

CITY OF
FREMONT
NEBRASKA PATHFINDERS

COMMUNITY DEVELOPMENT AGENCY

April 26, 2016

City Council Chambers 400 East Military, Fremont, NE

REGULAR MEETING – 7:00 P.M.

AGENDA

1. Meeting called to order
2. Roll call
3. Public Hearing & Resolution on amendment to the redevelopment plan for the Yager Retail Redevelopment Project (staff report)
4. Resolution to approve amendment to Redevelopment Agreement - Fountain Springs Estates Housing Redevelopment Project. (staff report)
5. Adjournment

CITY COUNCIL MEETING

April 26, 2016

City Council Chambers 400 East Military, Fremont NE

PUBLIC COMMENT PERIOD – 6:30 P.M.

STUDY SESSION – 6:45 P.M.

REGULAR MEETING – 7:00 P.M.

AGENDA

REGULAR MEETING:

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

PUBLIC HEARINGS AND RELATED ACTION:

4. Public Hearing & Resolution on amendment to the redevelopment plan for the Yager Retail Redevelopment Project (staff report)
5. Public Hearing & Resolution to consider new Liquor License Manager Application of Ericon Inc. dba Quick Pik 1156 W. 23rd St. (staff report)
6. Public Hearing & Resolution to consider new Liquor License Manager Application of Ericon Inc. dba Quick Pik 740 Davenport Ave. (staff report)
7. Public Hearing & Resolution to consider new Liquor License Manager Application of Ericon Inc. dba Quick Pik 2010 N. Bell St (staff report)
8. Public Hearing & Resolution to consider conditional use permit at 2530 Idaho Ave. (staff report)

9. Public Hearing & First Reading of Ordinance for Zoning Change at 300 N. Co. Rd. 20. (staff report)
10. Public Hearing & First Reading of Ordinance for Zoning Ordinance Amendment – Crop Production Definition. (staff report)

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

11. Dispense with and approve April 12, 2016 minutes
12. Approve April 13 - 26, 2016 claims (staff report)
13. Resolution to approve amendment to Redevelopment Agreement - Fountain Springs Estates Housing Redevelopment Project. (staff report)
14. LB 840 Report (staff report)
15. Resolution to authorize mayor to sign the Fantastic Future Me exhibit agreement with Omaha Children's Museum. (staff report)
16. Resolution to approve Final Plat – 1804 Old Hwy. 8. (staff report)
17. Resolution to approve Final Plat – 1820 W. 23rd St. (staff report)
18. Tort claim of Whigham (staff report)
19. Resolution to approve special designated liquor license, St. Patrick's Church. (staff report)

REGULAR AGENDA: requires individual associated action.

20. Ordinance to create Water Connection District WC-906-16 (staff report)
21. First Reading of Ordinance related the construction of sidewalks Municipal Code Chapter 8, Section 8-413. (staff report)
22. Resolution to authorize City staff to pursue legal action to repair of FEVR Rail Line. (staff report)
23. Adjournment

Agenda posted at the Municipal Building on April 22, 2016 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on April 22, 2016. 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.

Staff Report

TO: Mayor and Community Development Agency
FROM: Troy Anderson, Director of Planning
DATE: April 26, 2016
SUBJECT: Redevelopment Amendment – 23rd & Bell Redevelopment Plan

Recommendation: 1) open the public hearing, 2) receive testimony, 3) close the public hearing, and 4) move to approve the resolution.

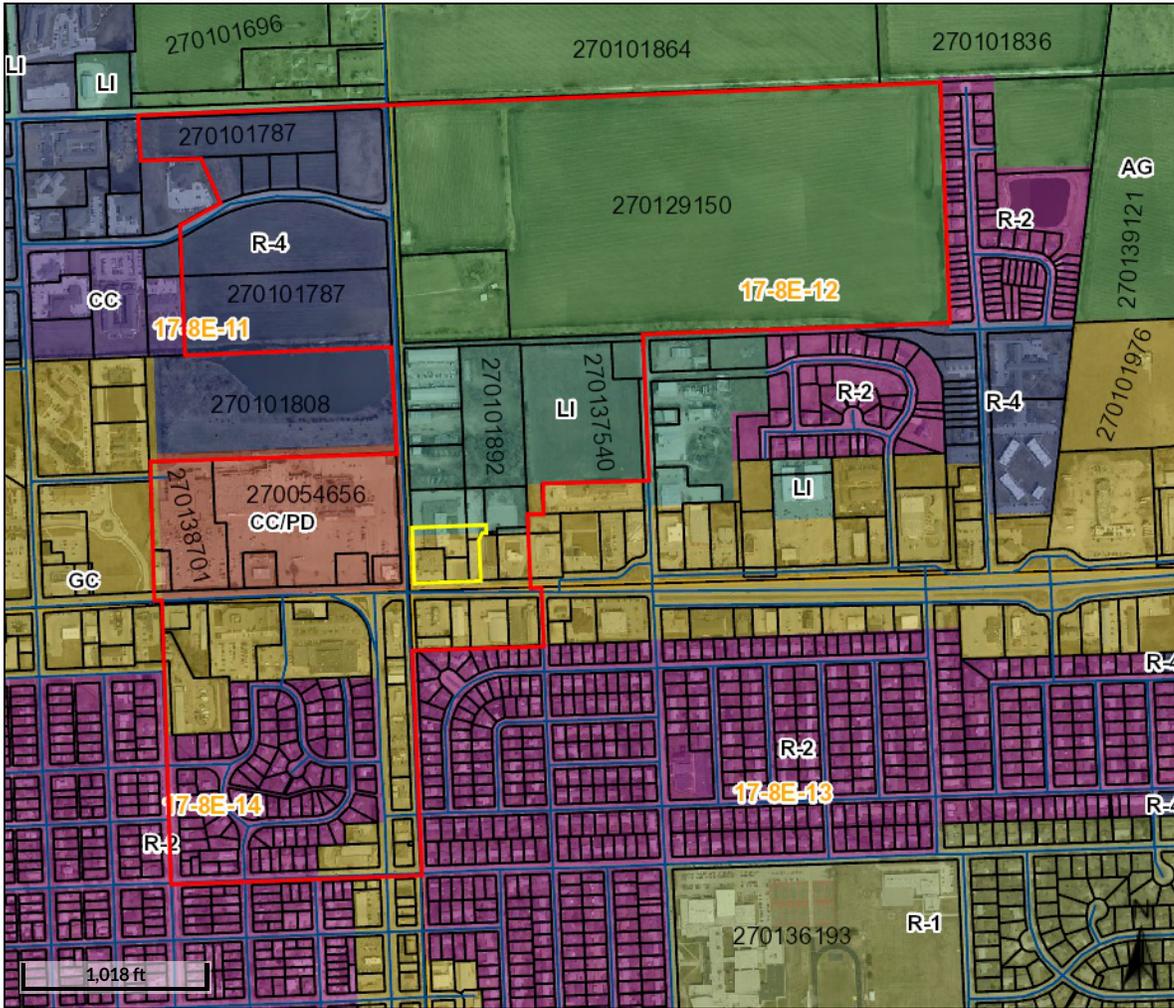
Background: In July of 2014, the City of Fremont adopted a redevelopment plan for a blighted area located near the intersection of E 23rd Street and N Bell Street. Since then a specific redevelopment project has been identified within the redevelopment area. As part of that redevelopment project the developer is requesting the use of tax increment financing for the purposes of assisting in payment for the public improvements associated with the redevelopment project.

