appeal relating to the property, a variance from such strict application so as to relieve such difficulties or hardship, if such relief may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of any ordinance or resolution.

(F) No such variance shall be authorized by the Board unless it finds that:

(1) The strict application of the zoning regulation would produce undue hardship;

(2) Such hardship is not shared generally by other properties in the same zoning district and the same vicinity;

(3) The authorization of such variance will not be of substantial detriment to adjacent property and the character of the district will not be changed by the granting of the variance; and

(4) The granting of such variance is based upon reason of demonstrable and exceptional hardship as distinguished from variations for purposes of convenience, profit, or caprice.

No variance shall be authorized unless the Board finds that the condition or situation of the property concerned or the intended use of the property is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the zoning regulations.

(G) In exercising the powers granted in this section, the Board may, in conformity with sections 19-901 to 19-915 RS Neb., reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from, and may make such order, requirement, decision, or determination as ought to be made, and to that end shall have all the powers of the officer from whom the appeal is taken. The concurring vote of four (4) members of the Board shall be necessary to reverse any order, requirement, decision, or determination of any such administrative official, or to decide in favor of the applicant on any matter upon which it is required to

under any such regulation or to effect any variation in such regulation.

(H) Appeals from a decision by the Board may be taken as provided in section 19-912 RS Neb.

SECTION 7. That Section 2-204 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-204 **BOARD OF HEALTH**. There is hereby created a Board of Health consisting of five (5) members: The Mayor, who shall be chairperson; a physician, who shall be medical advisor; the Police Chief, who shall be secretary and quarantine officer; the President of the City Council; and one (1) other member to be appointed by the Mayor with the consent of the City Council The members of the Board shall serve, without compensation, until their successors are appointed and qualified.. The secretary shall keep minutes and records of all meetings and timely file the same with the City Clerk as public records. The Board of Health shall be funded by the City Council from the General Fund. A majority of the Board shall constitute a quorum for the purpose of doing business. The Board shall meet at such times as the City Council may designate. Special meetings may be held upon the call of the chairman, or any two (2) members of the Board. It shall be the duty of the Board to enact rules and regulations which shall have the full force and effect of law, to safeguard the health of the residents of the City and prevent nuisances and unsanitary conditions, enforce the same, and provide fines and punishments for the violation thereof.. The Board shall regularly inspect such premises and businesses as the City Council may direct. All members of the Board shall be responsible for making such reports and performing such other duties as the City Council may, from time to time, designate. No member of the Board of Health shall hold more than one (1) Board of Health position.

SECTION 8. That Section 2-205 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-205 **BOARD OF PUBLIC WORKS**. (1) The Mayor, by and with the assent of the City Council, shall appoint the Board of Public Works. The Board shall consist of five (5) members who are residents of the City. The members of the Board shall serve a five (5) year term of office, at a salary set by ordinance of the City Council. No member of the Board shall ever be financially interested in a contract entered into by the Board on behalf of the City. The members of the Board shall be required to take an oath to faithfully perform the duties of their office before entering upon the discharge thereof. The Mayor, by and with the assent of the Council shall appoint a member of the Board to serve as chairman. The Board shall select one of its members as secretary. Both the chairman and the secretary shall hold office until their successors are appointed and qualified or the ordinance creating the Board shall be repealed. It shall be the duty of the secretary to keep the minutes and records of all meetings and to timely file the same with the City Clerk as public records. The Board shall meet at such times as the City Council may designate. Special meetings may be held upon the call of the chairman, or any three (3) members of the Board. A majority of the Board members shall constitute a quorum for the transaction of business.

(2) The Board of Public Works is hereby given the active direction, supervision, control and general management of the waterworks, power plant, sewerage, lighting systems, and natural gas distribution systems belonging to the City, and of the erection and construction of the same. It shall be the duty of the Board of Public Works and it shall have the power to make contracts on behalf of the City for the performance of all such work and maintenance and for the erection of all such improvements and enlargements except as limited by the statutes of the State, the provisions of this Code and other ordinances of the City, to approve the estimate of the City Engineer or special Engineer, if needed, which may be made from time to time, of the value of work as the same may progress, to accept any work done or improvements made when same shall be fully completed according to contract, to audit all accounts and claims against the City incurred on account of or in connection with such systems, to make its recommendations and reports to the Mayor and City Council from time to time with reference to extensions, improvements and other matters pertaining to the water, light, sewer, and natural gas distribution systems such as will in its opinion tend to the betterment of such systems and to promote public welfare, and to perform such other duties in connection with the light, water, sewer and natural gas distribution systems as may be referred to it by the Mayor and Council. Wherever a right, duty or obligation is, by t

provisions of this Code or other ordinance of the City or by statute, conferred upon the Water Commissioner, it shall be construed to mean the Board of Public Works and the Board of Public Works is hereby authorized and empowered to delegate any employee under such board to perform such right, duty or obligation as the Board may see fit. It shall be the duty of the Board or its authorized agent to collect all money receivable by the City on account of such system of waterworks, sewer works, power plant, lighting and natural gas distribution systems, and to faithfully account for the same to the Director of Finance, or his authorized agent. Cash in excess of amounts required to pay expenses shall be made available for investment to the Director of Finance or his authorized agent.

(3) The Board of Public Works is hereby authorized and empowered to employ necessary workforce and to purchase material for the operation and maintenance of utility facilities as hereinafter delineated.

(4) The Board of Public Works shall indemnify the person acting as the "Designated Representative", "Alternate Designated Representative", or "Authorized Representative" of the City or the Department of Utilities who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative against expenses including attorney's fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the City, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

(5) No single expenditure shall exceed thirty thousand dollars ($30,000.00) for material, supplies, service, and the replacement, and maintenance of equipment directly connected with the operation of the electric system, sewerage system, waterworks, or natural gas distribution system, and their associated lines and facilities without the approval of the Mayor and City Council. The thirty thousand dollar ($30,000.00) limit may be waived by the General Manager or Chairman of the Board of Public Works if an emergency is declared. Such a declaration shall be affirmed by the Board at its next regular Board meeting and the affirmation shall be made a part of the Board minutes. The General Manager of the Department of Utilities may purchase fuel on the spot market after receiving comparable quotations in excess of these limits; and may buy from and sell to other agencies electricity on a temporary basis in excess of these limits without the approval of the Mayor and City Council. These purchases shall be affirmed by the Board of Public Works.

(6) The Board of Public Works shall have the right to pay the City Attorney additional compensation for legal services performed by him for it or to employ additional legal assistance other than the City Attorney and pay such legal assistance out of the funds disbursed under the orders of the Board of Public Works. Further, the Board of Public Works shall have the right to utilize its own engineering staff, and shall have the right to hire consulting engineers, for the design and installation of extensions and improvements under the jurisdiction of the Board of Public Works. All action of the Board shall be subject to the review and supervision of the City Council. The Board shall be responsible for making such reports and performing such other duties as the City Council may, from time to time, designate. No member of the City Council shall serve as a member of the Board of Public Works while serving a term of office as a member of the City Council. No member of the Board of Public Works shall serve in the capacity of both the chairman and secretary of the Board.

SECTION 9. That Section 2-206 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-206 **<u>BOARD OF PUBLIC WORKS; DISBURSEMENT OF FUNDS</u>**. All orders for the disbursement of funds by the Board of Public Works shall be signed by the chairman and the secretary of the Board, or by any two (2) members of the Board who have previously been designated for that purpose by a resolution duly adopted by the Board. Disbursements shall be recorded in accordance with state law and city policy. Disbursement shall be made by check signed by either the Chairman or General Manager or their authorized assistant and countersigned by the Finance Director or his authorized agent.

SECTION 10. That Section 2-207 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-207 **CIVIL SERVICE COMMISSION**. The Civil Service Commission for the City of Fremont shall consist of three members appointed by the Mayor with the approval of the City Council. Members of the Civil Service Commission shall have been residents of the City of Fremont, Nebraska for at least three (3) years preceding appointment and registered voters of Dodge County, Nebraska. The Members of the Civil Service Commission shall serve without compensation. The Civil Service Commission shall function pursuant to the rules, provisions, and procedures of the applicable state law.

SECTION 11. That Section 2-208 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-208 **BOARD OF PARKS AND RECREATION COMMISSIONERS**. The Mayor and City Council shall appoint the Board of Parks and Recreation Commissioners. The Board shall be composed of six (6) members who shall be resident freeholders of the City. They shall be appointed for a three (3) year term by the Mayor and Council at their first meeting in January each year. It shall be the duty of the Mayor and Council to appoint or reappoint one-third of the Board each year for a term of three years. Each member shall serve until his successor is appointed and qualified. A vacancy occurring on such Board by death, resignation or disqualification of a member shall be filled for the remainder of such term at the next regular meeting of the City Council. The Mayor shall be an Ex-officio member of the Board and may vote when his vote would be decisive on any matter. The Board shall serve without compensation. Before entering upon his duties each member of the Board shall take an oath, to be filed with the City Clerk, that he or she will faithfully perform the duties of their office and will not in any manner be actuated or influenced therein by personal or political motives. At the time of the first meeting in February of each year, the Board shall organize by selecting from their number a chairperson. The Director of the Parks and Recreation Department or his designee shall act as ex-officio secretary. It shall be the duty of the secretary to keep the minutes and records of all meetings, and to timely file the same with the City Clerk as public records. A majority of the Board members shall constitute a quorum for the transaction of business. The Board shall meet at such times as the City Council may designate. Special meetings may be held upon the call of the chairman, or any two (2) of the Board members. It shall be the duty of the Board of Park and Recreation Commissioners to recommend rules and regulations for the proper care and maintenance of City parks, Ridge Cemetery and for the proper conduct of the recreational programs and activities of the City. Such Board shall have charge, direction and control of all parks, Ridge Cemetery and recreational facilities of the City including the approval of locations for and authorization of permits for all activities in the park system. The Board shall submit an annual written report to the Mayor and Council of its acts and doings.

(2) Notwithstanding any other ordinance of the City, the Board of Parks and Recreation Commissioners shall have the right and authority to determine the use, the conduct of and the form of operation of parks, Ridge Cemetery and recreational facilities of the City in every manner and kind whatsoever. Further, the Board is authorized to regulate the cultivation and planting of trees, shrubs, and vines on all streets, avenues and parkways of the City. All employees of the City doing work in or for the City parks shall be under the supervision and direction of the Parks and Recreation Director. The Parks and Recreation Director shall be accountable to the Board, but will work under the supervision of the City Administrator. All actions of the Board shall be subject to the review and control of the City Council. The Board shall be responsible for making such reports and performing such other duties as the City Council may, from time to time, designate. No member of the City Council shall serve as a member of the Board of Park and Recreation Commissioners while serving a term of office as a member of the City Council.

SECTION 12. That Section 2-209 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-209 **BOARD OF FORESTRY EXAMINERS**. There shall be a Board of Forestry Examiners which shall consist of the Director of Parks and Recreation, who shall act as secretary and official correspondent; and tw

other members, one (1) of whom should be employed in the business of forestry or related fields.

Appointments to this Board, other than the Director of Parks and Recreation shall be by the Mayor and shall be for terms of two (2) years until their successors are appointed and qualified.

This Board shall serve without pay.

The Board of Forestry examiners shall meet upon call of the chairman. A majority of the Board shall constitute a quorum for the transaction of business, and a majority vote of the whole Board shall be necessary to transact any business. The secretary of the Board shall keep minutes of all meetings.

The Board shall make such reasonable rules as are necessary for the conduct of its business and to ascertain the fitness of applicants to receive forester's certificates. The Board may issue certificates and may require a re-examination of the holder of any certificate, from time to time, in order to ascertain the continued fitness of the holder thereof, and his right to retain such certificate.

SECTION 13. That Section 2-210 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-210 **BOARD OF PLUMBING EXAMINERS**. (1) The Board of Plumbing Examiners shall consist of not less than four (4) members, at least one (1) member to be known as the Chief Health Officer of the Municipality, one (1) member to be known as the Plumbing Inspector of the Municipality, one (1) journeyman plumber, and one (1) master plumber. The journeyman and master plumbers shall be appointed by the Mayor, by and with the consent of the City Council. No member of the Governing Body shall serve as a member of the Board of Plumbing Examiners. All vacancies in the Board may be filled by the Mayor and Council as provided in this section. Any member of the Board may be removed from office for cause by the district court of the county in which the Municipality is situated.

(2) All members of the Board of Plumbing Examiners shall be residents or live within the zoning jurisdiction of the Municipality, and the Plumbing Inspector and journeyman and master plumbers shall be licensed plumbers.

(3) The Chief Health Officer and the Plumbing Inspector shall be appointed by and hold office during the term of office of the Mayor. The terms of office of the journeyman plumber and the master plumber shall be for three (3) years. Upon the expiration of the term of each appointed member, appointments shall be made for succeeding terms by the same process as the previous appointments.

(4) The Board shall organize by the selection of one of their number as Chairperson. The Plumbing Inspector shall be the Secretary of the Board. No member of the Board of Plumbing Examiners shall serve in the capacity of both the Chairperson and Secretary of the Board. It shall be the duty of the Secretary to keep the minutes and records of all meetings and to timely file them with the City Clerk as public records.

(5) The members of the Board may be paid an amount to be determined by resolution of the Governing Body.

(6) The Board shall be funded from time to time by the Governing Body out of the General Fund. The Board shall meet only upon call by the Chairperson. Three (3) members of the Board shall constitute a quorum for the purpose of doing business.

(7) It shall be the duty of the Board to adopt rules and regulations, not inconsistent with other Municipal ordinances and State law, for the sanitary construction, alteration, and inspection of plumbing and sewerage connections and drains placed in, or in connection with, any and every building in the Municipality. Such rules and regulations, except those that are adopted for the Board's own convenience only, shall be approved by ordinance by the Mayor and City Council. Subject to the same approval requirements, the Board shall have the power to amend or repeal its rules and regulations at any time.

(8) Any person desiring to do any plumbing or to work at the business of plumbing in the Municipality shall make a written application to the Board for an examination for a license. The Board shall examine the applicant as to his or her practical and theoretical knowledge of plumbing, house drainage, ventilation, and sanitation. If the applicant shows himself or herself competent, the Board shall cause the Chairperson and Secretary to execute and deliver to the applicant a license authorizing him or her to do plumbing in the Municipality.

(9) All original licenses may be renewed and all renewal licenses may be renewed by the Board of Plumbing Examiners at the dates of their expiration. Such renewal licenses shall be granted, without a reexamination, upon the written application of the licensee filed with the Board and showing that his or her purposes and condition remain unchanged, unless it is made to appear by affidavit before the Board that the applicant is no longer competent, or entitled to such renewal license, in which event the renewal license shall not be granted until the applicant has undergone the required examination.

(10) All original and renewal licenses shall be good for one year or two years from the date of issuance as determined by the Board, except that any license may be revoked or suspended by the Board at any time upon a hearing upon sufficient written, sworn charges filed with the Board showing the holder of the license to be incompetent or guilty of a willful breach of the rules, regulations, or requirements of the Board or of the laws or municipal ordinances relating thereto or of other causes sufficient for the revocation or suspension of his or her license, of which charges and hearing the holder of such license shall have written notice.

(11) The licensing requirements of this section shall not apply to employees of the water utility acting within the scope; of their employment.

(12) The Board shall be responsible for making such reports and performing such additional duties as the Governing Body may, from time to time, designate. All actions of the Board shall be subject to the review and supervision of the Governing Body.

SECTION 14. That Section 2-211 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-211 **HOUSING AUTHORITY; CONTINUED EXISTENCE AS HOUSING AGENCY**. (1) The local housing authority established under prior state law and in existence on January 1, 2000, shall have continued existence as a housing agency under the Nebraska Housing Agency Act.

(2) The local housing agency shall conduct its operations consistent with the Nebraska Housing Agency Act. All property, rights in land, buildings, records, and equipment and any funds, money, revenue, receipts, or assets of the authority belong to the agency as successor. All obligations, debts, commitments, and liabilities of the authority are obligations, debts, commitments, and liabilities of the successor agency.

(3) Any resolution by the authority and any action taken by the authority prior to January 1, 2000, with regard to any project or program which is to completed within or to be conducted for a twelve-month period following January 1, 2000, and which resolution or action is lawful under state law as it existed prior to January 1, 2000, is a lawful resolution or action of the successor agency and binding upon the successor agency and enforceable by or against the agency notwithstanding that such resolution or action is inconsistent with, not authorized by, or prohibited under the provisions of the Nebraska Housing Agency Act.

(4) All commissioners of the local housing agency and all officers, legal counsel, technical experts, directors, and other appointees or employees of the agency holding office or employment by virtue of any such prior law on January 1, 2000, shall be deemed to have been appointed or employed under the Nebraska Housing Agency Act.

SECTION 15. That Section 2-301 Violation, Penalty of the Fremont Municipal Code, Ordinance No. 3139 be repealed

SECTION 16. That the originals of all ordinances or parts of ordinances of the City of Fremont and sections of the Fremont Municipal Code amended herein, and all other ordinances in conflict herewith are hereby repealed.

SECTION 17. That this ordinance shall be published in pamphlet form.

SECTION 18. That this ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS 13th DAY OF APRIL 2010.

Donald B. Edwards, Mayor

ATTEST:

Kimberly Volk, MMC, City Clerk

ORDINANCE NO. 5518

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, REPEALING AND REPLACING CHAPTER 3, ARTICLE 7, SECTION 3-701 OF THE FREMNT MUNICIPAL CODE AND ALL OTHER ORDINANCES OR PART OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

SECTION I. Chapter 3, Article 7, Section 3-701 – Municipal Library; operation and funding.

The City owns and manages the City Library, Reading Room, Art Gallery, and Museum through the Library Board. The City Council, for the purpose of defraying the cost of the management, purchases, improvements, and maintenance of the Library may each year levy a tax not exceeding the maximum limit prescribed by State law, on the actual valuation of all real estate and personal property within the City that is subject to taxation. The revenue from the said tax shall be known as the Library Fund and shall include all gifts, grants, deeds of conveyance, bequests, or other valuable income-producing personal property and real estate from any source for the purpose of endowing the City Library. The Library Fund shall at all times be in the custody of the Director of Finance. ~~The Board shall have the power and authority to appoint the librarian and to hire such other employees as they may deem necessary and may pass such other rules and regulations for the operation of the Library, Reading Room, Art Gallery, and Museum as may be proper for their efficient operation.~~

SECTION II. REPEAL OF CONFLICTING ORDINANCES. That and any other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION III. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval, and publication according to law. This ordinance shall be published in pamphlet form on January 29, 2020 and distributed as a City Ordinance.

PASSED AND APPROVED THIS 14th DAY OF APRIL, 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: March 31, 2020

SUBJECT: Revised Bluestem Commons Planned Development

Recommendation: Hold second reading of Ordinance #5528.

Background:
The developer submitted revisions to the Bluestem Commons Planned Development. The revised site plan, narrative and landscape plan are addressed below. The revised proposal moves the apartment buildings to the north and west portion of the property, removes the commercial lots at the intersection of County Road T and Luther Road, and revises the street and lot layout. The clubhouse site is proposed to be a mixed use by incorporating neighborhood commercial uses into the clubhouse.

The Planned Development and Subdivision Agreements will be required as a part of this approval.

History:
Initially, the Planning Commission held public hearings on November 18, 2019 and again on December 16, 2019. The Planning Commission did not act on the request in November and voted to recommend denial of the Planned Development with a 5-4 vote in December. The Planning Commissioners expressed concern about the design of the attached units and the density of the proposed project.

In response to the concerns expressed at the November 18, 2019 Planning Commission meeting, the proposed development was been revised to move the apartment buildings that were along Luther Rd an additional 20' to the west to provide an additional area for a landscape berm, landscape screen, and buffering along N. Luther Rd. In addition, the developer reduced the maximum number of multi-family apartment units from 288 to 272. The entire site plan, number of units and landscaping have been redesigned in the new plan.

At the February 18th Planning Commission meeting, the commission voted 5-1 to approve the revised planned development.

Review of Revised Proposal:

This is a request for a change of zone from R, Rural to PD, Planned Development on property generally described as:

THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY.

The property is zoned R, Rural. The property to the north, west and south are zoned R, Rural. The Ritz Lake subdivision is to the east which is zoned PD, Planned Development.

The revised planned development is proposed to contain 63 row houses; 69 duplex/triplex units, and; 8 apartment buildings each containing between 30 and 34 units (maximum of 272 units).

The duplex, triplex and row house lots meet or exceed the minimum lot sizes in the UR, Urban Residential District.

The housing consists of multi-family, two-family, three family and row-house housing with four or more units. Additionally, the narrative associated with the Planned Development indicates that there will be more than four elevations for the units. This meets the requirements of 11-602.03.

The commercial area at the corner of County Road T and Luther Road has been removed. Instead, an interior lot is provided that is proposed to contain a mix of commercial uses, a clubhouse and green space area to serve the development. These uses will be contained in one building.

The commercial/clubhouse building will have a maximum floor area ratio of .17 for a one story building or .34 for a two story building. The maximum gross building area would be 15,000 square feet for a one story building or 30,000 square feet for a two story building.

The narrative states that the commercial uses would be restricted to the following: <u>Permitted uses shall include but are not limited to:</u>

- Convenience Store/neighborhood market
- Restaurant/Coffee Shop (NO drive-thru window/automobile queueing lanes)
- Laundromat/dry cleaning
- Child Care Center
- Mail Services
- Office (Medical/Urgent Care, Insurance Agent, Lawyer, Accounting, Real Estate)
- Retail Service Establishment (Boutique Commercial, Salon/Spa)

<u>Conditional uses shall include but are not limited to</u>:

- General Merchandise Retail Sales Establishment
- Mixed Use
- Farmers' Market
- Financial services/Check Cashing

• Bar/Tavern

Prohibited uses shall include but are not limited to:
• Adult establishments
• Auto Sales and Service Establishments
• Automotive Repair Services/Car Wash
• Small Animal Veterinary Services
• Animal Grooming Facilities
• Financial Institutions (with drive-thru window/auto queueing lanes)
• Restaurant / Fast food (with drive-thru window/auto queueing lanes)
• Funeral Establishment/Funeral Home
• Small Animal Boarding Facilities
• Service Station

The Planning Commission will need to review and the City Council will need to approve an amendment to the PD if conditional uses are proposed.

An outlot with a storm water retention cell and a trail is located in the southwest corner of the property. The retention cell will be oversized to accommodate a “100 year” storm event.

The overall design of the proposed Planned Development provides alternative housing types with amenities to appeal to a broad section of the Fremont market.

A homeowner’s association will be established to maintain the outlots, detention cell and trail.

The Public Works Director had no comments on the revised plan.

The developer has provided easements as requested by the Utilities Department. Bicycle parking is shown on the site plan.

The Public Works Director previously noted that the sidewalks along outlots and common areas should be part of the public improvements and addressed in the subdivision agreement.

The police chief has no objections.

The proposal is consistent with the land use designation in the Comprehensive Plan and is consistent with neighboring uses.

The Future Land Use Map from the Comprehensive Plan shows the area as future residential use.

While the Comprehensive Plan does not designate mixed use districts, it does make reference to “Suburban Village” type development. A Suburban Village development is described as follows:

“Outside of Downtown Fremont and along the major corridors, commercial uses

should be designed at a neighborhood scale in clustered nodes. Rather than linear strips, these village centers will have much smaller building footprints than businesses found on 23rd Street, and they typically cater to neighborhood conveniences such as drug stores, professional services, and boutique retail uses…. Proposed locations include smaller commercial centers surrounded by neighborhoods.

Development types

- Mixed use (on single sites and within individual structures)
- Attached residential dwellings
- Live/work units
- Commercial retail
- Office
- Public/institutional
- Entertainment
- Parking structures
- Parks, plazas and civic spaces." (page 2.10)

The future land use section of the plan (page 2.24) describes policies for "Smaller neighborhood commercial and mixed use villages." The policies include:

- "Smaller, neighborhood commercial and mixed use suburban villages should be sited in locations throughout the community. This type of development contrasts with the concentration of strip shopping malls along 23rd street, which have large building footprints and proportionately large parking lots, and thus, visual impacts.
- Sites for the suburban villages should be located at the intersections of collector or arterial streets and at the edge of neighborhood areas. Some villages may be integrated within neighborhoods where suitable sites exist and conditions are appropriate to balance compatibility with convenience…
- Village centers should have liberal open space and landscaping to enhance the neighborhood feel and to buffer between commercial and residential uses.
- Each village should be pedestrian focused and connected to the neighborhood sidewalk and trail system."

The proposed development adheres to the Comprehensive Plan principle that there should be "Diverse housing types and price points to accommodate a broad demographic and socioeconomic composition."

A recommended action in the Comprehensive Plan was to "pre-zone areas to the north and to the east (U.S. 30 bypass plus the U.S. 30 and 23rd Street interchange) to encourage multiple housing types offering higher-density housing options, more efficient land use, and preservation of open space."

The proposal is consistent with the policies in the Comprehensive Plan regarding affordable housing. Specifically, it adheres to the following policies:

•Regulatory and procedural impediments to affordable housing development should be evaluated and mitigated, when appropriate, to encourage developments of this nature.

•New multi-family housing developments should integrate affordable housing units so that their design complements the surrounding context.

The proposal is consistent with the policies related to compact, contiguous community form in the Comprehensive Plan. Those policies include:

•"The City will grow contiguously to manage the efficiency of public services and municipal infrastructure provision, to maintain a compact and well defined community form, and to oblige its fiscal responsibility."

The proposed subdivision adheres to the goal of placing development in areas where adequate public services and utility capacity are in place. Additionally, the proposed subdivision extends existing infrastructure and is designed to accommodate future growth to the north.

•"The street, sidewalk, and trail network should be continuous and citywide, connecting eastern neighborhoods and amenities to western ones, and northern neighborhoods and amenities to southern ones."

The proposed development will install sidewalks along Luther and County Road A system of sidewalks and trails is proposed in the interior of the development.

•"The development pattern should promote walking and bicycling within neighborhoods and to neighborhood commercial centers and corridors."

The proposed development includes sidewalks and trails, including sidewalk connections to the proposed commercial areas.

The proposal is consistent with the Comprehensive Plan policies regarding the character preservation of street, block and school patterns. Those policies include:

•"The future land use plan and necessary zoning changes will guide future development character, which addresses the design and intensity of development, the arrangement of buildings and parking areas, and the preservation of open space. "

The proposed development is consistent with the future land use plan. The layout complies with zoning regulations. A substantial amount of open space is preserved.

•"The character of existing areas will be protected by requiring development of a compatible character or adequately transitioning and buffering areas of different character."

The proposed development is separated from adjacent residential development by Luther Road, a collector street. Additionally, the proposal includes a 30 foot landscaped buffer strip adjacent to the apartment units that abut Luther Road. This is also consistent with the Land Use Planning Framework goal for streetscape and intersection improvements in this corridor.

•"New streets must provide direct connections to already developed areas by way of continuing collector streets and providing access to and through the development."

The proposed development provides street connections as required.

This proposal is consistent with the Comprehensive Plan policies regarding land use compatibility and buffering. Those policies include:

•"New development will be compatible with existing and well-established neighborhoods through appropriate use, site design, and patterns of development."

The proposed development places the more dense apartments approximately 340 feet north of the south property line and then to the northwest. The densest portion of the development will be screened from Luther Road with a 30 foot wide landscaped buffer area with berms. Additionally, the most intense portion of the development is located across from the bermed area of existing development, providing additional screening.

•"Development patterns should provide for transitions and buffering between various development types (e.g. residential and industrial). Where land uses of incompatible character abut, there should be adequate bufferyards to separate them. Pocket parks and linear greenways function as an effective screening and buffering tool between differing land use character types. Less intense nonresidential development may be appropriate next to residential development with suburban character standards used to mitigate adverse impacts."

The proposed development is consistent with this policy.

Fiscal Impact: None at this time.

Area of Application
Sec: 1
Town: 17
Rng: 8E
Sec: 6
Town: 17
Rng: 9E
Sec: 12
Town: 17
Rng: 8E
Sec: 7
Town: 17
Rng: 9E
270128702
270125916
270128688
270125909
270128660
270129073
9999
270128709
270128695
270125944
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270137694
270137694
270139632

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February 12, 2020

Ms. Jennifer Dam, AICP
Planning Director
City of Fremont Planning & Development Department
400 East Military Avenue
Fremont, NE 68026

REFERENCE: Bluestem Commons
Planned Development – Project Narrative
Job No. 0119078.01-002

Dear Ms. Dam:

Submitted herewith is the Bluestem Commons Project Narrative for the Planned Development Rezoning Application, as required by the City of Fremont PD Response Letter and Unified Development Code Section 11.405.07.

PROJECT NARRATIVE – as required by City of Fremont UDC – Section 11.405.07

The Fremont Community Housing project is a proposed PD – Planned Development located on the northeast side of the City of Fremont, consisting of approximately 34 acres at the southwest corner of County Road T and Luther Road. The existing zoning is R – Rural with adjacent zoning, consisting of R – Rural to the north, west, south, and the Ritz Lake subdivision to the east, which is zoned PD.

The overall concept of the proposed PD is to create a multi-product residential housing community consisting of multi-family buildings, townhomes (duplex and triplex units), and rowhomes (4 – 5 attached units), complemented with a centrally located multi-use clubhouse building and amenity space. The multi-family buildings will include a minimum of 30 units and maximum of 34 units for each building. The development is proposed to be constructed in two (2) phases and provide a mix of residential product types supporting a range of incomes. These housing types are focused on maintaining price points accessible to employees of expanding Fremont businesses, either by renting or through ownership.

The residential housing types listed above are the only permitted uses within the residential lots located throughout the development.

Proposed commercial uses are to be implemented only as additional leasable space within the centrally located clubhouse/leasing office building and are focused on supporting the residential community.

Commercial uses within the clubhouse building shall be as follows:

Permitted uses shall include but are not limited to:

- Restaurant/Coffee Shop (NO drive-thru window/automobile queueing lanes)
- Laundromat / Dry Cleaning
- Child Care Center
- Mail Services
- Retail Service Establishment (Boutique Commercial, Salon/Spa)
- Convenience Store/Neighborhood Market
- Office (Medical/Urgent Care, Insurance Agent, Lawyer, Accounting, Real Estate)

Conditional uses shall include but are not limited to:

- General Merchandise Retail Sales Establishment
- Mixed Use
- Farmers' Market
- Bar/Tavern
- Financial Services/Check Cashing

Prohibited uses shall include but are not limited to:

- Adult establishments
- Auto Sales and Service Establishments
- Automotive Repair Services/Car Wash
- Small Animal Veterinary Services
- Animal Grooming Facilities
- Financial Institutions (with drive-thru window/auto queueing lanes)
- Restaurant / Fast food (with drive-thru window/auto queueing lanes)
- Funeral Establishment/Funeral Home
- Small Animal Boarding Facilities
- Service Station

Intensity of Development - Residential

Residential density for the Bluestem Commons development is summarized in the table below.

Category	Area (ac.)	No. of Units	Density, Units Per Acre	Max. Density, Units Per Acre – Urban Residential (Table 11-602.01)	Max. Density, units per acre (Table 11-602.01) + 10% Affordable Housing Bonus
Multi-Family	13.43	276	20.55	24	26.40
Single-Family	14.27	132	9.25	16.14 (Duplex) 20.07 (Townhouse)	18.75 (Duplex) 22.08 (Townhouse)
Total	33.43	408	12.20	12.21	13.43

Notes

*Total area includes all internal street right-of-way, Clubhouse/Amenity lot, and Outlots A and B.

Overall residential density of the project is within the maximum allowed per UDC Table 11-602.01.

Intensity of Development – Non-Residential

Maximum Floor Area Ratio (FAR) for the non-residential uses within the clubhouse/leasing office building (Block 5, Lot 5) are 0.17 for one-story buildings and 0.34 for two-story buildings. Additional non-residential use regulators are noted on the PD Site Plan.

Mix of Housing Types

The mix of housing types for the Bluestem Commons development is summarized in the table below.

Housing Type	No. of Buildings	% of Total
Multi-Family - Apartments	**8**	**14%**
Row House	**15**	**27%**
Duplex/Triplex Total	**33**	**59%**
Duplex A (1-Story, Exterior Garage)	1-10	2% - 18%
Duplex B (1-Story, Interior Garage)	1-10	2% - 18%
Duplex C (2-Story, Interior Garage)	1-10	2% - 18%
Triplex 1 (1-Story, variation of Duplexes A or B)	1-3	2% - 5%
Triplex 2 (2-Story, variation of Duplex C)	1-3	2% - 5%
Total		
	56	**100%**

*NOTE: The Duplex and Triplex style homes have multiple façade designs and material finishes with a varying number of stories (1-story and 2-story) as well as garage placement (interior versus exterior). The exact design used on a lot is typically determined by demand, and it is estimated the 33 Duplex and Triplex Buildings will represent a minimum of four (4) different design types.

According to Table 11-602.03 of the Fremont Municipal Code, planned developments having greater than 150 units must include a minimum of four (4) housing types with a minimum of 10% for each housing type and a maximum of 50% for any one (1) housing type.

Multi-Family Residential – Apartments

The multi-family apartments are a mix of studios, 1, 2, and 3-bedroom units. The buildings are proposed slab on grade and there are 15 garages with six (6) dwelling units on the ground floor and 12 dwelling units on both the 2nd and 3rd floors. Based on building materials and design at the time of construction, the elevations shown in Figure 1 below are representational and subject to change as necessary.

Figure 1.

Front Elevation

Left Elevation

Right Elevation

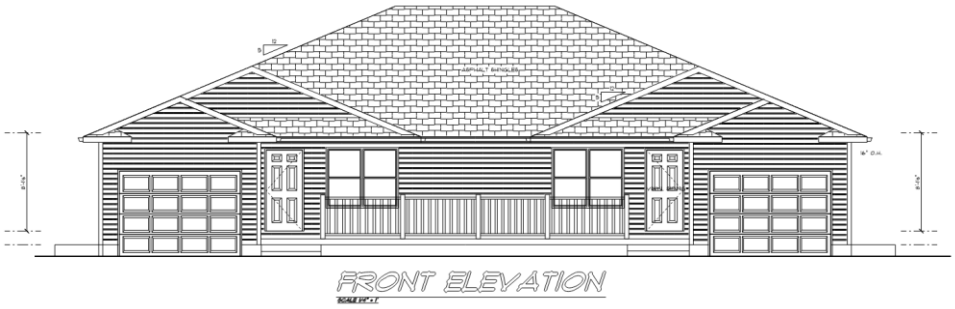
Rear Elevation

Single Family Residential – Duplexes / Triplexes

The duplexes and triplexes are proposed to be a mix of both 1 and 2-story homes, as well as a mix of slab on grade and basements, all approximately 31′ x 61′. Based on building materials and design at the time of construction, the elevations shown below in Figure 2 are representational and subject to change as necessary.

Figure 2.

Duplex A: 1-Story, Exterior Garage



Duplex B: 1-Story, Interior Garage

Duplex C: 2-Story, Interior Garage

Single Family Residential – Row Homes

The row homes consist of a mix between 3, 4, and 5 attached units available. All row house options are proposed to be 2-story homes, slab on grade, approximately 24' x 42'. Based on building materials and design at the time of construction, the elevations shown below in Figure 3 are representational and subject to change as necessary.

Figure 3.

Clubhouse/ Leasing Office and Commercial Use Building

A clubhouse/office building with commercial space is the only other proposed and permitted building within the residential lot area throughout the development. The proposed building is currently shown as a single story, slab on grade building with its own parking lot, centrally located with various amenities connected or within proximity to it. Based on building materials and design at the time of construction, the plan view and elevation shown below in Figure 4 are representational and subject to change as necessary.

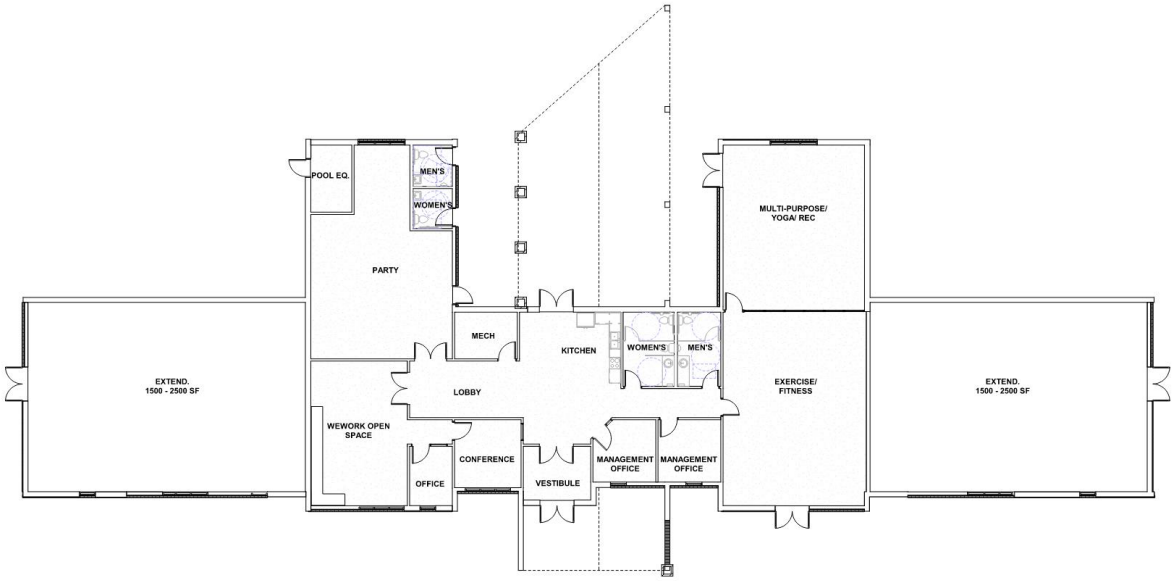
The clubhouse is meant to help support the community, with a programmatic management style to support residents and foster engagement/interaction (e.g. specified times for food truck events, trivia and movie nights, etc.). The clubhouse may also serve as a specific transit station/hub location for various city employers wishing to provide a means of transportation for larger groups of their employees.

Commercial space will be available for leasing opportunities and consist of approximately 50% of the building square footage. Permitted, conditional, and prohibited commercial uses are listed on page 1 and 2 of this narrative, however, certain neighborhood oriented commercial uses will be allowed with an administrative site plan approval as necessary.

Noncommercial uses within the clubhouse building shall include but are not limited to:

- General offices
- Fitness center
- Multi-purpose room
- Conference center and work space rooms
- Common lounge

Figure 4.
Plan View



Front Elevation

Amenity spaces to be accessible to all residents are intended to be centrally located adjacent to the clubhouse building and shall include but not be limited to the following:

Phase 1 and/or 2

- Sundeck
- BBQ, picnic area, and play structures
- Dog park / dog run
- Walking trail and outdoor trails around the lake

Additional amenities being considered

- Sports courts/fields
- Playground equipment
- Workplace transportation
- Swimming pool

Dedications & Easements

Land along both County Road T and Luther Road is being dedicated to the City of Fremont for public right-of-way purposes, which will update Luther Road to a 120' wide R.O.W. and County Road T to an 80' wide R.O.W. Easements have been created for private storm and sanitary sewer lines as well as a sanitary lift station. Please reference the plat documents for all dedications and easements.

Sanitary Improvement District

A Sanitary & Improvement District (SID) will be formed for the construction of public infrastructure. The SID will be responsible for maintenance of public sewers, water mains, streets, Outlots A and B, and for the private park in Outlot A (to be shown on the preliminary plat). A neighborhood association will be formed through covenants and be responsible for maintenance of the areas around the clubhouse and amenity space, as well as the main entrance monument signs.

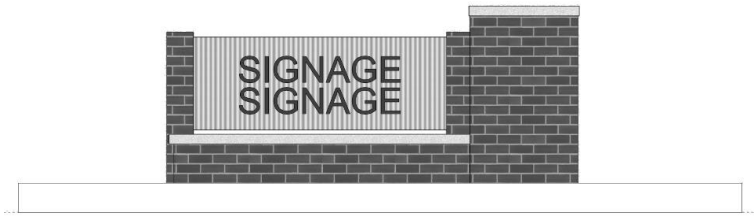
Monument and Neighborhood Signage

A neighborhood sign with complementary landscaping is proposed within Outlot B at the corner of County Road T and Luther Road and will be maintained by the SID as noted above. This sign will be located to comply with sight triangle requirements and shall meet all other UDC signage requirements.

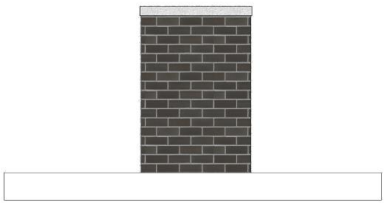
Two (2) monument signs are proposed for the development, each to be located within the roadway medians at both main entrances to the development. Phase 1 would include a sign within the median at the intersection of 40th Street and Luther Road, while Phase 2 would add the other sign in the median at Big Bluestem Road and County Road T. Conceptually, the signs are 6' high by 14' long. Based on building materials and design at the time of construction, the elevations shown below in Figure 5 are representational and subject to change as necessary.

The owners acknowledge signs are not currently allowed within street ROW's per the UDC and anticipate requesting permission from the City Council to locate them within the medians as noted above and as shown on the PD Site Plan. This request is being made to take advantage of the fill required to elevate Big Bluestem Road and 40th Street. Locating the signs within the medians would help elevate them high enough to minimize flooding potential and would be the most visually advantageous to help clearly identify the development for vehicles travelling in both directions. Locating the signs within the medians with proposed landscaping and concrete curbing will also help protect them. All maintenance required will be the neighborhood association's responsibility. The signs will be located to comply with sight triangle requirements and shall meet all other UDC signage requirements.

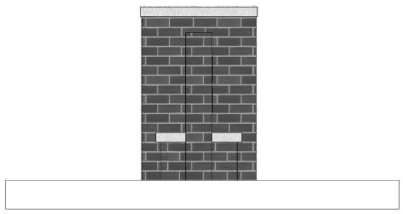
Figure 5.
Front/Rear Elevation



Left Elevation



Right Elevation



ZONING

EXISTING ZONING: R – RURAL
PROPOSED ZONING: PD – PLANNED DEVELOPMENT

OVERALL DEVELOPMENT

TOTAL SITE AREA	34.41 ACRES	
BUILDING AREA COVERAGE	7.46 ACRES	21.7%
IMPERVIOUS COVERAGE	9.15 ACRES	26.6%
PERVIOUS COVERAGE	17.80 ACRES	51.7%

APARTMENT BUILDINGS A – H

THE SIZE AND SHAPE OF ALL APARTMENT BUILDINGS ARE REPRESENTATIVE AND SUBJECT TO CHANGE. EACH APARTMENT BUILDING AS SHOWN HAS AN APPROXIMATE AREA FOOTPRINT OF 13,200 SF AND CONSISTS OF 3 FLOORS TOTALING 30 UNITS (34 UNITS MAXIMUM) WITH A MIX OF STUDIO, 1 BEDROOM, 2 BEDROOM, AND 3 BEDROOM UNITS.

– GROUND FLOOR HAS 15 GARAGES AND 6 UNITS
– FLOORS 1 AND 2 HAVE 12 UNITS PER FLOOR

3 TOTAL LOTS – 276 UNITS MAXIMUM

FRONT YARD SETBACK	25'
REAR YARD SETBACK	15'
INTERIOR SIDE YARD SETBACK	5'
STREET SIDE YARD SETBACK	15'

PARKING CALCULATIONS

MULTI-FAMILY: BLOCK 1 – LOT 34 (BUILDINGS A – D)
180 SPACES REQUIRED (INCLUDING 6 ACCESSIBLE SPACES)
240 SPACES DESIRED
241 SPACES PROVIDED VIA PARKING LOT (INCLUDES 8 ACCESSIBLE SPACES)
9 BICYCLE PARKING SPACES REQUIRED
20 BICYCLE PARKING SPACES PROVIDED

MULTI-FAMILY: BLOCK 7 – LOT 1 (BUILDINGS E & F)
90 SPACES REQUIRED (INCLUDING 4 ACCESSIBLE SPACES)
120 SPACES DESIRED
131 SPACES PROVIDED VIA PARKING LOT (INCLUDES 4 ACCESSIBLE SPACES)
5 BICYCLE PARKING SPACES REQUIRED
10 BICYCLE PARKING SPACES PROVIDED

MULTI-FAMILY: BLOCK 6 – LOT 1 (BUILDINGS G & H)
90 SPACES REQUIRED (INCLUDING 4 ACCESSIBLE SPACES)
120 SPACES DESIRED
133 SPACES PROVIDED VIA PARKING LOT (INCLUDES 4 ACCESSIBLE)
5 BICYCLE PARKING SPACES REQUIRED
10 BICYCLE PARKING SPACES PROVIDED

CLUBHOUSE/OFFICE/COMMERICAL (APPROXIMATE 10,000 SF BUILDING)
10,000 SF GROSS FLOOR AREA @ 50% PARKING FLOOR AREA = 5,000 PFA
OFFICE USE: 1,000 PFA @ 1/300 = 3 SPACES
CLUBHOUSE USE: 1,500 PFA @ 1/100 = 15 SPACES
COMMERCIAL USE: 2,500 PFA @ 1/100 = 25 SPACES
TOTAL SPACES REQUIRED = 43 (INCLUDING 2 ACCESSIBLE SPACES)
44 SPACES PROVIDED (INCLUDES 2 ACCESSIBLE)

SINGLE FAMILY RESIDENTIAL ATTACHED – ROW HOUSES

63 TOTAL LOTS

MINIMUM LOT WIDTH	24'
FRONT YARD SETBACK	20'
REAR YARD SETBACK	15'
INTERIOR SIDE YARD SETBACK	5'
STREET SIDE YARD SETBACK	10'

SINGLE FAMILY RESIDENTIAL ATTACHED – DUPLEX/TRIPLEX

69 TOTAL LOTS

MINIMUM LOT WIDTH	36'
FRONT YARD SETBACK	20'
REAR YARD SETBACK	15'
INTERIOR SIDE YARD SETBACK	5'
STREET SIDE YARD SETBACK	10'

CLUBHOUSE/OFFICE/COMMERCIAL LOT

THE SIZE AND SHAPE OF THE BUILDING IS REPRESENTATIVE AND SUBJECT TO CHANGE.

FLOOR AREA RATIO (FAR)	0.17 (1–STORY) 0.34 (2–STORY)
MAX. BUILDING GROSS AREA	15,000 SF (1–STORY) 30,000 SF (2–STORY)
MAX. BUILDING HEIGHT	35'
MIN. STREET FRONTAGE	60'
FRONT YARD SETBACK	15'
REAR YARD SETBACK	20'
INTERIOR SIDE YARD SETBACK	10'
STREET SIDE YARD SETBACK	15'

3 BICYCLE PARKING SPACES REQUIRED
5 BICYCLE PARKING SPACES PROVIDED

STREET IMPROVEMENTS

STOP SIGNS ARE TO BE PLACED AT ALL ENTRANCE POINTS ONTO LUTHER ROAD AND COUNTY ROAD T AS WELL AS SIDE STREET POINTS ENTERING ONTO 40TH STREET AND BIG BLUESTEM ROAD.

VICINITY MAP

LAMP RYNEARSON
14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

SITE LAYOUT DEVELOPMENTAL PLAN
PLANNED DEVELOPMENT RESUBMITTAL
REZONING APPLICATION

BLUESTEM COMMONS
FREMONT, DODGE COUNTY, NEBRASKA

811 Know what's below. Call before you dig.

ALL UTILITIES ARE SHOWN BASED ON THE INFORMATION AVAILABLE TO THE ENGINEER. THERE IS NO GUARANTEE ALL FACILITIES ARE SHOWN OR THAT THE LOCATION, DEPTH, AND SIZE SHOWN ARE ALWAYS CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES AND SERVICE LINES PRIOR TO CONSTRUCTION.

REVISIONS

DESIGNER / DRAFTER
MICHAEL SHARP
DATE
02/12/2020
PROJECT NUMBER
0119078.01
BOOK AND PAGE

SHEET
1 OF 2

L:\Engineering\0119078 Fremont Housing\DRAWINGS\BASE MODEL\0119078-SITE.dwg, 2/12/2020 3:35:35 PM, MICHAEL SHARP, LAMP RYNEARSON

VICINITY MAP

SCHEMATIC PLANT LEGEND AND SCHEDULE

ALL PLANTINGS SHALL BE PER THE APPROVED PLANT LIST PER UDC SECTION 11–813.03.A, SUPPLIED ONLINE VIA THE NEBRASKA STATEWIDE ARBORETUM: https://plantnebraska.org/plants/

	DECIDUOUS LARGE SHADE TREES – 2.5" DBH AT PLANTING – 30'–50' MATURE HEIGHT – 20'–30' MATURE WIDTH
	DECIDUOUS ORNAMENTAL TREES – 1.5" DBH AT PLANTING – 15'–25' MATURE HEIGHT – 15'–25' MATURE WIDTH
	CONIFEROUS TREES – 6' TALL AT PLANTING – 30'–40' MATURE HEIGHT – 20'–30' MATURE WIDTH
	SHRUBS – 5 GALLON AT PLANTING – 3'–6' MATURE HEIGHT – 3'–5' MATURE WIDTH

SURFACE RESTORATION SCHEDULE

	STORM WATER DETENTION BASIN AREAS – NATIVE GRASSES AND FORBS
	TURF GRASS LAWN AREA

LANDSCAPE REQUIREMENTS

LOT LANDSCAPING (SEC. 11–814.01) – SINGLE FAMILY ATTACHED/DETACHED

FRONT YARD
NO TREES PLANTED PER SECTION 11–814.01.B.1, TREES ARE PROPOSED FOR ALL STREET RIGHT–OF–WAYS WITHIN 15' OF FRONT PROPERTY LINES.

REAR YARD
NO TREES PLANTED PER SECTION 11–814–01.B.2, TREES ARE PROPOSED WITHIN A CORRIDOR BUFFER YARD ABUTTING LUTHER ROAD.

SITE LANDSCAPING (SEC. 11–814.02) – CLUBHOUSE & MULTI–FAMILY BUILDINGS

MINIMUM RADIUS AROUND BUILDINGS
PROPOSED PD DISTRICT – FRONT & STREET YARD = 8'
SIDE & REAR YARD = 6'

REQUIRED PLANTINGS (SEC. 11–814.02.C):
FRONT/STREET YARD – 1 SMALL TREE & 4 SHRUBS / 250 SF PLANTING AREA
SIDE/REAR YARD – 1 SMALL TREE & 2 SHRUBS / 250 SF PLANTING AREA

PARKING LOT LANDSCAPING (SEC. 11–814.03)

REQUIRED ISLAND PLANTINGS 1 / 30 PARKING SPACES

INTERIOR AND END CAP ISLAND REQUIREMENTS
1 LARGE OR 2 SMALL TREES AND GROUNDCOVER PLANTINGS

PARKING LOT CORNER PLANTED WITH 2 LARGE OR 5 SMALL TREES

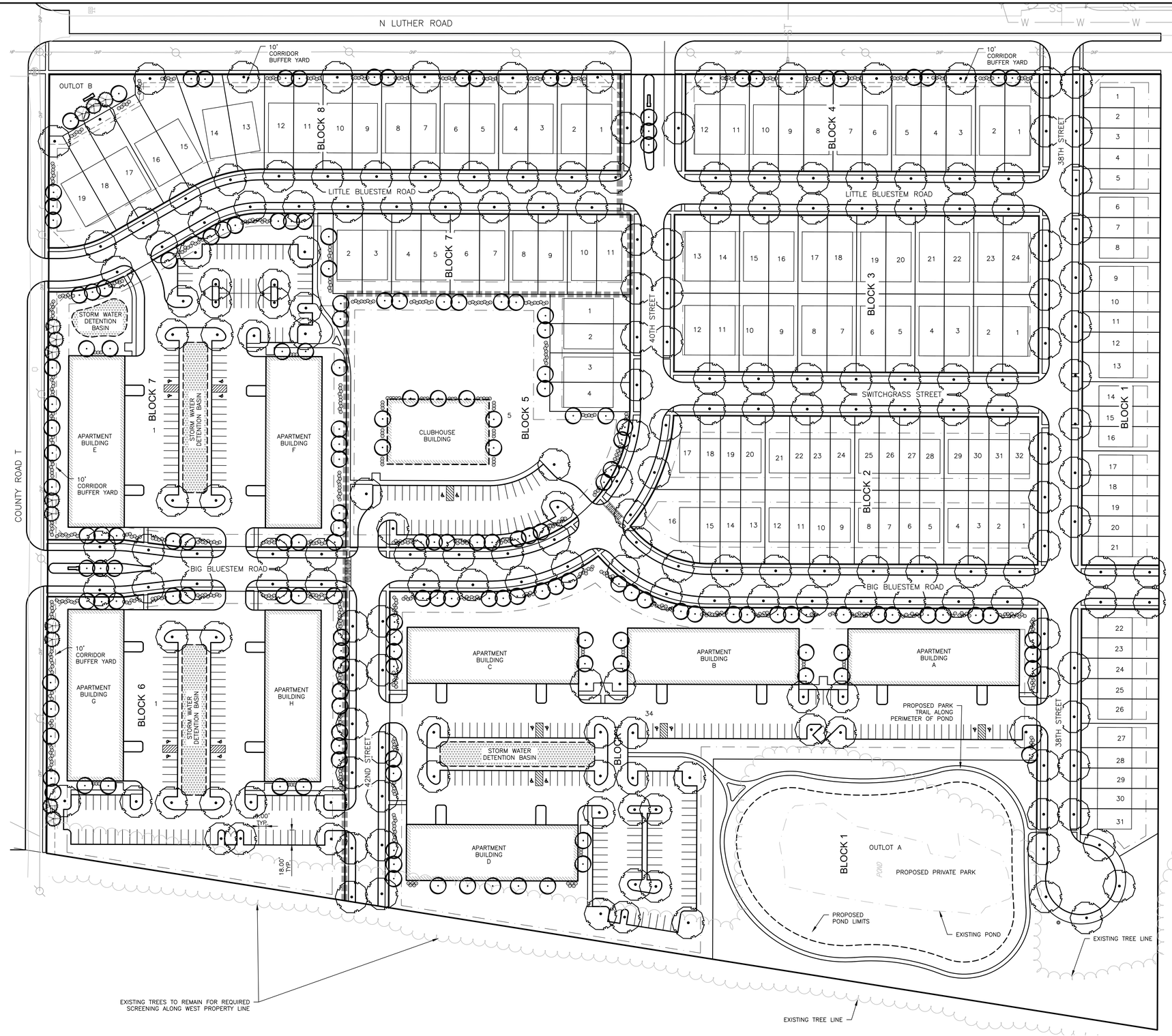
BUFFER BETWEEN PARKING LOT AND PROPERTY LINE OR STREET = 1 TREE / 500 SF

STREET TREES (SEC. 11–814.04)

STREET TREES ARE APPLICABLE/REQUIRED PER SEC. 11–814.04.A.2
– ALONG BOTH SIDES OF NEW STREETS IN PLANNED DEVELOPMENTS
– SPACED AT 60' ON CENTER BETWEEN SIDEWALK AND BACK OF CURB
– TREE LOCATIONS TO BE MODIFIED BASED ON RESIDENTIAL DRIVEWAY CONNECTIONS TO STREETS

BUFFER YARDS (SEC. 11–815.04)

CORRIDOR BUFFER YARDS (RESIDENTIAL ADJOINING ARTERIAL)
– (UR) URBAN RESIDENTIAL
– ARTERIAL (LUTHER RD AND COUNTY RD T) = TYPE B BUFFER YARD REQUIRED
– PLANTINGS REQUIRED: 10' WIDTH, 2 TREES/100 LF, 8 SHRUBS/100 LF



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0 60 120

OVERALL LANDSCAPE PLAN
PLANNED DEVELOPMENT RESUBMITTAL
REZONING APPLICATION

BLUESTEM COMMONS
FREMONT, DODGE COUNTY, NEBRASKA

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SHEET
2 OF 2

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ORDINANCE NO. 5528

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING ORDINANCE NO. 5427 AS IT PERTAINS TO THE ZONING MAP, TO REZONE THE PROPERTY GENERALLY DESCRIBED HEREIN AS GENERALLY LOCATED AT COUNTY ROAD T AND N. LUTHER ROAD, FREMONT, NEBRASKA, FROM R RURAL TO PD PLANNED DEVELOPMENT, PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a request for Zoning Change was filed with the offices of the Department of Planning, City of Fremont (City); and

WHEREAS, the owner desires zoning district designation of PD Planned Development; and

WHEREAS, a public hearing on the proposed Zoning Change was held by the Planning Commission on February 18, 2020, and subsequently by the City Council on March 10, 2020;

WHEREAS, a Planned Development Agreement is required to be approved with the Change of Zone to PD; and

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

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

SECTION I. ZONING. That paragraph “b” of Article 406 of Ordinance No. 5427 as it pertains to the Official Zoning Map is changed to rezone the following described real estate, from R Rural to PD Planned Development subject to approval of the Planned Development Agreement:

THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY.

SECTION 2. REPEALER. That part of the official zoning map referred to in Paragraph “b” of Article 406 of Ordinance No. 5427 or any other section of said ordinance in

conflict with this ordinance is hereby repealed.

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

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

PASSED AND APPROVED THIS 14th DAY OF APRIL, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jennifer L. Dam, AICP

DATE: March 31, 2020

SUBJECT: Annexation of WholeStone Farms

Recommendation: Hold final reading of Ordinance 5527

Background:

Heather Carver, on behalf of WholeStone Farms, is requesting annexation of their property into the City.

The property is contiguous to the city limits.

The property has been located in a County Industrial District, which prevented involuntary annexation in the past. WholeStone is asking Dodge County to be released from the County Industrial District. Dodge County is expected to release the areas from the industrial district at their February 26, 2020 meeting.

The parcels are within an area that has been designated as blighted and substandard, and for which a redevelopment plan has been approved.

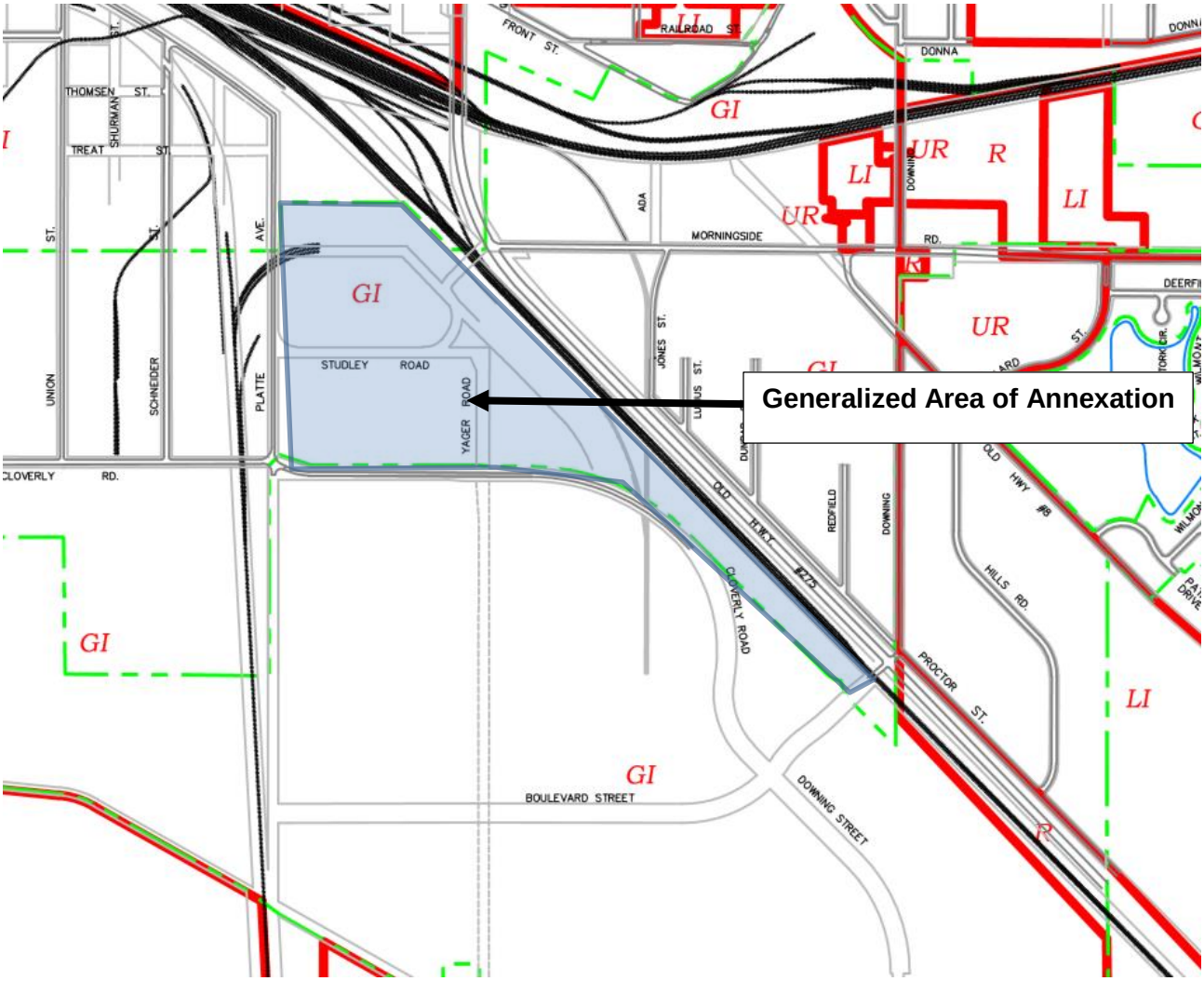
An amendment to the redevelopment plan is anticipated. This will allow WholeStone to upgrade and expand production at the facility.

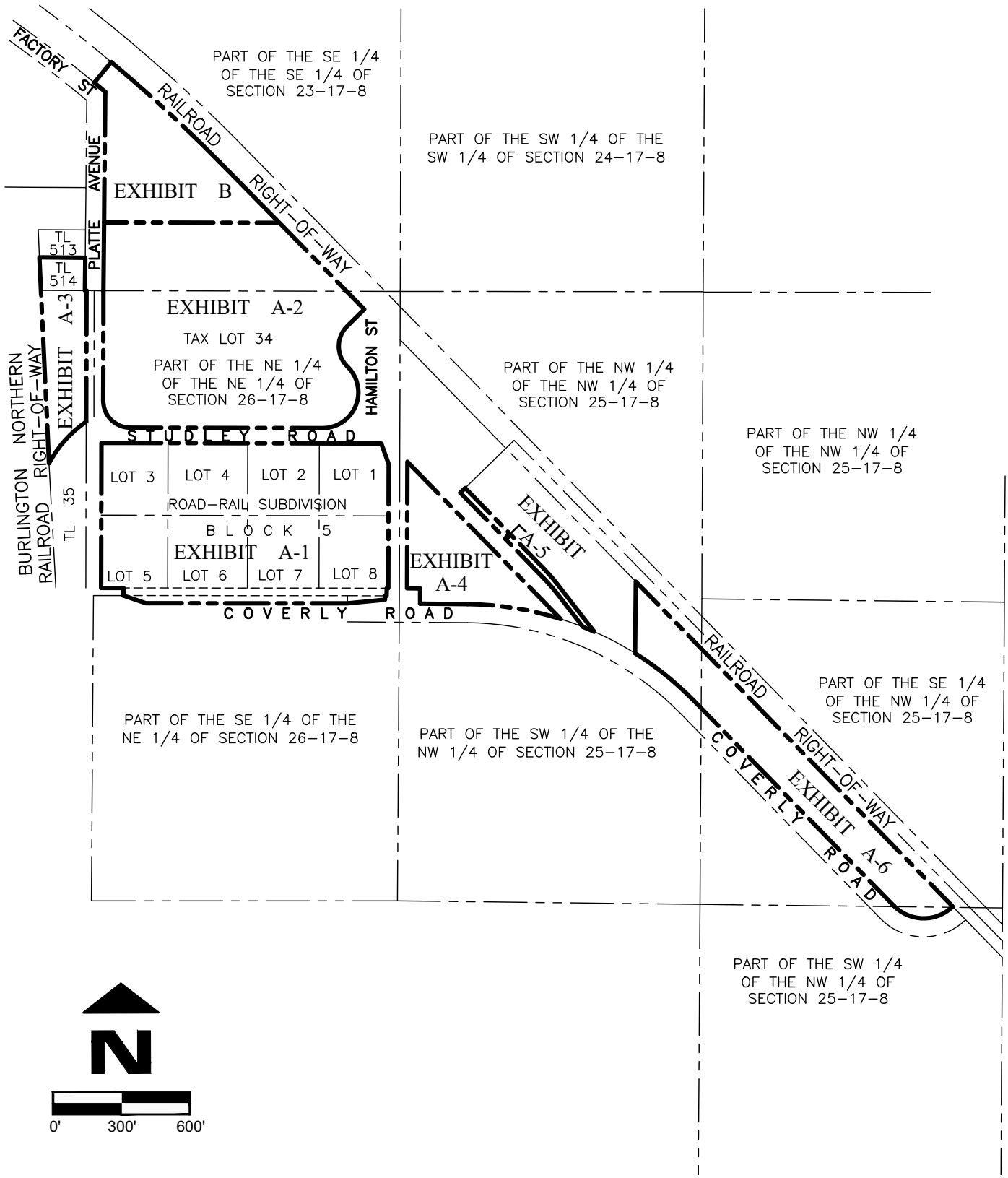
Having the WholeStone Farms property in the city limits will have the long term impact of increasing the City's tax base.

This request is consistent with the Comprehensive Plan and State Statutes.

The Planning Commission held a public hearing on February 18, 2020 and voted to recommend approval to the City Council with a vote of 6-0.

Vicinity Map





Job Number: 200-20-1(EXcov)

thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5866
td2co.com

Date: JANUARY 27, 2020
Drawn By: RJR
Reviewed By: JDW
Revision Date:

COVER SHEET

CLINE, WILLIAMS, WRIGHT, JOHNSON & OLDFATHER

Bo
Pa

CITY OF FREMONT NEBRASKA

Planning Department
400 E. Military Ave.
Fremont, NE 68025
Phone: (402) 727-2636
Fax: (402) 727-2659
Web: www.fremontne.gov

PETITION

TO, the City Council of the City of Fremont, Nebraska ("City")

COMES NOW, Chris Venteicher, owner, or duly authorized officer or agent of the owner, of the following described real estate ("Petitioner"), to wit:

See Attached Exhibit "A"

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.

WHERFORE, PREMISES CONSIDERED, Petitioner requests these bodies to take the appropriate steps to annex this property.

(Signature) _____ 1/24/20 (Date)

4835-0175-0193, v. 1

202001024

Carol Givens
Carol Givens
Register of Deeds
DODGE COUNTY, NE

202001024
Filed:
February 28, 2020 10:50:00 AM
Fee $0

RESOLUTION OF THE COUNTY BOARD OF SUPERVISORS
OF DODGE COUNTY, NEBRASKA

WHEREAS, on February 23, 1962, the Dodge County Board of Supervisors passed a Resolution designating real estate as an Industrial Area within the provisions of Article 25 of Chapter 19 of the 1959 Cumulative Supplement of Revised Statutes of Nebraska.

WHEREAS, the Dodge County Clerk on January 24, 2020 received a petition filed by property owner Wholestone Farms II, LLC to exclude the following contiguous tract of land from an Industrial Area: The South 295.4 feet of the Southeast Quarter of the Southeast Quarter of Section 23, Township 17 North, Range 8 East, lying south and west of the Union Pacific Railroad; The North Half of the Northeast Quarter of the Northeast Quarter of Section 26, Township 17 North, Range 8 East, lying south and west of the Union Pacific Railroad, excepting Lot B and C of Factory Addition; Block 5, Road Rail Subdivision located in Section 26, Township 17 North, Range 8 East; Block 6, Road Rail Subdivision located in Section 25, Township 17 North, Range 8 East, excepting the C&NW-RR and the UPRR 100 foot wide right-of-way located along the Northeasterly line of said Block 6; and that Part of the Northwest Quarter of the Northeast Quarter of Section 26, Township 17 North, Range 8 East, lying east of the New Q Addition and lying north of a former BNSF Railway spur track which crossed Platte Avenue near the North line of Studley Road. All located in Dodge County, Nebraska.

WHEREAS, a notice of Public Hearing was published and sent to property owners as outlined in Nebraska Revised Statute 13-1113 and 13-1119 in connection with said above petition.

WHEREAS, the Dodge County Board of Supervisors has conducted a Public Hearing at 9:15 A.M. on February 26, 2020 in the Board of Supervisors Room located on the 3rd floor of the Courthouse, 435 N. Park Avenue, Fremont, Nebraska in connection with said above petition.

WHEREAS, the Dodge County Board of Supervisors does find and determine that there still remains sufficient land in the Industrial Area (formed on February 23, 1962) to qualify as an Industrial Area with the removal of the above properties.

NOW THEREFORE BE IT RESOLVED BY THE DODGE COUNTY BOARD OF SUPERVISORS that the above stated properties be removed from the Industrial Area and upon the filing of a certified copy of this Resolution with the Register of Deeds and County Assessor of Dodge County, the properties shall no longer be an Industrial Area.

Supervisor Strand moved for the adoption of said Resolution with Supervisor Bendig offering a second. Roll call vote showed 7 yeas and 0 nays.

PASSED AND ADOPTED THIS 26th DAY OF February, 2020.

Bob Missel, Chairman
Dodge County Board of Supervisors

DODGE COUNTY NEBRASKA COUNTY CLERK

ATTEST:
Fred Mytty, Dodge County Clerk

I, Fred Mytty, Dodge County Clerk of Dodge County, Nebraska, do hereby certify that the above Resolution is a true copy of the original record as adopted by the Dodge County Board of Supervisors and filed in my office. Dated, signed and sealed this 27th day of February, 2020.

Fred Mytty
Dodge County Clerk

DODGE COUNTY NEBRASKA COUNTY CLERK

202001024

Carol Givens
Carol Givens
Register of Deeds
DODGE COUNTY, NE

202001024
Filed:
February 28, 2020 10:50:00 AM
Fee $0

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OF DODGE COUNTY, NEBRASKA

WHEREAS, on February 23, 1962, the Dodge County Board of Supervisors passed a Resolution designating real estate as an Industrial Area within the provisions of Article 25 of Chapter 19 of the 1959 Cumulative Supplement of Revised Statutes of Nebraska.

WHEREAS, the Dodge County Clerk on January 24, 2020 received a petition filed by property owner Wholestone Farms II, LLC to exclude the following contiguous tract of land from an Industrial Area: The South 295.4 feet of the Southeast Quarter of the Southeast Quarter of Section 23, Township 17 North, Range 8 East, lying south and west of the Union Pacific Railroad; The North Half of the Northeast Quarter of the Northeast Quarter of Section 26, Township 17 North, Range 8 East, lying south and west of the Union Pacific Railroad, excepting Lot B and C of Factory Addition; Block 5, Road Rail Subdivision located in Section 26, Township 17 North, Range 8 East; Block 6, Road Rail Subdivision located in Section 25, Township 17 North, Range 8 East, excepting the C&NW-RR and the UPRR 100 foot wide right-of-way located along the Northeasterly line of said Block 6; and that Part of the Northwest Quarter of the Northeast Quarter of Section 26, Township 17 North, Range 8 East, lying east of the New Q Addition and lying north of a former BNSF Railway spur track which crossed Platte Avenue near the North line of Studley Road. All located in Dodge County, Nebraska.

WHEREAS, a notice of Public Hearing was published and sent to property owners as outlined in Nebraska Revised Statute 13-1113 and 13-1119 in connection with said above petition.

WHEREAS, the Dodge County Board of Supervisors has conducted a Public Hearing at 9:15 A.M. on February 26, 2020 in the Board of Supervisors Room located on the 3rd floor of the Courthouse, 435 N. Park Avenue, Fremont, Nebraska in connection with said above petition.

WHEREAS, the Dodge County Board of Supervisors does find and determine that there still remains sufficient land in the Industrial Area (formed on February 23, 1962) to qualify as an Industrial Area with the removal of the above properties.

NOW THEREFORE BE IT RESOLVED BY THE DODGE COUNTY BOARD OF SUPERVISORS that the above stated properties be removed from the Industrial Area and upon the filing of a certified copy of this Resolution with the Register of Deeds and County Assessor of Dodge County, the properties shall no longer be an Industrial Area.

Supervisor Strand moved for the adoption of said Resolution with Supervisor Bendig offering a second. Roll call vote showed 7 yeas and 0 nays.

PASSED AND ADOPTED THIS 26th DAY OF February, 2020.

Bob Missel, Chairman
Dodge County Board of Supervisors

DODGE COUNTY NEBRASKA COUNTY CLERK

ATTEST:
Fred Mytty, Dodge County Clerk

I, Fred Mytty, Dodge County Clerk of Dodge County, Nebraska, do hereby certify that the above Resolution is a true copy of the original record as adopted by the Dodge County Board of Supervisors and filed in my office. Dated, signed and sealed this 27th day of February, 2020.

Fred Mytty
Dodge County Clerk

DODGE COUNTY NEBRASKA COUNTY CLERK

ORDINANCE NO. 5527

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, ANNEXING BY VOLUNTARY PETITION PROPERTY GENERALLY DESCRIBED AS PARCELS OF LAND LOCATED IN SECTIONS 23, 25 AND 26, ALL IN 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 February 18, 2020, at which time the Commission unanimously recommended in favor of the proposed annexation; and

WHEREAS, the City Council held a public hearing on the proposed annexation on February 25, 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 the following described real estate, 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.

See Exhibit A attached below

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 31st DAY OF MARCH, 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

EXHIBIT "A" TO PETITION FOR ANNEXATION

LEGAL DESCRIPTION

Parcel 1

LOTS 1 THRU 8, INCLUSIVE, BLOCK 5, ROAD-RAIL SUBDIVISION IN DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF VACATED CLOVERLY ROAD ADJACENT THERETO ON THE SOUTH, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SE CORNER OF THE NE 1/4 OF THE NE 1/4 OF SECTION 26, T17N, R8E OF THE 6TH P.M ., DODGE COUNTY;

THENCE N89°57'18"W (ASSUMED BEARING) 48.00 FEET ON THE SOUTH LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE N00°09'43"E 33.00 FEET ON A LINE 48.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26 TO THE SE CORNER OF SAID LOT 8 AND THE POINT OF BEGINNING; THENCE CONTINUING N00°09'43"E 537.00 FEET ON THE EAST LINES OF SAID LOTS 8 AND 1; THENCE N19°40'50"W 94.27 FEET ON THE EAST LINE OF SAID LOT 1 TO THE NE CORNER THEREOF; THENCE N89°52'04"W 1211.05 FEET ON THE NORTH LINES OF SAID LOTS 1, 2, 3 AND 4 TO THE NW CORNER OF SAID LOT 4; THENCE S00°08'48"W 627.58 FEET ON THE WEST LINES OF SAID LOTS 4 AND 5 TO THE SW CORNER OF SAID LOT 5; THENCE S89°57'18"E 96.90 FEET ON THE SOUTH LINE OF SAID LOT 5; THENCE S00°02'42"W 33.00 FEET TO THE CENTER LINE OF VACATED CLOVERLY ROAD; THENCE S71°08'03"E 102.31 FEET TO THE SOUTH LINE OF VACATED CLOVERLY ROAD; THENCE S89°57'18"E 873.00 FEET ON THE SOUTH LINE OF VACATED CLOVERLY ROAD; THENCE N84°24'02"E 162.83 FEET; THENCE N00°09'43"E 17.00 FEET ON THE CENTER LINE OF VACATED CLOVERLY ROAD; THENCE S89°57'18"E 7.00 FEET ON THE CENTER LINE OF VACATED CLOVERLY ROAD; THENCE N00°09'43"E 33.00 FEET TO THE SOUTH LINE OF SAID LOT 8; THENCE S89°57'18"E 7.00 FEET ON THE SOUTH LINE OF SAID LOT 8 TO THE POINT OF BEGINNING. CONTAINING 19.502 ACRES MORE OR LESS

Parcel 2

PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 23, TOGETHER WITH PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 26, ALL IN T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23; THENCE N89°51'48"E (ASSUMED BEARING) 40.00 FEET ON THE SOUTH LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23 TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EAST LINE OF PLATTE AVENUE; THENCE N00°31'55"E 860.12 FEET ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23 TO THE SOUTH LINE OF FACTORY STREET; THENCE NORTHWESTERLY ON THE SOUTH LINE OF FACTORY STREET ON A 5544.75 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N49°58'07"W, CHORD DISTANCE 62.10 FEET, AN ARC DISTANCE OF 62.10 FEET; THENCE N39°26'21"E 115.75 FEET TO THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE SOUTHEASTERLY ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY ON A6675.80 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S47°17'10"E, CHORD DISTANCE 637.62 FEET, AN ARC DISTANCE OF 637.86 FEET; THENCE S44°31'19"E 85.35 FEET ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE S44°29'49"E 808.55 FEET ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY TO THE WEST LINE OF HAMILTON STREET; THENCE

N89°52'04"W 833.22 FEET ON THE NORTH LINE OF STUDLEY ROAD; THENCE NORTHWESTERLY ON THE NORTH LINE OF STUDLEY ROAD AND THE EAST LINE OF PLATTE AVENUE ON A 117.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N44°51'46"W, CHORD DISTANCE 165.49 FEET, AN ARC DISTANCE OF 183.82 FEET TO A POINT 40.00 FEET EAST OF THE WEST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE N00°08'48"E 475.49 FEET ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26 AND ON THE EAST LINE OF PLATTE AVENUE TO THE POINT OF BEGINNING. CONTAINING 27.086 ACRES MORE OR LESS.

EXCEPTING THEREFROM THAT PORTION OF PARCEL 2 PREVIOUSLY ANNEXED TO THE CITY OF FREMONT, NEBRASKA AND LEGALLY DESCRIBED AS FOLLOWS:

THAT PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 23, T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23; THENCE S89°51'48"E (ASSUMED BEARING) 40.00 FEET ON THE SOUTH LINE OF SAID SE 1/4 TO THE EAST LINE OF PLATTE AVENUE; THENCE N00°31'55"E 295.40 FEET ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SE 1/4 AND ON THE EAST LINE OF PLATTE AVENUE TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH LINE OF FREMONT CITY LIMITS; THENCE CONTINUING N00°31'55"E 564.72 FEET ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SE 1/4 AND ON THE EAST LINE OF PLATTE AVENUE TO THE SOUTH LINE OF FACTORY STREET; THENCE NORTHWESTERLY ON THE SOUTH LINE OF FACTORY STREET ON A 5544.75 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N49°58'07"W, CHORD DISTANCE 62.10 FEET, AN ARC DISTANCE OF 62.10 FEET; THENCE N39°26'21"E 115.75 FEET TO THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE SOUTHEASTERLY ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY ON A 6675.80 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S47°17'10"E, CHORD DISTANCE 637.62 FEET, AN ARC DISTANCE OF 637.86 FEET; THENCE S44°31'19"E 85.35 FEET ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE S44°29'49"E 283.85 FEET ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY TO THE SOUTH LINE OF THE FREMONT CITY LIMITS; THENCE N89°51'48"W 758.51 FEET ON THE SOUTH LINE OF THE FREMONT CITY LIMITS TO THE POINT OF BEGINNING. CONTAINING 6.492 ACRES MORE OR LESS.

Parcel 3

PART OF THE SW 1/4 OF THE SE 1/4 OF SECTION 23 TOGETHER WITH PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 26, ALL IN 17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE NE CORNER OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE N89°45'02"W (ASSUMED BEARING) 33.00 FEET ON THE NORTH LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST LINE OF PLATTE AVENUE; THENCE S00°08'48"W 566.94 FEET ON A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NW 1/4 AND ON THE WEST LINE OF PLATTE AVENUE TO THE NORTH LINE OF A BURLINGTON NORTHERN RAILROAD SIDE TRACK; THENCE SOUTHWESTERLY ON THE NORTH LINE OF SAID BURLINGTON NORTHERN RAILROAD SIDE TRACK ON A 504.39 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S41°48'56"W, CHORD DISTANCE 241.42 FEET, AN ARC DISTANCE OF 243.79 FEET TO THE EAST LINE OF SAID BURLINGTON NORTHERN RAILROAD MAIN TRACK; THENCE N02°41'05"W 891.89 FEET ON THE EAST LINE OF SAID BURLINGTON NORTHERN RAILROAD MAIN TRACK TO A POINT 142.00 FEET NORTH OF THE SOUTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 23; THENCE S89°25'05"E 189.52 FEET ON A LINE 142.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SW 1/4 TO THE WEST LINE OF PLATTE AVENUE; THENCE S00°31'55"W 142.00 FEET ON A LINE 40.00

FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SW 1/4 AND ON THE WEST LINE OF PLATTE AVENUE TO THE SOUTH LINE OF SAID SW 1/4; THENCE S89°45'02"E 7.00 FEET ON THE SOUTH LINE OF SAID SW 1/4 TO THE POINT OF BEGINNING. CONTAINING 3.321 ACRES MORE OR LESS.

Parcel 4

TAX LOTS 4 AND 81 LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 25, T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF VACATED CLOVERLY STREET ADJACENT THERETO ON THE SOUTH, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25; THENCE S89°23'45"E (ASSUMED BEARING) 33.00 FEET ON THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25; THENCE N00°09'43"E 33.00 FEET ON A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25 TO THE NORTH LINE CLOVERLY ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING N00°09'43"E 547.33 FEET ON A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25 TO THE WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN AND UNION PACIFIC RAILROADS; THENCE S44°16'46"E 949.87 FEET ON THE WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN AND UNION PACIFIC RAILROADS TO THE NORTH LINE OF CLOVERLY ROAD; THENCE NORTHWESTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 1388.22 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N80°57'48"W, CHORD DISTANCE 407.15 FEET, AN ARC DISTANCE OF 408.62 FEET; THENCE N89°23'45"W 205.81 FEET ON A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25 AND ON THE NORTH LINE OF CLOVERLY ROAD; THENCE N00°09'43"E 66.00 FEET ON THE NORTH LINE OF CLEVERLY ROAD; THENCE N89°23'45"W 57.00 FEET ON THE NORTH LINE OF CLOVER LY ROAD TO THE POINT OF BEGINNING. CONTAINING 4.322 ACRES MORE OR LESS.

Parcel 5

PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 25, T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 25, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE NW CORNER OF THE NW 1/4 OF SAID SECTION 25; THENCE S00°09'43"W (ASSUMED BEARING) 137.88 FEET, MORE OR LESS, ON THE WEST LINE OF SAID NW 1/4 TO THE CENTER LINE OF THE UNION PACIFIC RAILROAD; THENCE S44°16'46"E 706.80 FEET ON THE CENTER LINE OF SAID UNION PACIFIC RAILROAD; THENCE S45°43'14"W 196.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S45°43'14"W 29.38 FEET; THENCE S44°16'46"E 518.40 FEET; THENCE SOUTHEASTERLY ON A 771.11FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S41°05'56"E, CHORD DISTANCE 85.57 FEET, AN ARC DISTANCE OF 85.61 FEET; THENCE S37°55'06"E 183.90 FEET TO THE NORTH LINE OF CLOVERLY ROAD; THENCE SOUTHEASTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 1388.22 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S67°17'24"E, CHORD DISTANCE 52.40 FEET, AN ARC DISTANCE OF 52.40 FEET; THENCE N37°55'06"W 234.21 FEET; THENCE NORTHWESTERLY ON A 776.99 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N41°05'54"W, CHORD DISTANCE 86.23 FEET, AN ARC DISTANCE OF 86.28 FEET; THENCE N44°16'46"W 490.35 FEET TO THE POINT OF BEGINNING. CONTAINING 0.527 ACRES MORE OR LESS.

Parcel 6

PART OF NW 1/4OFTHE NW 1/4OFSECTION 25, T17N, R8EOFTHE 6TH P.M., DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 25, TOGETHER WITH PART OF

THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 25, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT SE CORNER OF THE SE 1/4 OF THE NE¼ OF SAID SECTION 25; THENCE S00°20'14"W (ASSUMED BEARING) 213.87 FEET ON THE EAST LINE OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 25 TO THE SOUTH LINE OF THE UNION PACIFIC RAILROAD; THENCE N44°16'46"W 306.95 FEET ON THE SOUTH LINE OF THE UNION PACIFIC RAILROAD TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH LINE OF CLOVERLY ROAD; THENCE CONTINUING N44°16'46"W 1964.14 FEET ON THE SOUTH LINE OF THE UNION PACIFIC RAILROAD TO THE EAST LINE OF A RAILROAD SPUR TRACK RIGHT-OF-WAY; THENCE S00°33'14"W 310.28 FEET ON THE EAST LINE OF SAID SPUR TRACK RIGHT-OF-WAY TO THE NORTH LINE OF CLOVERLY ROAD; THENCE SOUTHEASTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 1388.22 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S51°03'54"E, CHORD DISTANCE 328.50 FEET, AN ARC DISTANCE OF 328.82 FEET; THENCE S44°16'46"E 1238.35 FEET ON THE NORTH LINE OF CLOVERLY ROAD; THENCE SOUTHEASTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 180.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S89°16'46"E, CHORD DISTANCE 254.56 FEET, AN ARC DISTANCE OF 282.75 FEET TO THE POINT OF BEGINNING. CONTAINING 7.696 ACRES MORE OR LESS.

Staff Report

TO: Honorable Mayor and City Council

FROM: Jennifer L. Dam, AICP, Planning Director

DATE: March 31, 2020

SUBJECT: Change of Zone from R, Rural to SR, Suburban Residential

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Recommendation: Hold second reading of Ordinance #5529

Background:

This request is for a change of zone from R, Rural to SR, Suburban Residential. The property is located at the extension of Jones Dr. and Armour Dr. in the NW ¼ of the SW ¼ of Section 10, Township 17 North, Range 8 East, Dodge County Nebraska.

The property consists of approximately 6.19 acres currently contiguous to the City Limits.

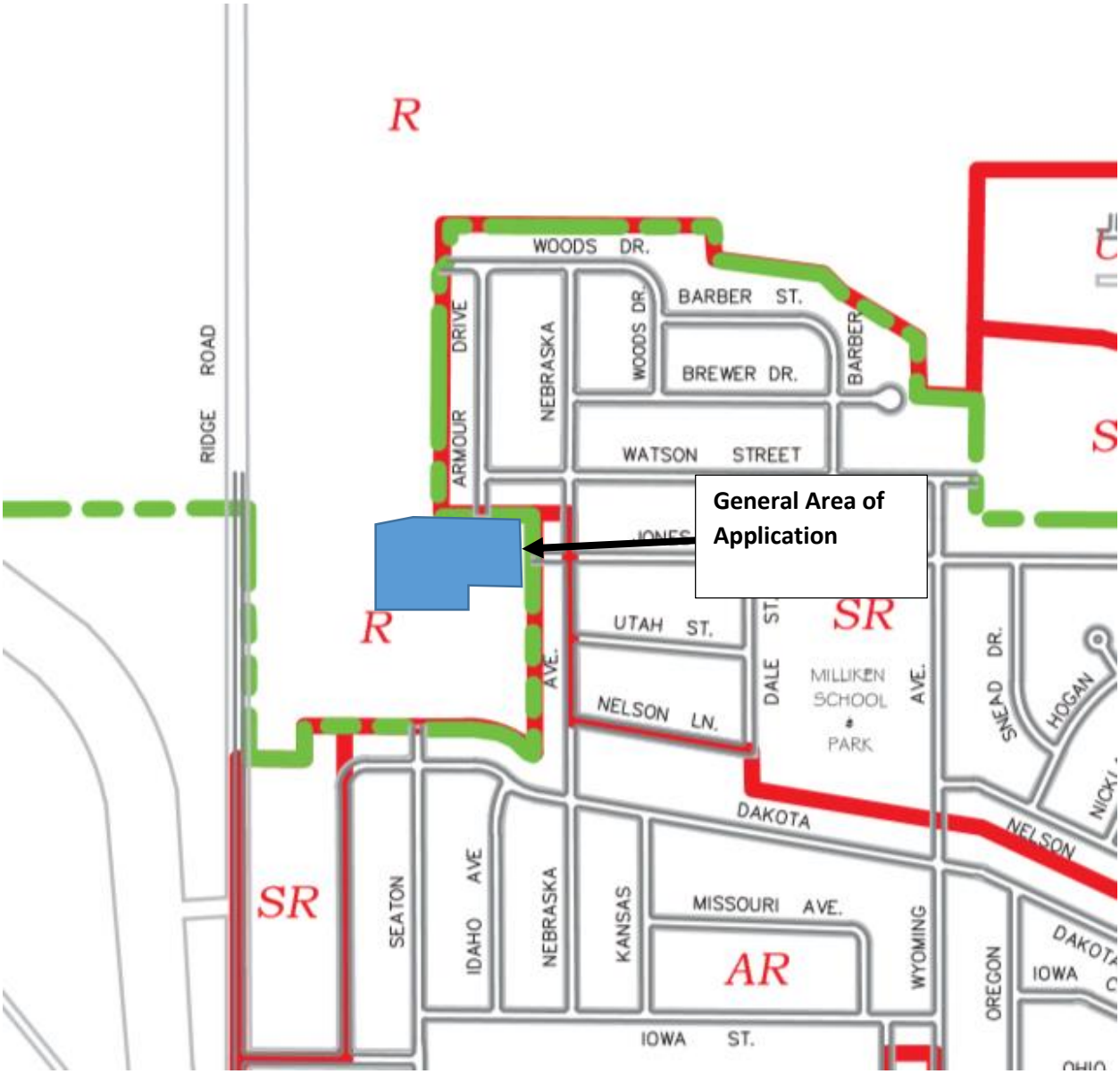
It is associated with the Country Club Estates 6th Addition Final Plat and is consistent with the previously approved Country Club Estates 6th Addition Preliminary Plat.

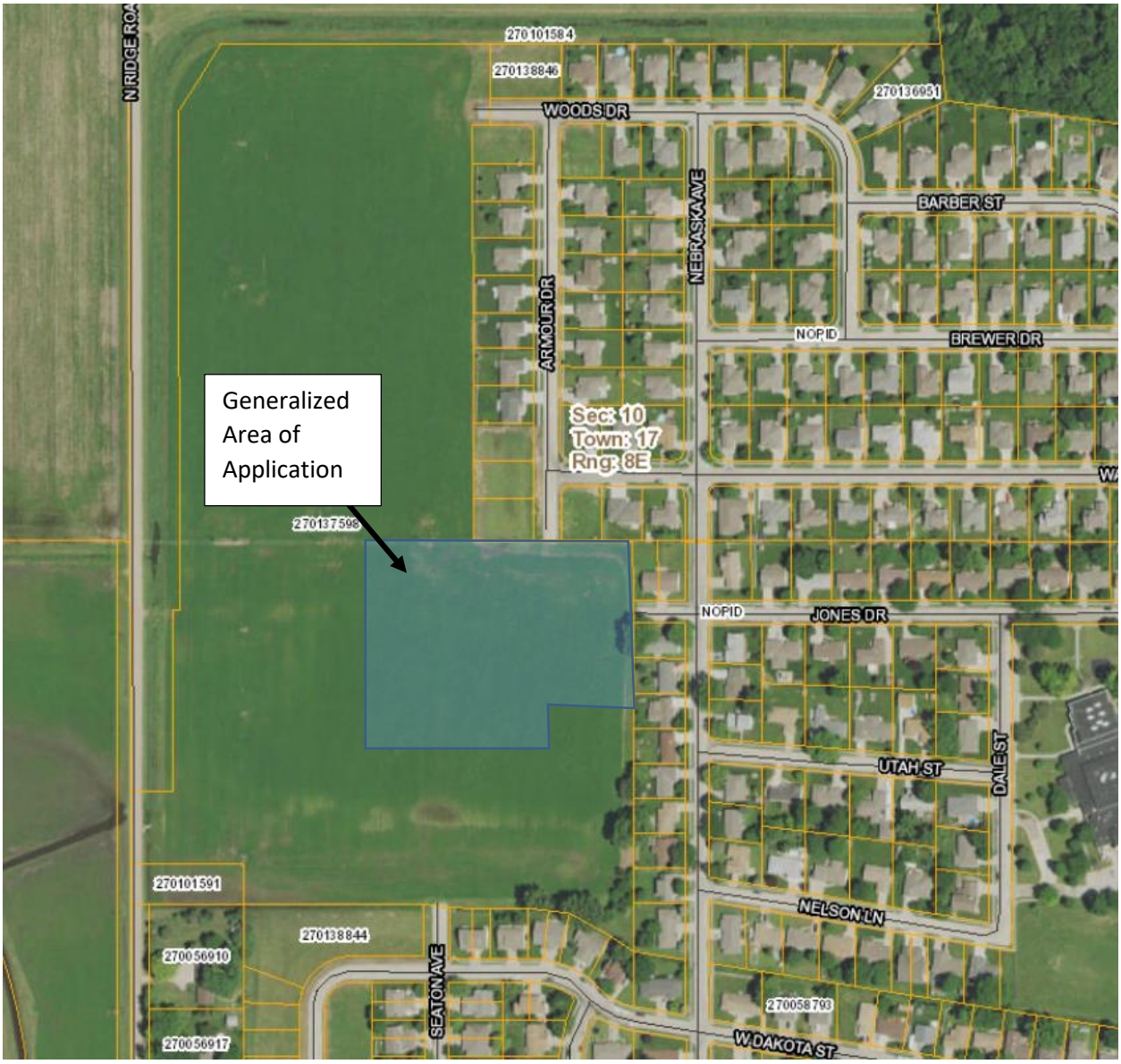
The zoning to the north, east and south is SR, Suburban Residential. The zoning to the northwest and west is R, Rural.

The Future Land Use map shows the area for residential development.

The Planning Commission held a public hearing on this item on February 18, 2020 and voted to recommend approval with a 5-0 vote with one abstention.

Vicinity Map




N RIDGE RO
270101584
270138846
270136951
WOODS DR
BARBER ST
NEBRASKA AVE
ARMOUR DR
NOPID
BREWER DR
Generalized Area of Application
Sec: 10
Town: 17
Rng: 8E
270137598
NOPID
JONES DR
UTAH ST
DALE ST
270101591
NELSON LN
270138844
270056910
SEATON AVE
270058793
270056917
W DAKOTA ST

CITY OF
FREMONT
NEBRASKA PATHFINDERS

Planning & Development
400 E. Military Ave.
Fremont, NE 68025
Phone: 402-727-2636
Fax: 402-727-2659

ZONING APPLICATION

APPLICATION TYPE

X Zoning Change (*including conventional and planned unit development requests*)
_ Conditional Use Permit

APPLICANT (*all correspondence will be directed to the applicant*)

Name STEPHEN W. DODD
DODD ENGINEERING & SURVEYING LLC Phone 402-720-5017

Address P.O. BOX 1855 Fax _____

City FREMONT State NE Zip 68026

Email doddeng1@gmail.com

PROPERTY OWNER (*if not the same as applicant above*)

Name RAWHIDE LAND PARTNERSHIP Phone 402-721-5335

Address 2450 COLORADO AVENUE Fax _____

City FREMONT State NE Zip 68025

Email pgifford@qwestoffice.net

ENGINEER, SURVEYOR, OR ARCHITECT (*if not the same as applicant above*)

Name SAME AS APPLICANT Phone _____

Address _____ Fax _____

City _____ State _____ Zip _____

Email _____

AGENT (*if not the same as applicant above*)

Name SAME AS APPLICANT Phone _____

Address _____ Fax _____

City _____ State _____ Zip _____

Email _____

(*application continued on next page*)

CITY OF
FREMONT
NEBRASKA PATHFINDERS

Planning & Development
400 E. Military Ave.
Fremont, NE 68025
Phone: 402-727-2636
Fax: 402-727-2659

ZONING APPLICATION

PROPERTY INFORMATION

Address of Property JONES DRIVE (EXTENDED), FREMONT, NE 68025

General Location (*if no address is available*) BETWEEN RIDGE ROAD AND COUNTRY CLUB ESTATES.

Brief Legal Description of Property A 6.19 ACRE PARCEL OF LAND LOCATED IN THE NW1/4 SW1/4 OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA

Description of Request REZONE 6.19 ACRES CURRENTLY ZONED R (RURAL) TO SR (SUBURBAN RESIDENTIAL).

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

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

Signature	Print Name	Date
Stephen W. Dodd	STEPHEN W. DODD	01/10/2020

Office Use Only

Submittal Date _____ Project No. _____

Payment Amount _____ Receipt No. _____

Other Comments _____

NEBRASKA DOCUMENTARY STAMP TAX
Date 3-31-03
$ E5 B By CY

2003

2003 MAR 31 AM 8:33

CORPORATION WARRANTY DEED

THE GIFFORD COMPANY, a Corporation organized and existing under the laws of Nebraska,, GRANTOR, in consideration of VALUABLE CONSIDERATION AND ONE AND NO/100THS DOLLARS ($1.00) received from GRANTEE, THE RAWHIDE LAND PARTNERSHIP, conveys to GRANTEE, the following-described real estate (as defined in R.R.S 1943 §76-201):

A PARCEL OF LAND LOCATED IN THE SW¼NW¼, THE NW¼SW¼ AND THE SW¼SW¼ OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SW¼NW¼ AND ASSUMING THE WEST LINE OF SAID SW¼NW¼ TO BEAR N00°00'00"E; THENCE S89°45'19"E ALONG THE SOUTH LINE OF SAID SW¼NW¼ A DISTANCE OF 93.00 FEET TO THE POINT OF BEGINNING; THENCE N00°00'00"E PARALLEL TO THE WEST LINE OF SAID SW¼NW¼ A DISTANCE OF 940.82 FEET; THENCE N37°46'50"E A DISTANCE OF 131.72 FEET; THENCE S89°46'24"E A DISTANCE OF 889.66 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 4, COUNTRY CLUB ESTATES FOURTH ADDITION; THENCE S00°13'54"W ALONG THE WEST LINE OF SAID LOT 1, BLOCK 4 A DISTANCE OF 115.04 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 4; THENCE S16°57'01"E A DISTANCE OF 57.57 FEET TO THE NORTHWEST CORNER OF LOT 7, BLOCK 2 OF SAID COUNTRY CLUB ESTATES FOURTH ADDITION; THENCE S00°13'54"W ALONG THE WEST LINE OF SAID LOT 7, BLOCK 2 A DISTANCE OF 115.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7, BLOCK 2; THENCE N89°46'06"W ALONG THE NORTH LINE OF LOT 6 IN SAID BLOCK 2 A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6, BLOCK 2; THENCE S00°13'54"W ALONG THE WEST LINE OF SAID BLOCK 2 A DISTANCE OF 475.50 FEET TO THE SOUTHWEST CORNER OF LOT 1 IN SAID BLOCK 2; THENCE S89°46'06"E ALONG THE SOUTH LINE OF SAID LOT 1, BLOCK 2 A DISTANCE OF 41.70 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 4, COUNTRY CLUB ESTATES SECOND ADDITION; THENCE S00°13'54"W ALONG THE WEST LINE OF SAID LOT 1, BLOCK 4 A DISTANCE OF 115.05 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 4; THENCE CONTINUING S00°13'54"W A DISTANCE OF 55.02 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 3 OF SAID COUNTRY CLUB ESTATES SECOND ADDITION; THENCE CONTINUING S00°13'54"W ALONG THE WEST LINE OF LOT 1, BLOCK 3 A DISTANCE OF 114.93 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 3; THENCE N89°45'19"W ALONG THE NORTH LINE OF LOT 1, BLOCK 1, WASHINGTON HEIGHTS THIRD ADDITION A DISTANCE OF 19.44 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1; THENCE S00°03'19"W ALONG THE WEST LINE OF SAID LOT 1, BLOCK 1 A DISTANCE OF 125.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE CONTINUING S00°03'19"W A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 6, WASHINGTON HEIGHTS THIRD ADDITION; THENCE CONTINUING S00°03'19"W ALONG THE WEST LINE OF SAID BLOCK 6 A DISTANCE OF 691.65 FEET TO THE NORTHEAST CORNER OF LOT 1, WASHINGTON HEIGHTS FIFTH ADDITION; THENCE ALONG THE NORTHERLY LINE OF SAID WASHINGTON HEIGHTS 5TH ADDITION THE FOLLOWING COURSES AND DISTANCES,
N69°48'35"W A DISTANCE OF 21.76 FEET;
N45°48'18"W A DISTANCE OF 69.13 FEET;
N65°27'53"W A DISTANCE OF 62.88 FEET;
N81°28'19"W A DISTANCE OF 87.15 FEET;
N89°33'38"W A DISTANCE OF 175.76 FEET TO THE NORTHWEST CORNER OF LOT 5 OF SAID WASHINGTON HEIGHTS 5TH ADDITION; THENCE S00°02'58"W ALONG THE WEST LINE OF SAID LOT 5 A DISTANCE OF 86.51 FEET; THENCE ALONG A 20.00 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 31.23 FEET THROUGH A CENTRAL ANGLE OF 89°27'12" HAVING A CHORD DIRECTION OF S44°40'38"E AND A CHORD LENGTH OF 28.15 FEET; THENCE N89°38'57"W A DISTANCE OF 72.37 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF SEATON AVENUE, SAID POINT LYING 50.00 FEET NORTH OF THE NORTHEAST CORNER OF LOT 1, BLOCK 4, WASHINGTON HEIGHTS FOURTH ADDITION; THENCE N89°47'06"W PARALLEL TO THE NORTH LINE OF SAID LOT 1, BLOCK 4 A DISTANCE OF 111.13 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID

BLOCK 4, SAID POINT LYING 50.00 FEET NORTH OF THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 4; THENCE S00°01'10"W ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID BLOCK 4 A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 4; THENCE CONTINUING S00°01'10"W ALONG THE WEST LINE OF SAID BLOCK 4 A DISTANCE OF 999.78 FEET TO THE SOUTHWEST CORNER OF LOT 13 IN SAID BLOCK 4; THENCE N89°44'37"W ALONG THE NORTH LINE OF OHIO STREET A DISTANCE OF 272.03 FEET TO THE SOUTHEAST CORNER OF LOT 7, TOWNER SMITH SUBDIVISION; THENCE N00°01'06"E ALONG THE EAST LINE OF SAID TOWNER SMITH SUBDIVISION A DISTANCE OF 1044.00 FEET TO THE NORTHWEST CORNER OF LOT 1 OF SAID TOWNER SMITH SUBDIVISION; THENCE CONTINUING N00°01'06"E ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID TOWNER SMITH SUBDIVISION A DISTANCE OF 97.00 FEET; THENCE N89°58'52"W PARALLEL TO THE NORTH LINE OF SAID TOWNER SMITH SUBDIVISION A DISTANCE OF 232.88 FEET TO A POINT ON THE WEST LINE OF SAID NW¼SW¼; THENCE N00°01'08"E ALONG THE WEST LINE OF SAID NW¼SW¼ A DISTANCE OF 148.24 FEET; THENCE S89°58'52"E AT RIGHT ANGLES TO SAID WEST LINE A DISTANCE OF 63.00 FEET; THENCE N00°01'08"E PARALLEL TO SAID WEST LINE A DISTANCE OF 579.75 FEET; THENCE S89°45'19"E PARALLEL TO THE NORTH LINE OF SAID NW¼SW¼ A DISTANCE OF 30.00 FEET; THENCE N00°01'08"E PARALLEL TO THE WEST LINE OF SAID NW¼SW¼ A DISTANCE OF 60.00 FEET; TO THE POINT OF BEGINNING; CONTAINING 48.73 ACRES, MORE OR LESS.

This asset does not constitute a sale of all or substantially all of the assets of the Corporation.

GRANTOR covenants (jointly and severally, if more than one) with GRANTEES that GRANTOR:

1. is lawfully seized of such real estate and that it is free from encumbrances, except easements and restrictions of record;

2. has legal power to convey the same;

3. warrants and will defend title to the real estate against the lawful claims of all persons.

This conveyance does not constitute a conveyance of substantially all of the assets of the Corporation.

Executed the 27th day of March, 2003.

THE GIFFORD COMPANY, A Nebraska Corporation, GRANTOR,

By Don Gifford
President

STATE OF NEBRASKA)
) ss
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me on the 27th day of March, 2003, by Don Gifford of THE GIFFORD COMPANY, a Nebraska Corporation, on behalf of the Corporation.

GENERAL NOTARY-State of Nebraska
CAROLYN J. ANDERSEN
My Comm. Exp. Oct. 22, 2004

Carolyn J. Andersen
Notary Public

ORDINANCE NO. 5529

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING ORDINANCE NO. 5427 AS IT PERTAINS TO THE ZONING MAP, TO REZONE THE PROPERTY GENERALLY DESCRIBED HEREIN AS GENERALLY LOCATED AT ARMOUR DR. AND JONES DR., EXTENDED, FREMONT, NEBRASKA, FROM R RURAL TO SR SUBURBAN RESIDENTIAL, PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a request for Zoning Change was filed with the offices of the Department of Planning, City of Fremont (City); and

WHEREAS, the City has determined that the subject property is zoned R Rural; and

WHEREAS, the owner desires zoning district designation of SR Suburban Residential; and

WHEREAS, a public hearing on the proposed Zoning Change was held by the Planning Commission on February 18, 2020, and subsequently by the City Council on March 10, 2020, and;

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

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

SECTION I. ZONING. That paragraph “b” of Article 406 of Ordinance No. 5427 as it pertains to the Official Zoning Map is changed to rezone the following described real estate, from R Rural to SR Suburban Residential:

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF COUNTRY CLUB ESTATES FIFTH ADDITION; THENCE S89°45'19"E ALONG THE SOUTH LINE OF SAID COUNTRY CLUB ESTATES FIFTH ADDITION A DISTANCE OF 337.76 FEET TO THE NORTHWEST CORNER OF WASHINGTON HEIGHTS THIRD ADDITION; THENCE S00°03'19"W ALONG THE WEST LINE OF SAID WASHINGTON HEIGHTS THIRD ADDITION A DISTANCE OF 340.01 FEET; THENCE N89°46'06"W A DISTANCE OF 122.50 FEET; THENCE S00°03'19"W A DISTANCE OF 35.50 FEET; THENCE N89°46'06"W A DISTANCE OF 170.50 FEET; THENCE S00°03'19"W A DISTANCE OF 105.47 FEET; THENCE N89°47'06"W A DISTANCE OF 370.24 FEET; THENCE N00°13'54"E A DISTANCE OF 187.58 FEET; THENCE S89°46'06"E A DISTANCE OF 44.50 FEET; THENCE N00°13'54"E A DISTANCE OF 116.00 FEET; THENCE N06°27'27"E A DISTANCE OF 55.33 FEET; THENCE N00°13'54"E A DISTANCE OF 122.64 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE S89°45'18"E ALONG SAID NORTH LINE A DISTANCE OF 273.50 FEET TO THE POINT OF BEGINNING, CONTAINING 6.19 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 14th DAY OF APRIL, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: City of Fremont Mayor and City Council

FROM: Brian Newton, City Administrator

DATE: March 24, 2020

SUBJECT: COVID-19 Compensation Plan

Recommendation: Motion to authorize staff to implement the plan

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BACKGROUND: In light of the COVID-19 pandemic and the likelihood that city services could be shut down, the City drafted a proposed guide to delivery of City services. As part of the guide, a compensation plan was proposed for hourly employees.

Proposed COVID-19 Compensation Plan

Levels 1/2 – Normal compensation. Employees that self-quarantine must use vacation or floating holidays. Employees that are directed to self-quarantine by a physician or public health official are eligible to use accrued leave.

Levels 3/4 – Employees may fall into one or more of the following scenarios:

A. Employees directed to go home, but not working at home, shall be paid their regular hourly rate during their regularly scheduled shift. (* - see note below)

B. Employees scheduled to work, whether at home or on the job site, during their regularly scheduled shift, shall be paid their regular hourly rate, plus 1.5 times their hourly rate for actual hours worked. (In other words, 2.5 times their regular hourly rate for actual hours worked.)

C. Employees called in to work during their regularly scheduled shift shall be paid their regular hourly rate, plus 1.5 times their hourly rate for actual hours worked. (In other words, 2.5 times their regular hourly rate for actual hours worked.)

   Please note that the existing call back and overtime provisions remain in place in addition to the pay described above.

D. Employees directed to be sheltered-in-place for period longer than 24-hours, shall be paid their regular hourly rate for hours sheltered-in-place, plus 1.5 times their hourly rate for actual hours worked. (In other words, 2.5 times their regular hourly rate for actual hours worked and 1 times their regular hourly rate for sheltered-in-place hours.)

* Employees being paid to stay home and who are subject to on-call or call back requirements, shall remain fit for duty and be available to report to work during regular business hours and while on-call.

FISCAL IMPACT: The expense will be unbudgeted and difficult to estimate, but absolutely necessary.

CITY OF FREMONT NEBRASKA

400 East Military Avenue, Fremont, NE 68025-5141

City of Fremont
Proposed COVID-19 Compensation Plan for Hourly Employees (subject to City Council approval)

Levels 1/2 – Normal compensation. Employees that self-quarantine must use vacation or floating holidays. Employees that are directed to self-quarantine by a physician or public health official are eligible to use accrued leave.

Levels 3/4 – Full and part-time e~~E~~mployees may fall into one or more of the following scenarios:

A. Employees directed to go home, but not working at home, shall be paid their regular hourly rate for their full or part-time~~during their regularly scheduled~~ shift. (* - see note below)

B. Employees scheduled to work, whether at home or on the job site, during their full or part-time~~regularly scheduled~~ shift, shall be paid their regular hourly rate, plus 1.5 times their hourly rate for actual hours worked. (In other words, 2.5 times their regular hourly rate for actual hours worked.)

C. Employees called in to work during their full or part-time~~regularly scheduled~~ shift shall be paid their regular hourly rate, plus 1.5 times their hourly rate for actual hours worked. (In other words, 2.5 times their regular hourly rate for actual hours worked.)

   Please note that the existing call back and overtime provisions remain in place in addition to the pay described above.

D. Employees directed to be sheltered-in-place for period longer than 24-hours, shall be paid their regular hourly rate for hours sheltered-in-place, plus 1.5 times their hourly rate for actual hours worked. (In other words, 2.5 times their regular hourly rate for actual hours worked and 1 times their regular hourly rate for sheltered-in-place hours.)

* Employees being paid to stay home and who are subject to on-call or call back requirements, shall remain fit for duty and be available to report to work during regular business hours and while on-call.

DRAFT

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Lottie Mitchell, Grant Coordinator/Executive Assistant

DATE: March 31, 2020

SUBJECT: Consultant Agreement for Construction Management for 19-EM-002.

Recommendation: Approve Resolution 2020-062

Background: On October 28, 2019 the City of Fremont received notification from the Nebraska Department of Economic Development (DED) that $485,000 has been awarded to the City for Community Development Block Grant (CDBG) 19-EM-002. The City received notice of Release of Funds on March 3, 2020.

CDBG 19-EM-002 will provide $450,000 for repairs to the Fremont, Farmland, Railroad Levee. Other grant funded project costs include $10,000 for construction management and $25,000 for general administration. Local matching funds are not a requirement of the grant contract but will be provided due to the cost of the project.

The levee is currently undergoing an evaluation by JEO Consulting under CDBG 18-PP-005. A survey to determine property lines and easements is in the final stages. Next steps will be to procure a contractor for tree removal. Environmental reviews have determined tree removal can only be done between August 1 and September 30 due to the bald eagle, other migratory birds, and the Northern Long Eared Bat.

The City of Fremont utilizes the consultant and construction management services NENEDD provides for the Community Development Block Grants. The agreement is attached.

Fiscal Impact: The approval of the Consultant Agreement for Construction Management Agreement 19-EM-002 has no fiscal impact as the construction management in the amount of $10,000 is covered by grant funds. The estimated project budget is shown below.

Breach Repairs	$508,000
Other Repairs	$500,000
Grant Administration & Construction Mgmnt.	$35,000
Total Project Cost	**$1,043,000**
FEMA (75%)	$381,000
CDBG	$485,000
NEMA (12.5%)	$63,500
City of Fremont	$113,500
Sources of Funds	**$1,043,000**

NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT
CONSULTANT AGREEMENT
FOR CONSTRUCTION MANAGEMENT

THIS AGREEMENT made and entered into by and between the City of Fremont of Nebraska, hereinafter referred to as the "Community" and the Northeast Nebraska Economic Development District, hereinafter referred to as the Consultant.

WITNESSES THAT:

WHEREAS, the Community and the Consultant are desirous of entering into a contract to formalize their relationship, and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (DED) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State CDBG Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the Community as part of its 2019 CDBG grant agreement with the Department, under contract number 19-EM-002, has been awarded CDBG funds for the purposes set forth herein, and WHEREAS, the Village/City/County, for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the Community's approved CDBG program, and

WHEREAS, it would be beneficial to the Community to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived there from, the parties hereto agree as follows:

1. **Services to be Provided by the Parties**
   a. The Consultant shall complete in a satisfactory and proper manner as determined by the Community the work activities described in the Scope of Work (Attachment #1 to the contract).

   b. The Community will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. **Time of Performance**
   The effective date of this contract shall be the date the parties sign and complete execution of the contract. The termination date of the contract shall be the date of the Certificate of Completion letter from DED.

3. **Consideration**
   The Community shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount reimbursed by the Community exceed the sum of $10,000. Reimbursement under this contract shall be based on monthly billings, supported by appropriate documentation and billed at the rate of $60/hour. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

Should the project scope be expanded, additional fees shall be negotiated for the additional basic services needed. The additional services shall be provided as authorized by the Community with compensation as a negotiated lump sum fee determined at the time of authorization.

It is also understood that this contract is funded in whole or in part with CDBG funds through the State of Nebraska CDBG Program as administered by DED and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

4. Record Maintenance, Record Retention & Access to Records

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR {200.300-345 and any such procedures that the Community or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Community for a period of ten years after the final audit of the Community's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the Village/City/County shall request a longer period for retention.

The Community, DED and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

5. Relationship

The relationship of the Consultant to the Community shall be that of an independent Consultant rendering professional services. The consultant shall have no authority to execute contracts or to make commitments on behalf of the Community and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Community and the Consultant.

6. Suspension, Termination and Close Out

If the Consultant fails to comply with the terms and conditions of this contract the Community may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

a. **Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the Community may suspend the contract pending corrective actions or investigate effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the Community and is able to substantiate its full compliance with these terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except;

1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.

2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.

3) In the event all or any portion of work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the Community shall pay the Consultant for work performed to the satisfaction of the Community, in accordance with the percentage of the work completed.

b. **Termination for Cause:** If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist:

1) The lack of compliance with the provisions of this contract are of such scope and nature that the Community deems continuation of the contract to be substantially detrimental to the interests of the Community.

2) The consultant has failed to take satisfactory action as directed by the Community or its authorized representative within the time specified by same.

3) The consultant has failed within the time specified by the Community or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract;

then, the Community may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

c. **Termination for Other Grounds:** This contract may also be terminated in whole or in part:

1) By the Community, with the consent of the Consultant, or by the Consultant with the consent of the Community, in which case the two parties shall devise by mutual agreement, the conditions of termination in part, that portion to be terminated.

2) If the funds allocated by the Community via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.

3) In the event the Community fails to pay the Consultant promptly or within 60 days after invoices are rendered, the Community agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the Community shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.

4) The Community may terminate this contract at any time giving at least 10 days' notice in writing to the Consultant. If the contract is terminated for convenience of the Community as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

The Community may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the Community and the Consultant shall be incorporated in written amendments to this contract.

8. Personnel

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the Community.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the Community. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

9. Assignability

The Consultant shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the Community thereto; provided, however, that claims for money by the Consultant from the Community under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Community.

10. Reports and Information

The Consultant, at such times and in such forms as the Community may require, shall furnish the Community such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Community.

12. Copyright

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

13. Compliance with Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the Community harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract and from failure to comply with any condition or term of this contract.

14. Title VI of the Civil Rights Act of 1964

The law provides that no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974

The law provides that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

a. The work to be performed under this contract is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development through the State of Nebraska's CDBG Program as administered by DED and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this contract will comply with the provision of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.

c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

17. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et.seq.)

The law provides that no person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

18. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)

The law provides that no otherwise qualified individual will, solely by reason of his other handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

19. Executive Order 11246, As Amended

This Order applies to all federally assisted construction contracts and subcontracts. The Grantee and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee and subcontractors , if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin.

20. Conflict of Interest (2CFR200.318)

No officer, employee or agent of the Consultant who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exception may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by DED.

21. Audits and Inspections

The Community, DED, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the Community, DED, the State Auditor and HUD.

22. **Hold Harmless**
The Consultant agrees to indemnify and hold harmless the Community, its appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the Community, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

23. **Governing Law**
This agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of or relating to this agreement shall be instituted in any court of general jurisdiction in the State of Nebraska.

This agreement contains all terms and conditions agreed to by the Community and the Consultant. The attachment(s) to this agreement are identified as follows:

ATTACHMENT #1

SCOPE OF WORK AND FEES for Fremont, Nebraska consisting of 1 page.

WITNESS WHEREOF, the Community and the Consultant have executed this contract agreement as of the date and year last written below.

COMMUNITY

BY _____

TITLE _____

DATE _____

CONSULTANT

BY _____

TITLE Executive Director

DATE _____

APPROVED as to legal form:

Community Attorney

BY _____

DATE _____

ATTACHMENT 1

CONSTRUCTION MANAGEMENT SCOPE OF WORK

The duties and responsibilities of the Consultant under this scope of work include following:

1. Provide construction management services for CDBG Davis Bacon and Related Acts (DBRA) compliance
2. Activities include, but not limited to the following:
   - Securing applicable general wage determination;
   - Ensuring all applicable wage rates and labor standard provisions are included in the bid specifications and contract documents;
   - Monitoring contractor compliance, including but not limited to:
     - Verification that all project contractors and/or subcontractors are registered and active in the System for Award Management (SAM) prior to award;
     - Site visits to ensure all required federal and state informational posters are properly displayed throughout the project;
     - Payroll verifications, or the receipt and review of signed weekly payrolls submitted by all project contractors and/or subcontractors.; and
     - Completion of employee interviews under all identified wage classifications.

RESOLUTION NO. 2020-062

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF CONSULTANT AGREEMENT WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT (NENEDD) FOR THE CONSTRUCTION MANAGEMENT OF COMMUNITY DEVELOPMENT BLOCK GRANT 19-EM-002.

WHEREAS, the City of Fremont desires to enter into a Consultant Agreement with NENEDD for the construction management of Community Development Block Grant 19-EM-002; and

WHEREAS, the City of Fremont agrees to reimburse NENEDD a sum of not to exceed $10,000 to complete the Construction Management Scope of Work for said grant.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of Fremont, Nebraska, that the City enter into a Consultant Agreement with NENEDD for the construction management of Community Development Block Grant 19-EM-002, that the terms and conditions, as contained in the Agreement with NENEDD, are hereby approved, and that the Mayor is hereby authorized to execute said Agreement.

PASSED AND APPROVED THIS 31st DAY OF MARCH, 2020.

_____

Scott Getzschman, Mayor

ATTEST:

_____

Tyler Ficken, City Clerk

ORDINANCE NO. _____
(First Reading)

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, REPEALING AND REPLACING CHAPTER 3, ARTICLE 7, SECTION 3-705 OF THE FREMONT MUNICIPAL CODE AND ALL OTHER ORDINANCES OR PART OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

Chapter 3, Article 7, Section 3-705 - LIBRARY BOARD;
(1) The Library Board shall consist of five (5) appointed members who shall be residents of the Municipality and who shall serve terms of four (4) years. The Mayor shall appoint the members of the Library Board with the consent of the City Council. Neither the Mayor nor any member of the Council shall be a member of the Library Board. The terms of members serving on the effective date of a change in the number of members shall not be shortened, and any successors to those members shall be appointed as the terms of those members expire. In case of any vacancy by resignation, removal, or otherwise, the Mayor shall fill the vacancy for the unexpired term with the consent of the Council.

(2) No member shall receive any pay or compensation for any services rendered as a member of the Library Board.

(3) At the time of the Board's first (1st) meeting in June of each year, the Board shall organize by selecting from their number a Chairperson and Secretary. No member of the Library Board shall serve in the capacity of both the Chairperson and Secretary of the Board. It shall be the duty of the Secretary to keep minutes of all meetings, and to timely file the same with the City Clerk as public records.

(4) A majority of the Board members shall constitute a quorum for the transaction of business. The Board shall meet at such times as the City Council may designate. Special meetings may be held upon the call of the Chairperson, or a majority of the members of the Board.

(5) The Library Board shall advise the Mayor and City Council in regard to the operation, maintenance, ~~and~~ development and personnel of the Public Library, and shall recommend to the City Council by-laws, rules and regulations, or changes in by-laws, rules, and regulations for the protection and development of the public library.

(6) The Library Board shall be responsible for the intellectual content and development of the library.

(7) The Librarian shall be appointed by the Mayor with the advice of the Library Board and the consent of the City Council. The Librarian shall generally supervise the staff, property and operations of the Public Library. The Librarian shall be accountable to the Board. ~~but will work under the supervision of the City Administrator.~~

(8) All actions of the Library Board~~Commission~~ shall be subject to provisions set forth in the

Library Statutes of the State of Nebraska and the Nebraska Library Commission Manual; actions of the Board are under the purview of the Mayor and City Council as prescribed therein~~. the review and control of the City Council.~~

SECTION II. REPEAL OF CONFLICTING ORDINANCES. That and any other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION III. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval, and publication according to law. This ordinance shall be published in pamphlet form on January 29, 2020 and distributed as a City Ordinance.

PASSED AND APPROVED THIS DAY OF _____, 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

March 9, 2020

Board President Larry Jirsak called the meeting to order at 9:00 a.m. at the Milady Coffeehouse (due to library being closed to public).

Roll Call
The following board members were present: Larry Jirsak, Earl Underwood, and Tom Adamson. Shari Kment was absent. Also present was Library Director Tina Walker, and Senior Office Associate Tracy Parr. Tracy will be recording the meeting minutes.

Notice of Meeting and Agenda
The meeting was preceded by publicized notice in the Fremont Tribune and the agenda is posted in the Administration Office at Keene Memorial Library, 1030 North Broad Street and online at www.fremontne.gov/library and distributed. A copy of the open meetings law was made available at the meeting. Notice was given in advance of the moving of the meeting to Milady Coffeehouse.

Unfinished Business

1. Discussion & recommendation for City Council proposed edits to Article 7 of City Code.
   Director Walker advised at the last council session, Council Member Legband requested an official vote from the board as to whether or not they approved and supported Council Member Yerger's revised changes (Option B) of Article 7 of City Code (see packet Article 7). So today, we needed to take an official vote.

   Director Walker also advised that the Article 7 (Option B) that Council Member Yerger presented was voted down, and the City Attorney's version of Ordinance 5518 (see packet Ordinance No. 5518 – Second Reading), with just 3 lines struck from the first paragraph, was being moved forward to 2nd reading on Tuesday, March 10th, 2020. Council Member Yerger was present to discuss submitting a recommendation to edit the Ordinance 5518 that is moving forward. Council Member Yerger presented his edit option, to make changes to Sections 7 & 8, striking out some wording and adding language to comply with State Statute and the Nebraska Library Commission Manual.

   Discussion was held on both topics. Board Member Underwood made a motion to send to council, that the Library Board approved the original Article 7 edits that were presented by Council Member Yerger, and was seconded by Board Member Adamson. Ayes: Jirsak, Kment, Underwood & Adamson. Motion carried.

   Discussion was held on the new edits to Ordinance 5518. The board stated that although they preferred the first edits that were voted down, they now support these edits to Ordinance 5518 - editing Sections 7 & 8. Board Member Adamson made a motion to recommend to city council to edit sections 7 & 8 as offered by Council Member Yerger, and was seconded by Board Member Underwood. Ayes: Jirsak, Underwood & Adamson. Motion carried.

   Discussion was held on who would attend the board meeting on Tuesday to provide the Board's recommendations and support for changes.

With no further business, motion to adjourn was made at 9:45 a.m. with Board Member Adamson making the motion and Board Member Underwood seconding it. Motion carried.

Next regular meeting will be held at the library on March 16, 2020 at 6:30 pm.

(Signed) by Tina Walker, Library Director

DRAFT

SPECIAL MEETING
Keene Memorial Library Board Meeting
Keene Memorial Library
1030 N. Broad St., Fremont NE
9:00 A.M.
March 9, 2020

AGENDA

1. Call to Order/Notice of Meeting

2. Roll Call

3. City Council item - Ordinance 5518

Next Meeting Monday March 16th at 6:30 PM - Keene Memorial Library

Agenda posted online at www.fremontne.gov/library and emailed to Library Board members on March 5, 2020. This meeting is preceded by publicized notice in the Fremont Tribune and the agenda is displayed in the Administration Office at Keene Memorial Library, 1030 North Broad Street. A Copy of the Open Meeting Law is posted at the entrances of the meeting rooms. The Library Board reserves the right to go into Executive Session at any time. The Library Board reserves the right to adjust the order of items on this agenda.

DRAFT

ORDINANCE NO. 5518
(with Board Amendments)

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, REPEALING AND REPLACING CHAPTER 3, ARTICLE 7 OF THE FREMONT MUNICIPAL CODE AND ALL OTHER ORDINANCES OR PART OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

ARTICLE 7. – LIBRARY

§3-701. - Municipal Library; General Powers and Duties.

1. The City owns and manages the public Library (Keene Memorial Library) through an appointed Library Board. The City Council, for the purpose of defraying the cost of the management, purchases, improvements, and maintenance of the Library may each year levy a tax not exceeding the maximum limit prescribed by State law, on the actual valuation of all real estate and personal property within the City that is subject to taxation. The revenue from the said tax shall be known as the Library Fund and shall include all gifts, grants, deeds of conveyance, bequests, or other valuable income-producing personal property and real estate from any source for the purpose of endowing the City Library. The Library Fund shall at all times be in the custody of the Director of Finance.

2. The Library Board shall have the power and authority to select and appoint a suitable librarian (Library Director) and assistants (library staff) as they may deem necessary, fix the compensation of said appointees and remove such appointees at the pleasure of the Board; the Board may also pass such other rules and regulations for the operation of the Library as may be proper for its efficient operation. Personnel administrative or compensation policies and procedures applying to a director or an employee of the Library shall be approved by the City Council prior to implementation. The Library Board shall provide input, and operate within, the constraints of the City's budget and shall adhere to other applicable employment and personnel guidelines approved by the City Council.

   a) The Librarian shall generally supervise the property and operations of the Public Library. The Librarian shall be accountable to the Board and the approving authority.

   b) The Library Director (Librarian) shall advise and serve as the liaison between the Library Board and the Mayor and City Council in regard to the implementing City Council approved policies and directives as well as the Library's budget; its daily operation, maintenance, and development; and personnel of the public library, and shall recommend to the City Council for their approval any staffing and compensation matters, and any library by-laws, rules and regulations, or changes in by-laws, rules, and regulations recommended by the Library Board for the protection and development of the public library.

3. The Library Board shall be responsible for the intellectual content and development of the library.

§ 3-702. - Municipal Library; Damaged and Lost Materials.

Any person who damages or fails to return any materials taken from the Library shall forfeit and pay to the Library not less than the value of the materials in addition to any replacement costs and penalty which the Library Board may assess.

§ 3-703. - Municipal Library; Material Removal.

It shall be unlawful for any person not authorized by the regulations made by the Library Board to take materials from the Library, without the consent of the Librarian, or an authorized employee of the Library. Any person removing materials from the Library without properly checking it out shall be subject to, and referred for, appropriate legal prosecution.

§ 3-704. - Municipal Library; Cost and Use.

The public library shall provide free library cards for use by the inhabitants of the City or those who own property within the City limits. The Library Director may exclude from the use of the Library any person who shall willfully violate or refuse to comply with the rules and regulations established for the government thereof.

§ 3-705. – Municipal Library; Library Board.

1. The Library Board shall consist of five (5) appointed members who shall reside within the City limits of Fremont, and who shall serve terms of four (4) years. The Mayor shall appoint the members of the Library Board with the consent of the City Council. The Mayor, members of the Council and City Administration, or City staff shall not be appointed to be a member of the Library Board. The terms of members serving on the effective date of a change in the number of members shall not be shortened, and any successors to those members shall be appointed as the terms of those members expire. In case of any vacancy by resignation, removal, or otherwise, the Mayor shall fill the vacancy for the unexpired term with the consent of the Council.

2. No member shall receive any pay or compensation for any services rendered as a member of the Library Board.

3. At the time of the Board's first (1st) meeting in June of each year, the Board shall organize by selecting from their number a Chairperson and Secretary. No member of the Library Board shall serve in the capacity of both the Chairperson and Secretary of the Board. It shall be the duty of the Secretary to keep minutes of all meetings, and to timely file the same with the City Clerk as public records. The Library Board shall conduct their meetings in compliance with the open meetings laws of the State.

4. A majority of the Board members shall constitute a quorum for the transaction of business. The Board shall establish regular meeting dates and meet at such times as the City Council may request~~require~~. Special meetings may be held upon the call of the Chairperson, or a majority of the members of the Board.

5. A~~ll a~~ctions of the Library Board shall be subject to~~-~~ provisions set forth in the NE Library Statutes and the Nebraska Library Commission Manual; actions of the Board are under the purview~~the review and control~~ of the City Council as prescribed therein.

§ 3-706. - Library Board; annual report.

The Library Board shall, on or before the second Monday in February, or upon request, and with advance consent of the City Council, no later than April 30 each year, make a report to the City Council the condition of its trust on the last day of the prior fiscal year. The report shall also show all money received and credited or expended; the number of materials held, including books, video and audio materials, software programs, and materials in other formats; the number of periodical subscriptions on record, including newspapers; the number of materials added and the number withdrawn from the collection during the year; the number of materials circulated during the year; and other statistics, information, and suggestions as the Library Board may deem of general interest or as the City Council may require.

§ 3-707. - Internet access.

It is the policy of the City of Fremont that all public internet access funded in whole or in part by the City will meet standards set by the Children's Internet Protection Act. The annual report of the Library Board shall certify compliance with the Children's Internet Protection Act.

SECTION II. REPEAL OF CONFLICTING ORDINANCES. This Ordinance of the City of Fremont, Nebraska, repeals and replaces Chapter 3, Article 7 of the Fremont Municipal Code in its entirety. A~~That and a~~ny other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION III. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval, and publication according to law. This ordinance shall be published in pamphlet form on December 27, 2019 and distributed as a City Ordinance.
PASSED AND APPROVED THIS 12th DAY OF DECEMBER, 2019.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

ORDINANCE NO. 5518
(Second Reading)

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, REPEALING AND REPLACING CHAPTER 3, ARTICLE 7, SECTIONS 3-701 AND 3-705 OF THE FREMONT MUNICIPAL CODE AND ALL OTHER ORDINANCES OR PART OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

SECTION I.
Chapter 3, Article 7, Section 3-701 - Municipal Library; Operation and Funding;
The City owns and manages the City Library, Reading Room, Art Gallery, and Museum through the Library Board. The City Council, for the purpose of defraying the cost of the management, purchases, improvements, and maintenance of the Library may each year levy a tax not exceeding the maximum limit prescribed by State law, on the actual valuation of all real estate and personal property within the City that is subject to taxation. The revenue from the said tax shall be known as the Library Fund and shall include all gifts, grants, deeds of conveyance, bequests, or other valuable income-producing personal property and real estate from any source for the purpose of endowing the City Library. The Library Fund shall at all times be in the custody of the Director of Finance. ~~The Board shall have the power and authority to appoint the librarian and to hire such other employees as they may deem necessary and may pass such other rules and regulations for the operation of the Library, Reading Room, Art Gallery, and Museum as may be proper for their efficient operation.~~

Chapter 3, Article 7, Section 3-705 - LIBRARY BOARD;
(1) The Library Board shall consist of five (5) appointed members who shall be residents of the Municipality and who shall serve terms of four (4) years. The Mayor shall appoint the members of the Library Board with the consent of the City Council. Neither the Mayor nor any member of the Council shall be a member of the Library Board. The terms of members serving on the effective date of a change in the number of members shall not be shortened, and any successors to those members shall be appointed as the terms of those members expire. In case of any vacancy by resignation, removal, or otherwise, the Mayor shall fill the vacancy for the unexpired term with the consent of the Council.

(2) No member shall receive any pay or compensation for any services rendered as a member of the Library Board.

(3) At the time of the Board's first (1st) meeting in June of each year, the Board shall organize by selecting from their number a Chairperson and Secretary. No member of the Library Board shall serve in the capacity of both the Chairperson and Secretary of the Board. It shall be the duty of the Secretary to keep minutes of all meetings, and to timely file the same with the City Clerk as public records.

(4) A majority of the Board members shall constitute a quorum for the transaction of business. The Board shall meet at such times as the City Council may designate. Special meetings may

be held upon the call of the Chairperson, or a majority of the members of the Board.

(5) The Library Board shall advise the Mayor and City Council in regard to the operation, maintenance, ~~and~~ development and personnel of the Public Library, and shall recommend to the City Council by-laws, rules and regulations, or changes in by-laws, rules, and regulations for the protection and development of the public library.

(6) The Library Board shall be responsible for the intellectual content and development of the library.

(7) The Librarian shall be appointed by the Mayor with the advice of the Library Board and the consent of the City Council. The Librarian shall generally supervise the staff, property and operations of the Public Library. The Librarian shall be accountable to the Board. ~~but will work under the supervision of the City Administrator.~~

(8) All actions of the Library Board~~Commission~~ shall be subject to provisions set forth in the Library Statutes of the State of Nebraska and the Nebraska Library Commission Manual; actions of the Board are under the purview of the City Council as prescribed therein~~. the review and control of the City Council.~~

SECTION II. REPEAL OF CONFLICTING ORDINANCES. That and any other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION III. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval, and publication according to law. This ordinance shall be published in pamphlet form on January 29, 2020 and distributed as a City Ordinance.

PASSED AND APPROVED THIS DAY OF _____ , 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

ORDINANCE NO. 5518 **OPTION B**
(with Board Amendments)

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, REPEALING AND REPLACING CHAPTER 3, ARTICLE 7 OF THE FREMONT MUNICIPAL CODE AND ALL OTHER ORDINANCES OR PART OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

ARTICLE 7. – LIBRARY

§3-701. - Municipal Library; General Powers and Duties.

1. The City owns and manages the public Library (Keene Memorial Library) through an appointed Library Board. The City Council, for the purpose of defraying the cost of the management, purchases, improvements, and maintenance of the Library may each year levy a tax not exceeding the maximum limit prescribed by State law, on the actual valuation of all real estate and personal property within the City that is subject to taxation. The revenue from the said tax shall be known as the Library Fund and shall include all gifts, grants, deeds of conveyance, bequests, or other valuable income-producing personal property and real estate from any source for the purpose of endowing the City Library. The Library Fund shall at all times be in the custody of the Director of Finance.

2. The Library Board shall have the power and authority to select and appoint a suitable librarian (Library Director) and assistants (library staff) as they may deem necessary, fix the compensation of said appointees and remove such appointees at the pleasure of the Board; the Board may also pass such other rules and regulations for the operation of the Library as may be proper for its efficient operation. Personnel administrative or compensation policies and procedures applying to a director or an employee of the Library shall be approved by the City Council prior to implementation. The Library Board shall provide input, and operate within, the constraints of the City's budget and shall adhere to other applicable employment and personnel guidelines approved by the City Council.

   a) The Librarian shall generally supervise the property and operations of the Public Library. The Librarian shall be accountable to the Board and the approving authority.

   b) The Library Director (Librarian) shall advise and serve as the liaison between the Library Board and the Mayor and City Council in regard to the implementing City Council approved policies and directives as well as the Library's budget; its daily operation, maintenance, and development; and personnel of the public library, and shall recommend to the City Council for their approval any staffing and compensation matters, and any library by-laws, rules and regulations, or changes in by-laws, rules, and regulations recommended by the Library Board for the protection and development of the public library.

3. The Library Board shall be responsible for the intellectual content and development of the library.

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4. A majority of the Board members shall constitute a quorum for the transaction of business. The Board shall establish regular meeting dates and meet at such times as the City Council may request~~require~~. Special meetings may be held upon the call of the Chairperson, or a majority of the members of the Board.

5. A~~ll a~~ctions of the Library Board shall be subject to- provisions set forth in the NE Library Statutes and the Nebraska Library Commission Manual; actions of the Board are under the purview~~the review and control~~ of the City Council as prescribed therein.

§ 3-706. - Library Board; annual report.

The Library Board shall, on or before the second Monday in February, or upon request, and with advance consent of the City Council, no later than April 30 each year, make a report to the City Council the condition of its trust on the last day of the prior fiscal year. The report shall also show all money received and credited or expended; the number of materials held, including books, video and audio materials, software programs, and materials in other formats; the number of periodical subscriptions on record, including newspapers; the number of materials added and the number withdrawn from the collection during the year; the number of materials circulated during the year; and other statistics, information, and suggestions as the Library Board may deem of general interest or as the City Council may require.

§ 3-707. - Internet access.

It is the policy of the City of Fremont that all public internet access funded in whole or in part by the City will meet standards set by the Children's Internet Protection Act. The annual report of the Library Board shall certify compliance with the Children's Internet Protection Act.

SECTION II. REPEAL OF CONFLICTING ORDINANCES. This Ordinance of the City of Fremont, Nebraska, repeals and replaces Chapter 3, Article 7 of the Fremont Municipal Code in its entirety .A~~That and a~~ny other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION III. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval, and publication according to law. This ordinance shall be published in pamphlet form on December 27, 2019 and distributed as a City Ordinance.
PASSED AND APPROVED THIS 12th DAY OF DECEMBER, 2019.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: March 31, 2020

SUBJECT: Requests to waive Business Improvement District #1 Assessments

Recommendation:	Consider authorizing assessment waivers on two properties from BID assessments

Background:

On February 25, 2020 the City Council approved assessments for the Downtown Business Improvement District #1. Subsequently, the City Clerk's office received requests for further consideration to waive assessments on two properties.

309-311 E. 8th

235 W. 8th

Fiscal Impact:

309-311 E. 8th = $124.24

235 W. 8th = $212.34

$336.58 in reduced revenue to BID#1

Ficken, Tyler

From: Nik Beninato <nik.beninato@gmail.com>
Sent: Friday, March 13, 2020 10:31 AM
To: Ficken, Tyler
Subject: Re: Downtown property assessment

Tyler-

I was not at the council meeting, but was informed that I will have to pay an assessment on the property I own at 309-311 E 8th in Fremont. It is a duplex that is used for 100% residential purposes. Please let me know what I need to do to avoid paying this assessment. Thanks for your help. Have a good weekend!

On Thu, Mar 12, 2020 at 3:46 PM Ficken, Tyler <Tyler.Ficken@fremontne.gov> wrote:

> Nik,
>
> My Email is tyler.ficken@fremontne.gov
>
> CITY OF FREMONT NEBRASKA
>
> Tyler Ficken
>
> City Clerk
>
> 400 East Military Avenue
>
> Fremont, NE 68025
>
> 402.727.2630
>
> www.fremontne.gov

--
Nik Beninato | Associate Broker
Don Peterson and Associates
100 E. 6th | Fremont, NE 68025
O: 402.721.9700 | C: 402.682.1691

Special Assessment Exemption Application Form

Business Improvements District #1

Owner Name/Business Name: WINNETOON LLC
Exempt Property Address: 309 - 311 E 8TH, FREMONT, NE 68025
Parcel ID # 270002079
Owner Mailing Address: 100 E 6TH ST, FREMONT, NE 68025-5030 USA
Telephone Number:

Select Only One

Single Family Residential Property	or	**Combined Use Commercial**	
100% of the property is used as single family residential		What percentage of the property is used by the owner for personal and family living space?	
		Owner Occupied Living Space %:	

Under penalties of law. I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Nik Berinato, member

Signature of Applicant

1-20-2020

Date

Nik Berinato, member

Printed Name of Applicant

Dodge County Assessor

Assessor Hub provided by Vanguard Appraisals, Inc

Parcel Number:	270002079
Computer ID:	2391-23-2-00000-115-0000
Deed Holder:	WINNETOON LLC
Property Address:	309-311 E 8TH ST FREMONT, NE 68025-0000 MAP THIS ADDRESS
Mailing Address:	100 E 6TH ST FREMONT, NE 68025-5030 USA
Status:	IMPROVED
Use:	SINGLE FAMILY
Zoning:	SINGLE FAMILY
Location:	URBAN
City Size:	12,001 - 100,000
Lot Size:	1 SF - 10,000 SF
Map Area:	00301 NBHD
Subdivision:	91005 ORIGINAL TOWN
Sec-Twp-Rng:	--
Lot-Block:	3-4-115
Assessor Location:	FREMONT
Legal Description:	OT N68' LOTS 3 & 4 BLK 115 & TL 180 (NOT TO BE USED ON LEGAL DOCUMENTS)
Property Report:	PROPERTY REPORT (PDF FILE)

Pin 270002079 Photo

1 / 1

Taxing Districts

District	Description
Ag Society	AG SOCIETY
City/Municipality	FREMONT
Community College	METRO COLLEGE
County	COUNTY
ESU	ESU #2
Fire	NONE
JPA	NONE
NRD	NRD PLATTE
SID	NONE
School Bonds	F-1 SCHL BONDS
School Bonds 2	F-1 SCHL BOND K-8 2000
School District	27-0001 FREMONT
TIF	NONE

Township	[EMPTY]
Master	1-FREMONT CITY

Current Value Information

Land Value	Dwelling Value	Improvement Value	Total Value
$18,848	$58,223	$0	$77,071

Tax Information

Taxable Value	Exempt Value	Net Taxable Value	Levy	Gross Tax	Homestead Loss	Ag Land Tax Credit	Used Tax Credit	Net Tax
$77,071	$0	$77,071	2.047225	$1,577.90	$0.00	$0.00	$80.28	$1,497.62

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes.
Please click link below for accurate Tax Information
Get Official Taxes

Prior Year Value Information

Year	Land	Dwelling Value	Improvement Value	Total Value
2019	$18,848	$58,223	$0	$77,071
2018	$17,950	$55,450	$0	$73,400

More Years...

Land Information

Lot Type	Square Feet	Acres
Lump Sum	8,976	0.210

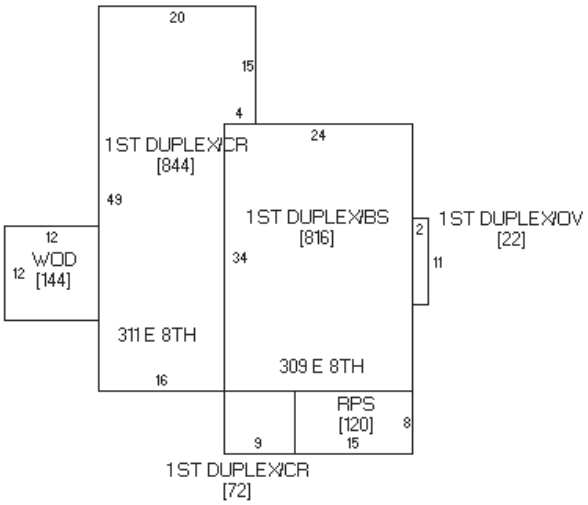
Residential Building Information

Occupancy	Style	Year Built	Total Living Area
Two-Family Duplex	1 Story Frame	1917	1,754

Sale Information

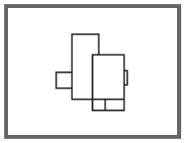
Sale Date	Amount	Non-Useable Transaction Code	Recording
03/08/2019	$0	999 - UNKNOWN	2019 ~1100
03/08/2019	$85,000	0 - NORMAL ARMS-LENGTH TRANSACTION	2019 ~1099
06/02/2017	$0	2 - ZONING AFFECTED	2017 ~02677
06/21/2007	$30,000	999 - UNKNOWN	2007 ~3937
03/28/1994	$40,500	0 - NORMAL ARMS-LENGTH TRANSACTION	234 ~542
02/28/1992	$36,500	0 - NORMAL ARMS-LENGTH TRANSACTION	218 ~96

Sketch

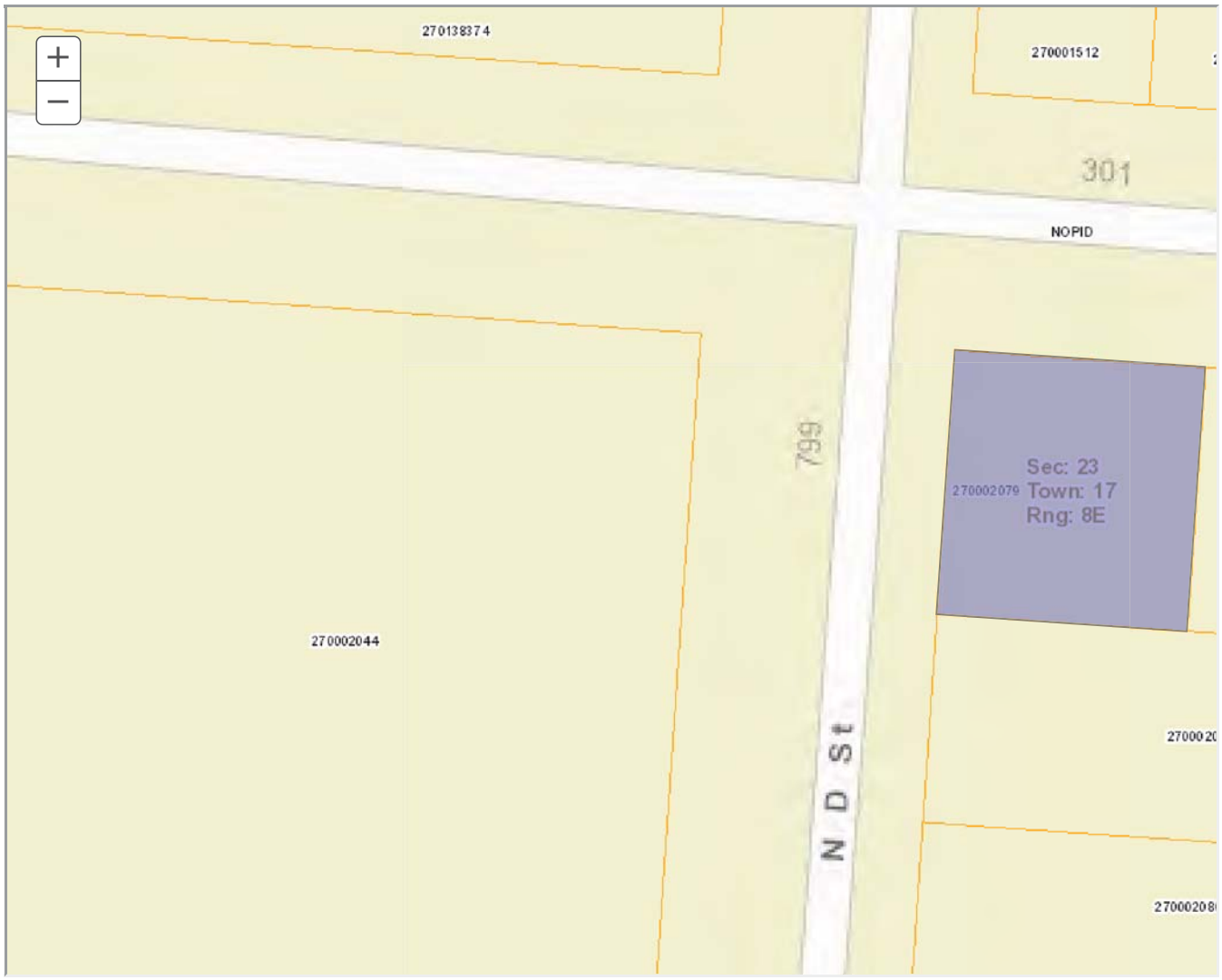


Sketch of Pin 270002079

1 / 1



GIS Map Information


270138374
270001512
301
NOPID
799
N D St
270002044
270002079
Sec: 23
Town: 17
Rng: 8E

Ficken, Tyler

From: Jensen, Annett <annett.jensen@nebraska.gov>
Sent: Friday, March 13, 2020 12:31 PM
To: Ficken, Tyler
Subject: Bussines improfment

To whom it may concern :

My Name is Annett Jensen I live at 235 W 8th Street in Fremont Ne I recived a notice to pay a

2019 Assessment for #1 Business Improvement in the amount of 212.34 Customer NO : 1361/1361

This address is a resudental house that we have lived in for 25 years I do not think we should be

Paying this

Respectfully Annett Jensen

Thank you!
Annett

Annett Jensen, Drug Technician
District 6 Probation
2860 W. 23rd Drive / Fremont, NE 68025
(402) 727-2790 ext.2011

CONFIDENTIALITY NOTICE: This message (including any attachments) may contain confidential information, protected by law. If this message is confidential, forwarding it to individuals, other than those with a need to know, without the permission of the sender, is prohibited. This message is also intended for a specific individual. If you are not the intended recipient, you should delete this message and are hereby notified that any disclosure, copying, or distribution of this message or taking of any action based upon it, is strictly prohibited.

Dodge County Assessor

Assessor Hub provided by Vanguard Appraisals, Inc

Parcel Number:	270001939
Computer ID:	1-2-588
Deed Holder:	JENSEN, ROBIE L & ANNETT P
Property Address:	235 W 8TH FREMONT, NE 68025-0000 MAP THIS ADDRESS
Mailing Address:	235 W 8TH FREMONT, NE 68025-0000 USA
Status:	IMPROVED
Use:	SINGLE FAMILY
Zoning:	SINGLE FAMILY
Location:	URBAN
City Size:	12,001 - 100,000
Lot Size:	1 SF - 10,000 SF
Map Area:	00301 NBHD
Subdivision:	91005 ORIGINAL TOWN
Sec-Twp-Rng:	--
Lot-Block:	-
Assessor Location:	FREMONT
Legal Description:	OT LOT 4 & E13-1/3' LOT 5 BLK 111 & TL 154 (NOT TO BE USED ON LEGAL DOCUMENTS)
Property Report:	PROPERTY REPORT (PDF FILE)

Pin 270001939 Photo

1 / 1

Taxing Districts

District	Description
Ag Society	AG SOCIETY
City/Municipality	FREMONT
Community College	METRO COLLEGE
County	COUNTY
ESU	ESU #2
Fire	NONE
JPA	NONE
NRD	NRD PLATTE
SID	NONE
School Bonds	F-1 SCHL BONDS
School Bonds 2	F-1 SCHL BOND K-8 2000
School District	27-0001 FREMONT

TIF	NONE
Township	[EMPTY]
Master	1-FREMONT CITY

Current Value Information

Land Value	Dwelling Value	Improvement Value	Total Value
$16,170	$115,558	$0	$131,728

Tax Information

Taxable Value	Exempt Value	Net Taxable Value	Levy	Gross Tax	Homestead Loss	Ag Land Tax Credit	Used Tax Credit	Net Tax
$131,728	$0	$131,728	2.047225	$2,696.82	$0.00	$0.00	$137.20	$2,559.62

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes.
Please click link below for accurate Tax Information
Get Official Taxes

Prior Year Value Information

Year	Land	Dwelling Value	Improvement Value	Total Value
2019	$16,170	$115,558	$0	$131,728
2018	$15,400	$110,055	$0	$125,455

More Years...

Land Information

Lot Type	Square Feet	Acres
Sq. Ft x Rate	8,400	0.190

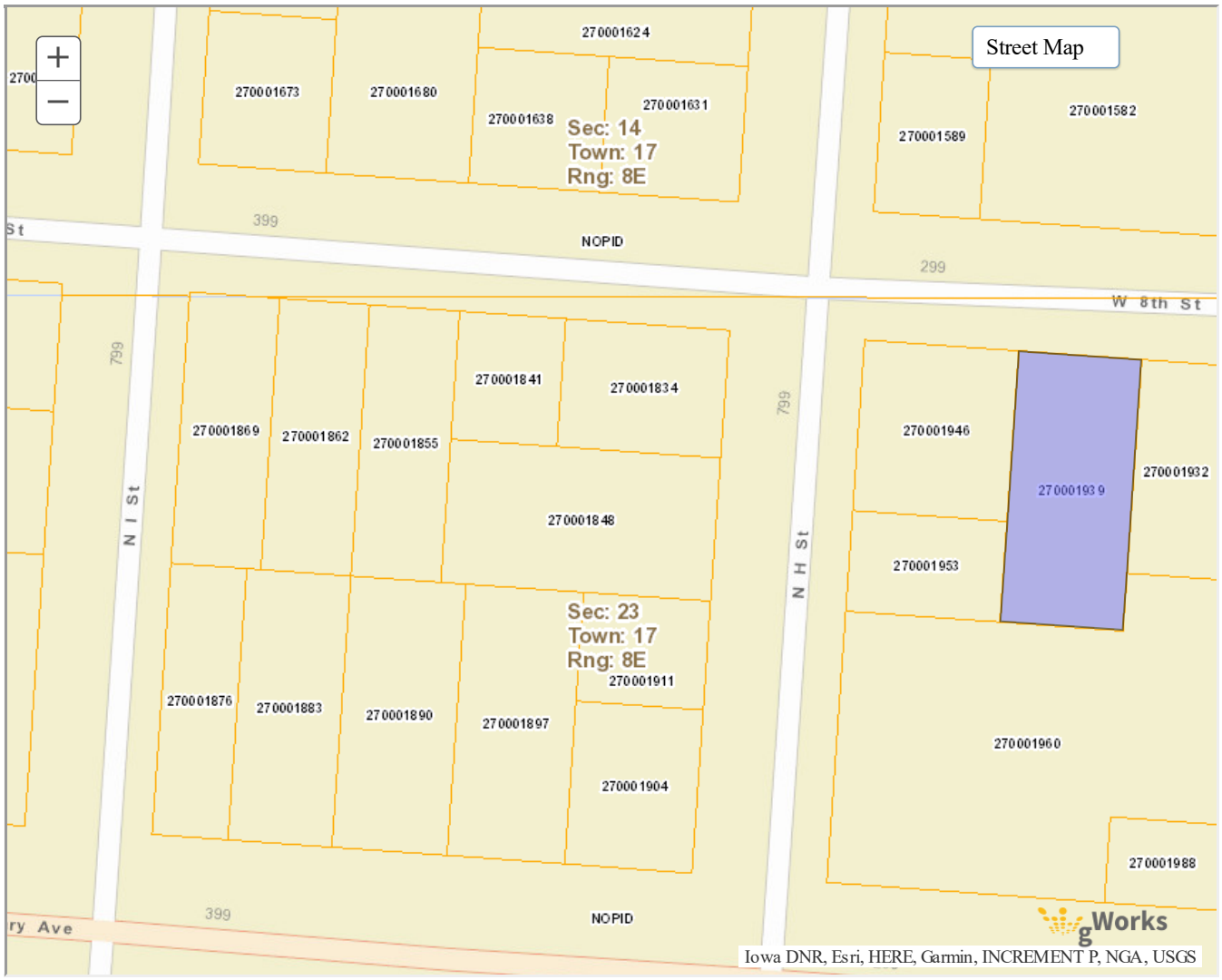
Residential Building Information

Occupancy	Style	Year Built	Total Living Area
Single-Family / Owner Occupied	1 1/2 Story Frame	1935	1,760

Sale Information

Sale Date	Amount	Non-Useable Transaction Code	Recording
10/10/2000	$77,000	0 - NORMAL ARMS-LENGTH TRANSACTION	2000 ~7422
11/20/1996	$0	999 - UNKNOWN	251 ~409
12/08/1994	$68,500	0 - NORMAL ARMS-LENGTH TRANSACTION	239 ~723

GIS Map Information


Street Map
270001624
270001673
270001680
270001638
270001631
Sec: 14
Town: 17
Rng: 8E
270001589
270001582
399
NOPID
299
W 8th St
799
N I St
270001841
270001834
270001869
270001862
270001855
270001848
270001946
270001939
270001932
270001953
N H St
Sec: 23
Town: 17
Rng: 8E
270001911
270001876
270001883
270001890
270001897
270001904
270001960
270001988
399
NOPID
ry Ave
gWorks
Iowa DNR, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: March 31, 2020

SUBJECT: Request to reduce Business Improvement District #1 Assessments

Recommendation: Consider reducing BID#1 assessments due to tax protests

Background:

On February 25, 2020 the City Council approved assessments for the Downtown Business Improvement District #1. Subsequently, the City Clerk's office received a request for further consideration to reduce assessments resulting from property tax protests.

Property	Current assessment due	New assessment due
306 E. 3rd Street	$99,098.00/$159.74	$127.93
235 – 237 W. 6th St.	$188,508.00/303.87	$222.59
239 W. 6th St.	$53,993.00/$87.03	$58.17
	TOTAL:$505.64	TOTAL:$408.69

Fiscal Impact: Revenue Generated by the Business Improvement District #1 would be reduced by $141.95

GARY PEBLEY
237 WEST 6TH STREET
FREMONT NE 68025
(402)727-6253

March 25, 2020

City of Fremont
Attn: Tyler Ficken
400 East Military
Fremont NE 68025
FAX: 402-727-2667

RE: 2019 BID Assessment

Dear Tyler:

As discussed, we ask that the assessment be recalculated for the following properties due to a discrepancy between the assessed values found on the Dodge County Assessor website and the assessed values per the Nebraska Tax Equalization and Review Commission determinations. Evidence included with this request are the determinations by the Nebraska Tax Equalization and Review Commission for the following properties:

Parcel #270002793, 235-237 West 6th Street
Parcel #270002800, 239 West 6th Street
Parcel #270004123, 306 East 3rd Street

Based on the updated assessed values, please find the new assessment amount written in on the current City of Fremont invoices also included with this correspondence.

Thank you for your attention into this request.

Sincerely,

Gary D. Pebley

Gary Pebley

Enclosures

GARY PEBLEY
BID ASSESSMENT
REQUESTED ADJUSTMENTS

PARCEL #	PROPERTY ADDRESS	VALUE/WEB SITE	VALUE/COMM	CHANGE
270002793	235-237 W 6TH STREET	$ 188,508.00	$ 135,851.00	$ (52,657.00)
270002800	239 W 6TH STREET	$ 53,993.00	$ 36,067.00	$ (17,926.00)
270004123	306 E 3RD STREET	$ 99,098.00	$ 79,310.00	$ (19,788.00)

235-237 W 6th Street

BEFORE THE NEBRASKA TAX EQUALIZATION AND REVIEW COMMISSION

Gary D. Pebley Appellant, v. Dodge County Board of Equalization, Appellee.	Case No: 19C 0085 FINDINGS AND ORDER (Confession of Judgment)

THE COMMISSION, BEING FULLY INFORMED IN THE PREMISES, FINDS AND DETERMINES AS FOLLOWS:

1. Pursuant to Neb. Rev. Stat. §77-5007 (Reissue 2018) and §77-5017 (Reissue 2018), the Commission has jurisdiction over the parties hereto and over the subject matter of this appeal.

2. The subject matter in this appeal is the taxable value of certain real property described in the appeal, for tax year 2019.

3. The Dodge County Board of Equalization determined that the real property which is the subject matter of this appeal had a taxable value of $188,508.00.

4. Appellant appealed August 22, 2019, alleging that taxable value determined by the Dodge County Board of Equalization was excessive.

5. The Dodge County Board of Equalization offered to Confess Judgment on November 4, 2019. That offer, if accepted by the Appellant, would result in a taxable value for the real property described in this appeal of $135,851.00 for tax year 2019.

6. Appellant accepted the Dodge County Board of Equalization's Offer to Confess Judgment on November 4, 2019.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. The Dodge County Board of Equalization's Confession of Judgment is hereby approved.

2. The order of the Dodge County Board of Equalization, which set the taxable value of the subject property for tax year 2019, is hereby vacated and set aside.

3. The taxable value of the subject property, legally described as Parcel Number 270002793, Dodge County, Nebraska, for tax year 2019, shall be as follows:

Land	$ 41,375.00
Improvements	$ 94,476.00
Total	$135,851.00

4. This decision, if no appeal is filed, shall be certified within thirty days to the Dodge County Treasurer, and the Dodge County Assessor, pursuant to Neb. Rev. Stat. §77-5018 (Reissue 2018).

5. Any request for relief by any party not specifically granted by this order is denied.

6. This order shall not be used or construed as a determination of the assessed value of the subject property in any other proceeding pertaining to the valuation of the subject property for any tax year other than tax year 2019.

7. Each party is to bear its own costs in this matter.

SIGNED AND SEALED November 15, 2019

SEAL

Steven A. Keetle, Commissioner

Robert W. Hotz, Commissioner

James D. Kuhn, Commissioner

INVOICE

235-237 W 6th

CITY OF FREMONT
CITY CLERK
400 EAST MILITARY
FREMONT, NE 68025

(402) 727-2633

TO: PEBLEY, GARY 270002793
237 W 6TH
FREMONT, NE 68025

INVOICE NO: 14813
DATE: 3/09/20

CUSTOMER NO: 1238/1238 TYPE: B1 - #1 BUSINESS IMPRVMT DIST

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	2019 ASSESSMENT FOR #1 BUSINESS IMPROVEMENT DIST	303.87	303.87

New assessment = $218.99

TOTAL DUE: $303.87

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 3/09/20 DUE DATE: 4/15/20
CUSTOMER NO: 1238/1238

NAME: PEBLEY, GARY 270002793
TYPE: B1 - #1 BUSINESS IMPRVMT DIST

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF FREMONT
CITY CLERK
400 EAST MILITARY
FREMONT NE 68025

INVOICE NO: 14813
TERMS: NET 37 DAYS

AMOUNT: $303.87

239 W 6th Street

BEFORE THE NEBRASKA TAX EQUALIZATION AND REVIEW COMMISSION

Gary D. Pebley Appellant, v. Dodge County Board of Equalization, Appellee.	Case No: 19C 0084 FINDINGS AND ORDER (Confession of Judgment)

THE COMMISSION, BEING FULLY INFORMED IN THE PREMISES, FINDS AND DETERMINES AS FOLLOWS:

1. Pursuant to Neb. Rev. Stat. §77-5007 (Reissue 2018) and §77-5017 (Reissue 2018), the Commission has jurisdiction over the parties hereto and over the subject matter of this appeal.

2. The subject matter in this appeal is the taxable value of certain real property described in the appeal, for tax year 2019.

3. The Dodge County Board of Equalization determined that the real property which is the subject matter of this appeal had a taxable value of $53,993.00.

4. Appellant appealed August 22, 2019, alleging that taxable value determined by the Dodge County Board of Equalization was excessive.

5. The Dodge County Board of Equalization offered to Confess Judgment on November 4, 2019. That offer, if accepted by the Appellant, would result in a taxable value for the real property described in this appeal of $36,067.00 for tax year 2019.

6. Appellant accepted the Dodge County Board of Equalization's Offer to Confess Judgment on November 4, 2019.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. The Dodge County Board of Equalization's Confession of Judgment is hereby approved.

2. The order of the Dodge County Board of Equalization, which set the taxable value of the subject property for tax year 2019, is hereby vacated and set aside.

3. The taxable value of the subject property, legally described as Parcel Number 270002800, Dodge County, Nebraska, for tax year 2019, shall be as follows:

Land	$ 5,245.00
Improvements	$30,822.00
Total	$36,067.00

4. This decision, if no appeal is filed, shall be certified within thirty days to the Dodge County Treasurer, and the Dodge County Assessor, pursuant to Neb. Rev. Stat. §77-5018 (Reissue 2018).

5. Any request for relief by any party not specifically granted by this order is denied.

6. This order shall not be used or construed as a determination of the assessed value of the subject property in any other proceeding pertaining to the valuation of the subject property for any tax year other than tax year 2019.

7. Each party is to bear its own costs in this matter.

SIGNED AND SEALED November 15, 2019

SEAL

Steven A. Keetle, Commissioner

Robert W. Hotz, Commissioner

James D. Kuhn, Commissioner

INVOICE

239 W 6th

CITY OF FREMONT
CITY CLERK
400 EAST MILITARY
FREMONT, NE 68025

(402) 727-2633

TO: PEBLEY, GARY 270002800
237 W 6TH
FREMONT, NE 68025

INVOICE NO: 14814
DATE: 3/09/20

CUSTOMER NO: 1239/1239 TYPE: B1 - #1 BUSINESS IMPRVMT DIST

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	2019 ASSESSMENT FOR #1 BUSINESS IMPROVEMENT DIST	87.03	87.03

New assessment = $58.14

TOTAL DUE: $87.03

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 3/09/20 DUE DATE: 4/15/20
CUSTOMER NO: 1239/1239

NAME: PEBLEY, GARY 270002800
TYPE: B1 - #1 BUSINESS IMPRVMT DIST

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF FREMONT
CITY CLERK
400 EAST MILITARY
FREMONT NE 68025

INVOICE NO: 14814
TERMS: NET 37 DAYS

AMOUNT: $87.03

306 E 3rd Street

BEFORE THE NEBRASKA TAX EQUALIZATION AND REVIEW COMMISSION

Gary D. Pebley Appellant, v. Dodge County Board of Equalization, Appellee.	Case No: 18C 0028 FINDINGS AND ORDER (Confession of Judgment)

THE COMMISSION, BEING FULLY INFORMED IN THE PREMISES, FINDS AND DETERMINES AS FOLLOWS:

1. Pursuant to Neb. Rev. Stat. §77-5007 (Reissue 2018) and §77-5017 (Reissue 2018), the Commission has jurisdiction over the parties hereto and over the subject matter of this appeal.

2. The subject matter in this appeal is the taxable value of certain real property described in the appeal, for tax year 2018.

3. The Dodge County Board of Equalization determined that the real property which is the subject matter of this appeal had a taxable value of $92,935.00.

4. Appellant appealed August 15, 2018, alleging that taxable value determined by the Dodge County Board of Equalization was excessive.

5. The Dodge County Board of Equalization offered to Confess Judgment on November 4, 2019. That offer, if accepted by the Appellant, would result in a taxable value for the real property described in this appeal of $79,310.00 for tax year 2018.

6. Appellant accepted the Dodge County Board of Equalization's Offer to Confess Judgment on November 4, 2019.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. The Dodge County Board of Equalization's Confession of Judgment is hereby approved.

2. The order of the Dodge County Board of Equalization, which set the taxable value of the subject property for tax year 2018, is hereby vacated and set aside.

3. The taxable value of the subject property, legally described as Parcel Number 270004123, Dodge County, Nebraska, for tax year 2018, shall be as follows:

Land	$41,580.00
Improvements	$37,730.00
Total	$79,310.00

4. This decision, if no appeal is filed, shall be certified within thirty days to the Dodge County Treasurer, and the Dodge County Assessor, pursuant to Neb. Rev. Stat. §77-5018 (Reissue 2018).

5. Any request for relief by any party not specifically granted by this order is denied.

6. This order shall not be used or construed as a determination of the assessed value of the subject property in any other proceeding pertaining to the valuation of the subject property for any tax year other than tax year 2018.

7. Each party is to bear its own costs in this matter.

SIGNED AND SEALED November 15, 2019

SEAL

Steven A. Keetle, Commissioner

Robert W. Hotz, Commissioner

James D. Kuhn, Commissioner

INVOICE

306 E 3rd

CITY OF FREMONT
CITY CLERK
400 EAST MILITARY
FREMONT, NE 68025

(402) 727-2633

TO: PEBLEY, GARY 270004123
237 W 6TH
FREMONT, NE 68025

INVOICE NO: 14702
DATE: 3/09/20

CUSTOMER NO: 1108/1108 TYPE: B1 - #1 BUSINESS IMPRVMT DIST

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	2019 ASSESSMENT FOR #1 BUSINESS IMPROVEMENT DIST	159.74	159.74

New Assessment = $127.84

TOTAL DUE: $159.74

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 3/09/20 DUE DATE: 4/15/20
CUSTOMER NO: 1108/1108

NAME: PEBLEY, GARY 270004123
TYPE: B1 - #1 BUSINESS IMPRVMT DIST

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF FREMONT
CITY CLERK
400 EAST MILITARY
FREMONT NE 68025

INVOICE NO: 14702
TERMS: NET 37 DAYS

AMOUNT: $159.74

STAFF REPORT

TO: Honorable Mayor and City Council

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

DATE: March 31, 2020

SUBJECT: Bell Street Asphalt Overlay Project

Recommendation:	Resolution 2020-070 Award Construction Management Agreement to Civil Solutions, LLC.

Background:

Proposals for Engineering Construction Management Service were accepted and opened for the project Bell Street Asphalt Overlay Project on March 23, 2020, three (3) proposals were received. The Bell Street Asphalt Overlay Project consists of a mill and 2 inch asphalt overlay, sidewalk, drainage, and utility improvements on Bell Street from Linden Avenue to 23rd Street. The project's scope of services is for Construction Management Services, and all other local, state, and federal requirements necessary for completion of the construction phase of the project in the City of Fremont, Nebraska. Civil Solutions, LLC has been selected as the engineering consultant based on timeline for design work, scope of work, hours worked and cost, and prior experience on related projects.

Fiscal Impact:

Civil Solutions, LLC. of Omaha, Nebraska was the best value priced proposal in the amount of $24,910.00 with the funds coming out of the Street Fund.

Civil Solutions, LLC

16439 Briar Street
Omaha, NE 68136-4154
402-895-5633

March 22, 2020

Ms. Veronica Trujillo (via email)
City of Fremont, NE
400 East Military
Fremont, NE 68025

RE: Bell Street Asphalt Overlay Project – Fremont, NE
Construction Engineering Services

Dear Ms. Trujillo,

Civil Solutions is pleased to present the attached proposal to the City of Fremont for Construction Engineering Services for the Bell Street Asphalt Overlay Project. Civil Solutions is a partnership with a combined experience of over sixty (60) years in engineering design and construction management.

Daniel E. Norman, P.E. will be the primary contact person onsite if Civil Solutions is selected for this project. Mr. Norman is scheduled to be in Fremont, NE this spring conducting construction management for the South Johnson Road Project. We feel confident that both projects can be overseen at the same time by the same engineer. In the event that critical items are being constructed at both projects at the same time, Kelly G. Thompson, P.E. will be available to assist.

We trust that our proposal meets or exceeds your expectations, and we hope to hear from you soon.

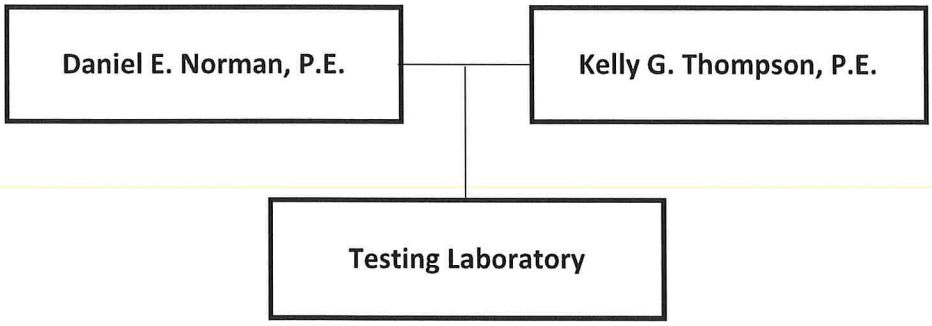
Thank you for the opportunity. We greatly appreciate it.

Sincerely,
Civil Solutions, LLC

Daniel E. Norman

Daniel E. Norman, P.E.

ORGANIZATION CHART FOR CONSTRUCTION ENGINEERING SERVICES



PROJECT UNDERSTANDING AND APPROACH

Civil Solutions has over 60 years of combined engineering/construction experience between the two managing partners. We also have another professional engineer that works with us on a part-time basis. Her experience includes 4 years of experience working in the Roadway Design Division of the Nebraska Department of Transportation.

This is an asphalt overlay project that begins at the intersection of Linden Avenue and Bell Street and extends north on Bell Street to 23rd Street. Along with the asphalt overlay, the project includes manhole and water valve box adjustments, inlet reconstruction, sidewalk ramps, replacement of approximately 16 vehicle loop detectors, and other miscellaneous work as shown on the Plans.

We understand the scope of work for this project includes, but is not limited to, the following items:

- *Conduct Preconstruction Conference and provide meeting minutes*
- *Temporary Traffic Control Assurance* ***(Extremely important due to the traffic volume on Bell Street)***
- *Conduct periodic progress meetings and provide meeting minutes*
- *Coordinate Construction Staking*
- *Coordination with Design Engineer and City Staff*
- *Construction Management (Contractor Payments, Change Orders, etc.)*
- *Construction Inspection/Oversight (Weekly Field Reports w/ photo logs)*
- *Coordinate materials sampling and testing*
- *Environmental Compliance Checks*
- *Final Completion and Punch List*
- *Project Closeout*
- *Provide Record Drawings and Project Documents (PDF)*

PROJECT APPROACH

It is very important to establish a good working relationship with the Contractor, and that begins with the Preconstruction Conference. The Contractor should leave that meeting knowing what is expected of him to complete the project, but he should also feel that the Construction Engineer is there to help him reach those objectives. The

Construction Engineer is a liaison between the Owner and the Contractor. He is not there to try and prevent the Contractor from completing his tasks.

The Contractor should also be aware that it is the Construction Engineer's responsibility to make sure all construction follows the specifications and to make sure the City of Fremont gets a good quality product when finished. The best way to do that is to make sure there are open lines of communication between the Construction Engineer, the Contractor, and the City of Fremont.

Although the Request for Proposals requires Weekly Field Reports with photo logs be submitted, Civil Solutions will provide the following:

> Field reports will be completed for every site visit and submitted to both the Contractor and the City of Fremont. This way all parties are made aware of any construction issues and any potential problems can be worked out immediately. There should be no miscommunication issues during the course of the project.

Asphalt projects typically requires somebody onsite during the asphalt overlay to collect asphalt tonnage tickets to verify actual quantities. Civil Solutions is prepared to have somebody available, if needed, to collect asphalt tonnage tickets.

Traffic control plans and verification will be completed by a professional engineer.

REPRESENTATIVE PROJECT EXPERIENCE

ASPHALT IMPROVEMENTS 2013-2020 (WASHINGTON COUNTY, NE)

> Beginning in 2013, Civil Solutions has prepared the Plans, Specifications, and Bidding Documents for the asphalt overlay projects in Washington County. From 2013 through 2015, Civil Solutions also completed the construction management. Washington County forces took over the management portion of the projects beginning in 2016.

CO. ROADS 5 & 6 DRAINAGE IMPROVEMENTS (WASHINGTON COUNTY, NE)

Project Manager/Engineer for the removal of two existing drainage structures; the construction of a new twin 9'x6' concrete box culvert and a new twin 12'x6' concrete box culvert; and construction oversight/administration.

NEBRASKA SEEDS WATER AND SANITARY SEWER EXTENSIONS (FREMONT, NE)

Project Manager/Engineer for the extension of 700 L.F. of 8" diameter water main and 620 L.F. of 8" diameter sanitary sewer. Civil Solutions also completed the construction oversight/administration for the project.

133 ESTATES WATER MAIN IMPROVEMENTS (WASHINGTON COUNTY, NE)

Project Manager/Engineer for the relocation of approximately 2,500 L.F. of water main associated with the Nebraska Highway 133 widening project. Project included gate valves, fire hydrants, and service connections. Civil Solutions also completed the construction oversight/administration for the project.

The projects listed below are for projects that Daniel E. Norman, P.E. worked on before Civil Solutions.

STREET IMPROVEMENT PROJECTS (VALLEY, NE.)

(1) Project Engineer and Construction Engineer for design and construction of street extension project involving 700 feet of residential street pavement and 700 feet of 8-inch diameter sanitary sewer. (2) Project Engineer and Construction Engineer for design and construction of twelve block 30-foot wide residential and street project involving pavement removal, design, and replacement; grading; and storm drainage.

US HIGHWAY 30/UPRR OVERPASS (MISSOURI VALLEY, IA)

Project Engineer for this project involving a 270-foot bridge and 1600 feet of PCC Highway 30 paving, grading, and utility relocations. Project was for the Iowa Department of Transportation; City of Missouri Valley, IA; and the Union Pacific Railroad. Provided Construction Engineering services for the project.

US HIGHWAY 30 DETOUR CONSTRUCTION (MISSOURI VALLEY, IA)

(1) Project Engineer and Construction Engineer for design and construction of US Highway 30 detour including 2,000 feet of new PCC pavement, asphalt overlay of existing streets, grading, and storm drainage. (2) Project Engineer for design of Huron Street Bridge Replacement involving field surveys and coordination of structural design for new 150-foot concrete slab bridge over Willow Creek.

Bell Street Asphalt Overlay Project
Fremont, NE

PROPOSED HOURS AND COSTS

TASK	ENGINEERING HOURS	HOURLY RATE	OFFICE HOURS	HOURLY RATE	TOTAL
1. Preconstruction Conference					
.1 Meeting	4	$135.00			$540.00
.2 Meeting Minutes		$135.00	2	$65.00	$130.00
Subtotal =	**4**		**0**		**$670.00**
2. Construction Engineering					
.1 Traffic Control Management	40	$135.00		$65.00	$5,400.00
.2 Site Visits and Reports	120	$135.00	20	$65.00	$17,500.00
Subtotal =	**120**		**20**		**$22,900.00**
3. Project Closeout					
.1 Final Inspection and Punchlist	6	$135.00	2	$65.00	$940.00
.2 Closeout Documents	2	$135.00	2	$65.00	$400.00
Subtotal =	**8**		**4**		**$1,340.00**
TOTALS =	**132**		**24**		**$24,910.00**

NOTES:

1. No additional fees (i.e., overhead, mileage, printing, etc.) will be charged above the hourly rates shown above. Civil Solutions, LLC includes those fees into our hourly rates.

2. Estimated construction time of six weeks. Civil Solutions will only invoice for the hours incurred. Some days will not require a site visit.

RESOLUTION NO. 2020-070

A Resolution of the City Council of the City of Fremont, Nebraska to authorize and approve the Agreement with Civil Solutions, LLC. for professional consulting services in construction engineering and administration for the Bell Street Asphalt Overlay Project.

WHEREAS, Proposals were accepted by the 23rd day of March 2020 until 5:00pm of the business day; and

WHEREAS, The City Engineer AND Public Work Director reviewed the proposals received and recommended that the agreement of Civil Solutions, LLC. be accepted for the Bell Street Asphalt Overlay Project.

NOW THEREFORE BE IT RESOLVED:
That the Mayor and City Council accept the recommendation of the Public Works Director and approve the Agreement with Civil Solutions, LLC. for construction engineering and administration services for the Bell Street Asphalt Overlay Project in the amount of $24,910.00.

PASSED AND APPROVED THIS 31st DAY OF MARCH, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Brian Newton, City Administrator

DATE: March 31, 2020

SUBJECT: Wastewater Services and Cost Share Agreement

Recommendation:	Approve Resolution 2020-072 authorizing the Mayor to sign the agreement

Background:

Wholestone Cooperative Farms (WholeStone) is proposing to invest $300,000,000 to expand the plant, upgrade portions of the plant, and build new facilities to the plant including a City required dissolved air flotation (DAF) system to remove oil and grease. Their expansion will generate additional wastewater volume causing the City to make additional improvements to the Wastewater Treatment Plant, specifically adding another basin and possibly two additional anaerobic lagoons. The City is requiring WholeStone to make a significant contribution in aid of construction (CIAC) to pay for their portion of the improvements.

The attached agreement obligates Wholestone to pay the CIAC charges to City as long as the City accepts the additional waste from WholeStone. The CIAC charges, plus accrued interest at 4%, are spread over 15 years.

Fiscal Impact: CIAC of $5 million for new anaerobic lagoons and an estimated $10 million for wastewater treatment plant improvements.

WASTEWATER SERVICES AND COST SHARE AGREEMENT

As of _____, 2020
by and between

City of Fremont, Nebraska

and

Wholestone Cooperative Farms, Inc.
Company

WASTEWATER SERVICES AND COST SHARE AGREEMENT

This Wastewater Services and Cost Share Agreement ("**Agreement**") is made as of _____ __, 2020 (the "**Effective Date**") by and between the City of Fremont, Nebraska, a municipal corporation, ("**City**") and Wholestone Cooperative Farms, Inc., ("**Company**"). City and Company may be referred to individually as a "**Party**" and collectively as the "**Parties**."

This Agreement is entered into by the Parties with the mutual understanding of the importance of careful management of community and business growth, municipal fiscal responsibility, and preserving and protecting water quality in the community and the State of Nebraska. The improvements contemplated by this Agreement are intended to make certain that the Company pays for its share of the cost of wastewater treatment services and improvements necessary to treat the wastewater produced by the Company and that the duties and obligations of both the City and the Company are clearly set forth in a written and public agreement.

RECITALS

WHEREAS, Company operates a pork processing plant (the "**Facility**") and is a contributor of Sewage (defined below) to the City Wastewater Treatment Facility (defined below);

WHEREAS, Company is undertaking certain improvements to its wastewater pretreatment system, with an anticipated completion date on or around April 1, 2021 (the "**Company Pretreatment Improvements**");

WHEREAS, the Nebraska Department of Environment and Energy (the "**NDEE**") issued Company an "Authorization to Discharge under the National Pollutant and Discharge Elimination System and Nebraska Pretreatment Program (NPDES/NPP)" Permit number NE0001368 (hereinafter the "**Company Permit**");

WHEREAS, City owns, operates and maintains a City Wastewater Treatment Facility located at 6325 Morningside Road, in Fremont, Nebraska (hereafter "**City Wastewater Treatment Facility**" and as more expansively defined below);

WHEREAS, the NDEE has issued City an "Authorization to Discharge under the National Pollutant Discharge Elimination System (NPDES) Permit" number NE0031381 (hereafter "**Permit**");

WHEREAS, in order for the City to treat sewage prior to discharge to the environment, the City is undertaking certain improvements to the City Wastewater Treatment Facility, including adding an anaerobic lagoon system, and such improvements are hereinafter defined as "**City Facility Improvements**";

WHEREAS, Company has agreed to pay City a portion of the City Facility Improvements costs through a Contribution-in-Aid-of-Construction Charge (as defined further below) to offset its construction costs and to handle Company's sewage discharge, as provided in this Agreement;

WHEREAS, in return for the agreement to pay the Contribution-in-Aid-of-Construction Charge, the City agrees to take and treat the Company's Sewage;

WHEREAS, Company plans to increase its wastewater discharge with the addition of a second shift production operation in or around July 2023;

WHEREAS, City plans to undertake additional improvements to the City Wastewater Treatment Facility as may be required to treat additional Sewage from Company's second shift production operations; and

WHEREAS, the Parties desire to enter into this Agreement to set forth the mutual understanding of the Parties with respect to the obligations, duties, and financial assurances of both Parties regarding treatment of Sewage from the Facility at the City Wastewater Treatment Facility.

NOW, THEREFORE, in consideration of the recitals and the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows

ARTICLE I. DEFINITIONS

For purposes of this Agreement, the following terms have the meanings set forth below in this Article I. All other defined terms shall have the meanings expressly set forth in this Agreement:

1.1 "Wastewater Discharge" shall mean the following agreed-upon monthly average or weekly total amounts of and characteristics of Industrial Waste as set forth below that Company is projected to discharge from the Facility to the City Wastewater Treatment Facility and that the City agrees to accept pursuant to the terms of this Agreement. The Wastewater Discharge is set forth in three (3) phases, as follows:

(a) Current (One Shift) Wastewater Discharge, upon execution of this Agreement and prior to the completion of the Company Pretreatment Improvements:

CBOD	25,778 lbs/day monthly average
TSS	17,553 lbs/day monthly average
HEM (Oil & Grease)	6,053 lbs/day monthly average

(b) Future (One Shift) Wastewater Discharge, upon completion of the Company Pretreatment Improvements:

CBOD	149,520 lbs/week weekly total
TSS	79,200 lbs/week weekly total
TKN	13,200 lbs/week weekly total
HEM (Oil & Grease)	37,947 lbs/week weekly total

(c) Future (Two Shift) Wastewater Discharge, upon completion of the Two Shift Option Improvements:

Flow	3.81 MGD daily maximum	
Flow	3.20 MGD monthly average	
	Average lbs/day	Max lbs/day
CBOD	26,688	31,775
TSS	20,016	23,832
TKN	2,669	3,178
HEM (Oil & Grease)	6,005	7,149

1.6 "Contribution-in-Aid-of-Construction **(CIAC) Charge**" shall mean Company's monthly payment to City as set forth in Section 3.2.

1.2 "**CBOD**" (denoting Carbonaceous Biochemical Oxygen Demand) shall mean the amount of oxygen consumed in the biological processes that break down carbonaceous organic matter in water by aerobic biochemical action in five (5) days at twenty degrees (20º) C and as defined by Standard Methods.

1.3 "**City Wastewater Treatment Facility**" shall mean all land, buildings, machinery, interceptor and sewers and other tangible and intangible property, whether now or later owned or used or added by City for collecting, transmitting, treating or disposing of Sewage, as existing or as may be modified and improved from time to time.

1.4 "**Company Share of Total Project Costs**" shall mean the portion of the Total Project Costs allocated to Company for the City Facility Improvements, as set forth in Section 3.1.

1.5 "**Cost of Service Rate Study**" shall mean the user rate model that derives unit costs for sewer user rates that are based on allocation of budgeted operation, maintenance, and non-CIAC improvement cost items to the cost causative parameters (customer charge, flow, CBOD, TSS, TKN, and P) and projected billing quantities for each parameter. The user rate model shall not discriminate against any specific user or class of users.

1.7 "**Customer**" shall mean any person responsible for the production of Sewage which is directly or indirectly discharged into the City Wastewater Treatment Facility.

1.8 "**Future (Two Shift) Allocated Share**" shall mean the amounts and characteristics of Industrial Waste that the Company is entitled to discharge if the Company elects to make capital payments for the Two Shift Option Improvements.

1.9 "**HEM**" shall mean hexane extractable material, commonly referred to as oil and grease or FOG, as defined by EPA Standard Methods method number 1664A.

1.10 "**Industrial Waste**" shall mean the liquid wastes from industrial manufacturing processes, trade, or business as distinct from Sanitary Sewage.

1.11 "**Laws**" shall mean all applicable federal, state and local statutes, codes, rules, regulations, ordinances, agency policies, orders, and case law, all as may be amended.

1.12 "lbs/day" shall mean pounds per day.

1.13 "**MGD**" shall mean million gallons per day.

1.13 "**mg/L**" shall mean milligrams per liter concentration.

1.14 "**Monthly Average**" shall mean the average of all monitoring data for a specific Industrial Waste parameter collected during a calendar month.

1.15 "**NDEE**" shall mean the Nebraska Department of Environment and Energy.

1.16 "**NPDES Permit**" shall mean the National Pollutant Discharge Elimination System permit issued to the City pursuant to section 402 of the Clean Water Act, as amended, 33. U.S.C. 1251, et seq., and as further provided in implementing regulations 40 C.F.R 403.3(b) and 403.3(1) and identified as Permit number NE0031381, as amended or replaced from time to time.

1.17 "**NPP**" shall mean Nebraska Pretreatment Program.

1.18 "**Sanitary Sewage**" shall mean domestic sewage discharging from the sanitary conveniences of dwellings (including apartment houses and hotels), office buildings, factories or institutions, and free from storm, surface water, and Industrial Waste separately metered and charged at the City's ordinance rate.

1.19 "**Sewage**" shall mean a combination of the water-carried wastes from business buildings, institutions, and industrial establishments of Company, together with such ground, surface, and storm waters as may be present, including Sanitary Sewage and Industrial Waste.

1.20 "**Sewer**" shall mean a pipe or conduit for carrying sewage.

1.21 "**Sewer Rates**" shall mean the sewer rates attached as Exhibit A.

1.22 "**Sewer Service Charges**" for Industrial Waste shall exclude Sanitary Sewage charges which will be treated by the existing wastewater treatment facility but shall include any and all other charges, rates or fees levied against and payable by Industrial Customers that discharge to the anaerobic lagoon treatment process, as consideration for the servicing of Industrial Customers by the City Wastewater Treatment Facility as modified as necessary to exclude CIAC charges as further set forth in Article III in order to prevent double billing.

1.23 "**Standard Methods**" shall mean the most current edition *Standard Methods for the Examination of Water and Wastewater* jointly published by the American Public Health Association, the American Water Works Association, and the Water Environment Federation.

1.24 "**Total Project Costs**" shall be determined at completion of the City Facility Improvements and shall be defined herein as the sum of all necessary costs incurred by City to complete the City Facility Improvements, and shall include:

(a) Principal and interest on any bonds or other obligations issued by the City to finance reasonable and necessary costs and expenses incurred by the City in designing, financing, and constructing the City Facility Improvements, including costs and expenses for obtaining necessary permits, licenses, approvals and grants for design and construction; fees for architects, contractors, and engineers; the cost of labor, material, supplies and services actually used in design and construction; legal and consulting fees; and

(b) All reasonable and necessary costs and expenses incurred by the City in designing, financing and constructing the City Facility Improvements which are not being financed by the City or covered by any grant funds, including reasonable reserves for the payment of principal and interest on any bonds and other obligations issued to pay project costs which shall be credited at the time bonds or other obligations are retired.

1.25 "**Two Shift Option Improvements**" shall mean the City Facility improvements required by the City to treat the Future (Two Shift) Wastewater Discharge of the City Wastewater Treatment Facility, specifically, but not limited to, an additional anaerobic lagoon.

1.26 "**TKN**" shall mean Total Kjeldahl Nitrogen as defined by Standard Methods.

1.27 "**TSS**" shall mean total suspended solids as defined by Standard Methods.

1.28 "**User**" shall mean any individual, partnership, corporation or other organization or entity, public or private, that discharges Sewage to the City Wastewater Treatment Facility.

ARTICLE II. COMPANY RIGHT TO DISCHARGE; RATES; FEES

2.1 Right to Discharge. The Company shall have the right to discharge Sewage to the City Wastewater Treatment Facility per the terms agreed to herein and prior to, during, and following the City Facility Improvements and Two Shift Option Improvements, if applicable. The City is obligated to receive and treat the Wastewater Discharge and Sanitary Sewage from the Company.

2.2 Deleted.

2.3 Sewer Rates and Charges. The Company agrees to be billed and to pay for its use of the City Wastewater Treatment Facility relative to the discharge from the Company Facility at the Sewer Rates.

2.4 Changes to Sewer Service Charges. The City shall provide the Company reasonable advance notice of any changes in its billing practices and shall notify the Company of any delinquent payments due to the City. Sewer Rates shall be based on a user rate model that allocates operation and maintenance costs to the cost causative user charge parameters in a fair and equitable manner. Any changes to Sewer Rates shall be based on a Cost of Service Rate Study and any debt service costs charged to Company as part of the user rate model shall exclude contributions made in aid of construction made by Company

2.5 Calculation of Monthly Industrial Waste User Charges. The volume of Industrial Waste discharge shall be determined from the flow meter at Company's discharge monitoring facility (excluding Sanitary Sewer Discharges). The concentration of each Industrial Waste user charge parameter shall be based on 24-hour composite samples collected at Company's discharge monitoring facility. If the Industrial Waste discharge is not sampled every day of the month, then the total monthly quantity of each Industrial Waste sewer user rate parameter shall be calculated by applying the monthly average concentration for each parameter to the total monthly discharge volume. Rates for each pound of CBOD, TKN, TSS, and HEM are agreed to be set at the rates set forth on Exhibit A and as approved from time to time by the Fremont Mayor and City Council.

2.6 Monthly Sanitary Sewage Charges. Company shall be charged a monthly domestic sanitary sewage cost based on metered domestic sanitary sewage discharge volume measured by the Company's flow meter at the discharge monitoring facility at the City's residential/commercial domestic sanitary sewage sewer rates.

2.7 Credits for Warm Water. Company may be given a credit for the thermal energy discharged based on gallons per day and temperature of wastewater for its daily discharges that exceed the minimum temperature limit required by the City to meet its temperature requirements for inflow to its City Wastewater Treatment Facility calculated at the greater of the City's energy cost for heating the anaerobic lagoons or penalty rate for any wastewater that fails to meet the City's minimum temperature limit. Company will continuously monitor the temperature and flow rate of Industrial Waste discharge and calculate the discharge of thermal energy in excess of 85 degrees Fahrenheit. Company will provide a report to City of daily and total monthly thermal energy discharges expressed in terms of British Thermal Units (BTUs). Company is agreeable to connect City SCADA system to the Company's monitoring equipment to gather temperature data.

2.8 Modification of Sewer Rates. In the event NDEE requires the City to comply with more stringent discharge limits from its City Wastewater Treatment Facility than are contained in its NPDES permit in effect on the Effective Date, the City specifically reserves the right to modify the Sewer Rates to the Company in order to provide appropriate user charges for (a) any additional costs reasonably incurred for the construction, amortization, of debt service, operation, maintenance or replacement of such additional facilities; and (b) any change to operation of the City Wastewater Treatment Facility as may be necessary to meet such more stringent limits for adequate treatment of Wastewater discharge. The City shall determine those costs in accordance with a Cost of Service Study and prorated capital costs and notify the Company of them at least sixty (60) days before such rate shall go in effect or thirty (30) days before the costs will be incurred, whichever is earlier. In the event the Company does not agree with the imposition or allocation of such additional Sewer Rates for modifications to the City Wastewater Treatment Facility as may be required for compliance with more stringent discharge limits, the Company

shall notify the City of its disagreement within thirty (30) days after receiving the City's proposed new Sewer Rates. In that event, the Company may terminate this Agreement in writing on or before the effective date of the more stringent discharge limits. In no case shall any increase in the rates or charges to Company include costs that have been paid for or that will be paid for under Article III of this Agreement.

ARTICLE III. CAPITAL COST SHARE

3.1 Company Share of Total Project Costs. The Company Share of Total Project Costs for the City Facility Improvements that include facilities for treatment of Company's Future (One Shift) Wastewater discharge is five million dollars ($5,000,000.00). This is the total amount that Company has been requested to pay as a CIAC for the cost of new anaerobic lagoons for the Wastewater Treatment Facility Improvement, and Company's costs hereunder shall not exceed this amount.

3.2 CIAC Charges. Except as otherwise set forth herein, the Company shall pay its Company Share of Total Project Costs as set in section 3.1 above, in monthly payments beginning with the acceptance of this Agreement. These monthly payments will amortize the Company Share over a fifteen (15) year period at 4% interest for an approximate monthly payment of $[_____] per month). The Company shall be responsible for payment in full of the monthly fee set forth in this paragraph, plus the costs of any future capital requirements. Based on this methodology, the City shall submit a CIAC Charge bill to the Company on a monthly basis. The CIAC Charge shall be payable within thirty (30) days from the date of the City's bill to the Company. Notwithstanding the foregoing, the Company shall have the right to pay the full balance of its Company Share of Total Project Costs at any time during this Agreement. The Company shall not be chargedfor any shortfall in payment for, or share of, the Total Project Costs that is caused by the City or by any third party's failure to fulfill any obligations to the City with respect to such City Facility Improvements.

3.3 Cost Share for Two Shift Option Improvements. Should the Company elect to make a capital payment for Two Shift Option Improvements, such payment shall be billed monthly. Except as otherwise set forth herein, the Company shall pay a monthly additional CIAC charge (the "**Additional CIAC Charge**") to the City for the Company's agreed to commitment (the "**Additional Company CIAC Share of Phase II Total Project Costs**"), following the completion of the Company Pretreatment Improvements. This Agreement shall be amended to include the Additional CIAC Charge amount after the estimated Phase II Total Project Costs and Additional Company Share of Phase II Total Project Costs are determined and agreed to by the parties pursuant to City proceeding with construction of the Two Shift Option Improvements. These obligations will be amortized over a fifteen (15) year period at ____% interest for an approximate monthly payment of $_____ per month. The Company shall be responsible for payment in full of the monthly fee set forth in this paragraph, plus the costs of any future capital requirements that Company agrees to. Based on this methodology, the City shall submit a bill to the Company on a monthly basis for the Additional CIAC Charge. The Additional CIAC Charge shall be payable within thirty (30) days from the date of the City's bill to the Company. Notwithstanding the foregoing, the Company shall have the right to pay the full balance of the

Additional Company Share of Phase II Total Project Costs at any time during this Agreement. The Company shall not be charged for any shortfall in payment for, or share of, the total project costs for the Two Shift Option Improvements (the "**Phase II Total Project Costs**") that is caused by the City or by any third party's failure to fulfill any obligations to the City with respect to such Two Shift Option Improvements.

3.4 The Company shall pay Customer Sewer Service Charges in accordance with Section 2.4 above; provided, however, the Parties acknowledge and agree that all CIAC Charges shall be assessed according to this Article III and the Sewer Rates, as may be amended from time to time. Customer Sewer Charges assessed to Company shall not include charges related to contributions made in aid of construction made by Company if made by Company for Phase II Total Project Costs.

ARTICLE IV. CITY OBLIGATIONS

4.1 City Obligations for Construction. The City shall ensure that the City Facility Improvements , and the Two Shift Option Improvements, if applicable, are constructed: (a) using personnel of required skill, experience and qualifications and in a good, professional, and workmanlike manner in accordance with the best industry standards for similar services; (b) in accordance with all approved plans, drawings and specifications; and (c) in accordance with all applicable federal, state and local laws, regulations, ordinances, and codes.

4.2 City Obligations for Operations and Maintenance; Treatment of Wastewater discharge. The City agrees to provide Sewer service to the Company throughout the Term in accordance with the ordinary care and standards for its customers. The City will, at all times, operate and maintain the City Wastewater Treatment Facility in a reasonable and efficient manner. The City shall use reasonable best efforts to continually receive and treat the Company's Wastewater discharge.

4.3 Books and Records. City shall keep books, records and accounts in which complete entries of all transactions and costs relating to the City Wastewater Treatment Facility ("Records"), which shall be kept according to the Nebraska Public Records Act standards for municipalities. The Records shall be available according to the Nebraska Public Records Act

4.4 Annual Review. City agrees to designate representatives of the City to meet with representatives of the Company annually at a location and time agreed upon by the parties for an annual review of the parties' respective performance and to provide opportunity to document that the discharge from the Company has not had adverse impacts on City Wastewater Treatment Facility operations and to discuss any other matters relevant to the joint operation of the parties' respective wastewater operations including but not limited to a review of the City Wastewater Treatment Facility operating expenses and revenues and the Sewer Rates.

ARTICLE V. MONITORING; TESTING; SAMPLING

5.1 Monitoring. Company shall maintain one or more locations/equipment in proper operating condition approved by the City for the purpose of sampling/monitoring the Company's Sewage prior to discharge to the City's City Wastewater Treatment Facility. Company shall install a flow meter and automatic composite sampler for monitoring the Industrial Waste discharge to City Wastewater Treatment Facility. Company shall install another flow meter and automatic composite sampler for monitoring the Sanitary Sewage discharge to the City Wastewater Treatment Facility. City approval of sampling locations/equipment shall not be unreasonably withheld.

5.2 Laboratory Testing. Company shall retain the services of an independent analytical services laboratory ("**Laboratory**"), certified by the State of Nebraska, for analysis of compliance monitoring samples of the Company's Industrial Waste. Company shall pay for the Laboratory services. City may conduct analyses of Sanitary Sewage samples collected by Company.

5.3 Sampling. Subject to compliance by both City and Company with permit and regulatory requirements of the Nebraska Department of Environment and Energy, the parties agree to the following:

(a) The Company shall provide daily flows to City on a weekly basis. In the event wastewater flow measurements are not available, the wastewater discharge volumes for billing purposes shall be estimated by multiplying the current month water use volume by the previous month ratio of total monthly wastewater discharge volume to total monthly water purchase volume.

(b) The Company sampling equipment shall collect 24-hour composite samples of the Industrial Waste discharge and the Sanitary Sewage discharge that are representative of the wastewaters discharged by Company over the monitoring period. The City shall sample the Industrial Waste and Sanitary Sewage discharge at such frequency and times as the City determines in its discretion, but at frequencies no less than required by law..

(c) Company may collect one grab sample per day or a series of manual grab samples in one sample container for HEM (oil & grease) samples.

(d) Company shall allow split samples for City use upon City's request. Samples shall be split at time of collection by the person collecting them. City shall pay any expenses for analyses of such split samples. HEM samples cannot be split. Samples for HEM samples must be collected with separate sample bottles for City HEM analysis.

5.4 Calculation of Total Monthly Discharge Billing Quantities.

(a) If samples of Industrial Waste are not collected daily, the monthly total mass discharge used for calculating user cost shall be based on the monthly average concentration and total monthly discharge volume.

5.5 Penalties for Exceedances of Wastewater discharge.

(a) The NDEE is responsible for any regulatory enforcement including fines and penalties for exceeding the Wastewater Discharge limits stated in the Company's NDEE Permit.

ARTICLE VI. DEFAULT AND REMEDIES

6.1 Company Default. If a Company Event of Default shall occur, then the City may treat the occurrence of any one or more of the foregoing events as a breach of this Agreement and thereupon at its option may terminate this Agreement, in addition to exercising any and all other rights and remedies provided at law or in equity, including specific performance hereof.

For the purposes of this Section, a "Company Event of Default" shall mean any of the following:

(a) If Company shall default in the payment of any sum required to be paid by Company under this Agreement, and such default shall continue for sixty (60) days after written notice to Company;

(b) If Company shall default in the observance or performance of any of the other covenants, obligations or conditions in this Agreement, which Company is required to observe or perform, and such default shall continue for sixty (60) days after written notice to Company;

(c) If the interest of Company in this Agreement shall be levied upon under execution or other legal process;

(d) If any voluntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by Company;

(e) If any involuntary petition in bankruptcy shall be filed against Company under any federal or state bankruptcy or insolvency act and shall not have been dismissed within thirty (30) days following the filing thereof;

(f) If a receiver shall be appointed for Company or any of the property of Company by any court and such receiver shall not be dismissed within thirty (30) days from the date of appointment;

(g) If Company shall make an assignment for the benefit of creditors;

(h) If Company shall abandon or vacate the Company Facility.

6.2 City Default. If the City shall default in the observance or performance of any of the covenants, obligations or conditions in this Agreement, which the City is required to observe or perform, and such default shall continue for sixty (60) days after written notice to the City, then Company may treat the occurrence of any one or more of the foregoing events as a breach of this Agreement and thereupon at its option may terminate this Agreement, in addition to exercising all other rights and remedies provided at law or in equity, including specific performance hereof.

ARTICLE VII. ADMINISTRATIVE AND INTERPRETIVE PROVISIONS

7.1. Amendment. This Agreement may not be amended without the express written consent of the other Party. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld.

7.2. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties.

7.3. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Nebraska and for all purposes shall be governed by and construed in accordance with laws of the State of Nebraska. All references herein to any law shall be to such law as amended, supplemented, modified, or replaced from time to time.

7.4. Dispute Resolution. Claims and disputes of any type between City and Company arising out of or relating to this Agreement which cannot be resolved by negotiation between the Parties shall be decided by an alternative dispute resolution process ("**ADR Process**"). Either Party may give written notice to the other of its desire to resolve a claim or dispute by the ADR Process. The Parties shall negotiate in good faith to determine the type of ADR Process to be utilized. If the type of ADR Process is not agreed upon by the Parties within thirty (30) days after said Party's notice, then arbitration in accordance with the rules of the American Arbitration Association in Omaha, Nebraska, shall be the type of ADR Process utilized. An award resulting from the ADR Process shall be final and judgment may be entered upon such an award in accordance with applicable law in a court having appropriate jurisdiction. Any award made as a result of the ADR Process shall not include punitive damages. Unless this Agreement is terminated in accordance with its terms, or the Parties otherwise agree in writing, the Parties shall continue to perform during the ADR Process or other litigation between the Parties.

7.5. Term. Except as otherwise provided herein, the term of this Agreement shall be twenty (20) years from the Effective Date.

7.6. Right to Terminate. The City and Company shall have the right to terminate this Agreement pursuant to this Section 7.6, and Sections 2.8, 6.1, 6.2, and 7.12.

(a) If at any time the Company ceases operation, the Company may terminate this Agreement by written notice to the City; provided, however, the Company shall continue to be obligated for the CIAC Charge, as set forth in Section 3.2 herein except to the extent that the Company transfers or assigns its obligations herein pursuant to Section 7.9 herein. If the Company exercises its option to terminate herein, the Company shall cease discharging Industrial Waste immediately upon the effective date of termination.

(b) If the Company terminates this Agreement pursuant to the exercise of any termination options granted in this Agreement, the Company shall be obligated to pay: (1) its proportionate share of costs and expenses which are incurred by the City in revising the plans and specifications for the City Facility Improvements project to the extent that such revisions, and the costs and expenses incurred in connection therewith, are reasonable and necessary and result from the termination of this Agreement by the Company; and (2) Company's proportionate share of Capital Costs incurred by the City as of the date of termination subject to the provisions of Section 7.6(a) above.

7.7 Construction. This Agreement was negotiated and prepared by both the City and the Company with advice of counsel to the extent deemed necessary by each Party; the City and the Company have agreed to the wording in this Agreement; and none of the provisions hereof

shall be construed against one Party on the ground that such Party is the author of this Agreement or any part thereof. The exhibits hereto are incorporated in and are intended to be a part of this Agreement; provided, however, that in the event of a conflict between the terms of any exhibit and the terms of this Agreement, the terms of this Agreement shall take precedence.

7.8 Good Faith and Fair Dealing. The City and the Company shall act in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement, (i) where the Agreement requires the consent, approval, or similar action by a Party, such consent, approval, or other similar action shall not be unseasonably withheld, conditioned, or delayed, and (ii) wherever the Agreement gives a Party a right or obligation to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification, or similar action shall be reasonably and timely.

7.9 Assignment. In the event Company should sell, transfer, merge or reorganize Company or its share, the obligations and benefits of this Agreement shall pass through to the surviving company, purchaser or assignee, as the case may be, ("**Successor**") and this Agreement shall remain in full force and effect and be binding on the Successor. Company shall notify City of such transfer and Successor shall notify City of any significant changes to its Sewage characteristics.

7.10 Authority. City and Company each warrant it has the right, title and authority to enter into this Agreement and to perform all its obligations hereunder, and that all approvals necessary for it to enter into and fully perform this Agreement have been obtained. The City further represents and warrants that this Agreement is consistent with the ordinances of the City.

7.11 Entire Agreement. This Agreement and all exhibits hereto constitute the entire agreement between the Parties pertaining to the subject matters hereof and supersede all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the Parties in connection with the subject matters hereof.

7.12 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event any provision of this Agreement is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be amended to such extent as shall be necessary for such provision to be enforceable and it shall be enforced to that extent; provided, however, if the result of any provision of this Agreement being held invalid, illegal or unenforceable, in whole or in part, or the result of any provision of this Agreement being deemed amended would be a limitation on Company's Wastewater Discharge, the Company shall have a right to terminate this Agreement upon thirty (30) days written notice to the City, effective on the date specified in that notice.

7.13 No Waiver; Modifications. No failure or delay on the part of any Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No amendment, modification, supplement, termination or waiver of or to any provision of this Agreement, nor consent to any departure

therefrom, shall be effective unless the same shall be in writing and signed by or on behalf of the Party to be charged with the enforcement thereof. Any amendment, modification or supplement of or to any provision of this Agreement, any waiver of any provision of this Agreement, and any consent to any departure from the terms of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given.

7.14 Headings. Headings in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement, and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions.

7.15 Agreement Conflicts. In the event of any conflict between this Agreement and the provisions of any other agreement between City and Company, the provisions of this Agreement shall control.

7.16 Notice. All notices, demands, requests, and other communications desired or required to be given hereunder ("**Notices**"), shall be in writing and shall be given by: (i) hand delivery to the address for Notices; (ii) delivery by overnight courier service to the address for Notices; (iii) sending the same by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the address for Notices.

All Notices shall be deemed given and effective upon the earlier to occur of: (i) the hand delivery of such Notice to the address for Notices; (ii) one business day after the deposit of such Notice with an overnight courier service by the time deadline for next day delivery addressed to the address for Notices; or (iii) three business days after depositing the Notice in the United States mail as set forth in (a) above. All Notices shall be addressed to the following addresses:

If to City, to:	City of Fremont 400 E. Military Ave. Fremont, NE 68025 Attn: City Administrator
If to Company, to:	Wholestone Cooperative Farms, Inc. 900 South Platte Ave. Fremont, NE 68025 Attn: Plant Manager

or to such other persons or at such other places as any Party hereto may by Notice designate for service of Notices.

7.17 Reservation of Rights. Neither this Agreement, nor any portion of it, is intended to limit the right of the City to adopt, enforce or amend ordinances that are a proper exercise of the City's legislative powers.

7.18 No Third-Party Rights/Remedies. This Agreement is not intended and shall not be construed to confer upon any person or entity other than the Parties hereto any rights or remedies hereunder.

7.19 Signatories Authorized. Each of the undersigned representatives of the Parties certifies that he or she is authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Party to this document.

EXHIBITS

The following Exhibits are attached to and made part of this Agreement:

Exhibit A City Sewer Rates

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date set forth above.

CITY OF FREMONT, NEBRASKA	WHOLESTONE COOPERATIVE FARMS, INC.
By: _____	By: _____
Its: _____	Its: _____

EXHIBIT A

Monthly Industrial Waste User Charges

RESOLUTION NO. 2020-072

A Resolution of the City Council of the City of Fremont, Nebraska to approve the Wastewater Services and Cost Share Agreement with Wholestone Cooperative Farms, Inc. and authorize the Mayor to execute the agreement.

WHEREAS, Wholestone Cooperative Farms is proposing to invest $300 million to expand their plant in Fremont; and

WHEREAS, The expansion will generate additional wastewater volume at the City's Wastewater Treatment Plant, and

WHEREAS, City is requiring Wholestone Cooperative Farms to make a contribution in aid of construction to pay for their portion of the improvements to the City's Wastewater Treatment Plant as spelled out in a Wastewater Services and Cost Share Agreement.

NOW THEREFORE BE IT RESOLVED: That the Mayor and City Council approve the Wastewater Services and Cost Share Agreement with Wholestone Cooperative Farms and authorize the Mayor to execute the agreement.

PASSED AND APPROVED THIS 31st DAY OF MARCH, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

ORDINANCE 5518
FMC 3-701 AMENDMENT LANGUAGE PROPOSAL (SECOND READING)

SECTION I.
Chapter 3, Article 7, Section 3-701 - Municipal Library; Operation and Funding;
The City owns and manages the City Library, Reading Room, Art Gallery, and Museum through the Library Board. The City Council, for the purpose of defraying the cost of the management, purchases, improvements, and maintenance of the Library may each year levy a tax not exceeding the maximum limit prescribed by State law, on the actual valuation of all real estate and personal property within the City that is subject to taxation. The revenue from the said tax shall be known as the Library Fund and shall include all gifts, grants, deeds of conveyance, bequests, or other valuable income-producing personal property and real estate from any source for the purpose of endowing the City Library. The Library Fund shall at all times be in the custody of the Director of Finance. ~~The Board shall have the power and authority to appoint the librarian and to hire such other employees as they may deem necessary and may pass such other rules and regulations for the operation of the Library, Reading Room, Art Gallery, and Museum as may be proper for their efficient operation~~[B1]~~.~~ The Library Board may erect, lease, or occupy an appropriate building for the use of a library, appoint a suitable Library Director and assistants, fix the compensation of such appointees, and remove such appointees at the pleasure of the Board. Library Board appointees shall be subject to the applicable rules, and be afforded the applicable protections of, City Council-approved city employee policies and practices[B2]. The mayor and city council shall approve any personnel administrative or compensation policy or procedure applying to a director or employee of a public library, reading room, art gallery, or museum before such policy or procedure is implemented[B3]. The Library Board may establish rules and regulations for the government of such library as may be deemed necessary for its preservation and to maintain its usefulness and efficiency. The Library Board may fix and impose, by general rules, penalties and forfeitures for trespasses upon or injury to the library grounds, rooms, books, or other property, for failure to return any book, or for violation of any bylaw, rule, or regulation and fix and impose reasonable fees, not to exceed the library's actual cost, for non-basic services. The Board shall have and exercise such power as may be necessary to carry out the spirit and intent of NE State Law in establishing and maintaining a public library and reading room[B4].

STATE STATUTE LANUAGE

16-251.

Libraries and museums; establishment; maintenance; powers and duties of mayor and city council.

The mayor and city council of any city of the first class may (1) establish and maintain public libraries, reading rooms, art galleries, and museums and provide the necessary grounds or buildings therefor, (2) purchase the papers, books, maps, manuscripts, and works of art and objects of natural or scientific curiosity and instruction therefor, and (3) receive donations and bequests of money or property for the public libraries, reading rooms, art galleries, and museums in trust or otherwise. The mayor and city council may also pass necessary bylaws and regulations for the protection and government of the public libraries, reading rooms, art galleries, and museums. The ownership of the real and personal property of a public library shall be in the city. The mayor and city council shall approve any personnel administrative or compensation policy or procedure applying to a director or employee of a public library, reading room, art gallery, or museum before such policy or procedure is implemented.

51-211.

Library board; general powers and duties; governing body; duty; discrimination prohibited.

(1) The library board may erect, lease, or occupy an appropriate building for the use of a library, appoint a suitable librarian and assistants, fix the compensation of such appointees, and remove such appointees at the pleasure of the board. The governing body of the county, city, or village in which the library is located shall approve any personnel administrative or compensation policy or procedure before implementation of such policy or procedure by the library board.

(2) The library board may establish rules and regulations for the government of such library as may be deemed necessary for its preservation and to maintain its usefulness and efficiency. The library board may fix and impose, by general rules, penalties and forfeitures for trespasses upon or injury to the library grounds, rooms, books, or other property, for failure to return any book, or for violation of any bylaw, rule, or regulation and fix and impose reasonable fees, not to exceed the library's actual cost, for nonbasic services. The board shall have and exercise such power as may be necessary to carry out the spirit and intent of sections 51-201 to 51-219 in establishing and maintaining a public library and reading room.

(3) The public library shall make its basic services available without charge to all residents of the political subdivision which supplies its tax support.

(4) No service shall be denied to any person because of race, sex, religion, age, color, national origin, ancestry, physical handicap, or marital status.

Legal Opinion
(from Travis Jacott)

"See 16-251, the following provision was added in 2012:

"The mayor and city council shall approve any personnel administrative or compensation policy or procedure applying to a director or employee of a public library, reading room, art gallery, or museum before such policy or procedure is implemented."

That being said, in my opinion any personnel policy that is implemented can be "approved by the mayor and city council" by the passage of an ordinance that is signed by the Mayor, including a policy to allow the library director to hire staff. However, removal of an employee would have to go through the regular administrative termination procedure because of the employee's recognized due process right as a public employee. It would take some creative drafting.

Any changes to the policy would have to be passed by the council and signed by the mayor."

(Emphasis added)

REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Brad Yerger - Ward 4 - City Council Member

DATE: March 26, 2020

SUBJECT: Reconsideration of the COVID-19 Compensation Plan

RECOMMENDATION: **Motion to approve reconsideration** of the COVID-19 Compensation Plan

Background: At the March 24, 2020 Special Meeting of the City Council, the Council approved a COVID-19 Compensation Plan.

Per Fremont Municipal Code, Chapter 2, Section 2-108 para. (10), Motions to reconsider may only be made by a Council Member who voted with the majority, but such motion to reconsider must be made before the expiration of the third (3rd) regular meeting after the consideration of the same question.

This is the (1st) regular meeting since the original vote was taken on this compensation plan and I initially voted in favor of approving the plan. However, after casting that vote I have discovered that have some unresolved questions regarding this matter and I seek the opportunity to revisit, discuss and amend the Compensation Plan's approved language.

Fiscal Impact: None