The specific redevelopment project consists of 9,000 square feet of multi-tenant mixed-uses and 9,000 square feet of restaurant. In accordance with the Nebraska Community Development Law (the “Act”), an amendment to the Redevelopment Plan for the subject property has been prepared and is being presented to the Planning Commission in order that public comment regarding the specific redevelopment project may be received and a recommendation may be made to the Community Development Agency (CDA) regarding:

1. The projects location within the redevelopment area,
2. The promotion of the health, safety, morals, order, convenience, prosperity, and the general welfare of the community in conformance with the Act and the Redevelopment Plan adopted by the City of Fremont, and
3. 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.

By a vote of 6-0, the Planning Commission recommended approval of the Amendment to the Redevelopment Plan at its regularly scheduled meeting March 21, 2016.

Fiscal Impact: N/A



Overview



Legend

- Highways**
 - <all other values>
 - I
 - LS
 - N
 - R
 - US
- Parcels**
- Sections**
- Airport**
- Streets**
- Zoning**
 - <all other values>
 - AG
 - CC
 - CC/PD
 - DC
 - GC
 - GI
 - LI
 - MU
 - MU / TND
 - R-1
 - R-2
 - R-2/NC
 - R-3
 - R-4
 - R-5
 - RR
 - UC
 - UC/SC
 - UNKNOWN

Parcel ID	270063546	Alternate ID	2391-12-3-60003-000-0010	Owner Address	SHENK, LARRY W & GINGER
Sec/Twp/Rng	12-17-8	Class	MH - Mobile Home		2420 ROAD 45
Property Address	2430 NYAGER #10	Acreage	n/a		LINWOOD, NE 68036
District	1 - FREMONT CITY				
Brief Tax Description	1970 RITZCRAFT 12X56 #10 JACK'S TRAILER COURT IMPROVEMENTS ONLY				
	(Note: Not to be used on legal documents)				

**COMMUNITY DEVELOPMENT AGENCY
CITY OF FREMONT, NEBRASKA
YAGER RETAIL REDEVELOPMENT PROJECT – PHASE ONE**

**COST-BENEFIT ANALYSIS
(Pursuant to Neb. Rev. Stat. § 18-2113)**

The Yager Retail Redevelopment Project will be completed in two phases, the first of which is described on the attached Exhibit A. The cost-benefit analysis for Phase One of the Yager Retail Redevelopment Project (Phase One is referred to herein as 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:	\$226,500
b.	Estimated Completed Project Assessed Valuation:	\$2,400,300
c.	Estimated Tax Increment Base (b. minus a.):	\$2,173,800
d.	Estimated Annual Projected Tax Shift:	\$42,900

Note: The estimated 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 1.973072, which is the 2015 Dodge County tax levy, and will likely change for 2016.

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 of approximately \$2,780,000 for the acquisition, construction and installation of the Project and related and ancillary improvements. It is proposed that approximately \$600,000 of these expenditures will be financed with the proceeds of tax increment financing indebtedness, with the remaining balance to be paid by the Redeveloper. In addition, it is anticipated that the CDA will capture a portion of the TIF sum to assist in the payment of public costs associated with the Project. The sources and uses of the TIF indebtedness will be more particularly set forth in the Redevelopment Agreement for this Project. All expenditures financed by tax increment financing indebtedness shall be eligible public expenditures. It is not anticipated that the Project will have a material adverse impact on existing public infrastructure. The Project improvements will materially benefit other property in and around the City.

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

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, it is intended to create a long term benefit and substantial increase in property taxes to the City and other local taxing jurisdictions. The Project should also generate immediate tax growth for the City. The Project will include

an amount of personal property that will be on the property tax rolls upon its acquisition and installation. Additionally, the City should realize revenue from sales tax paid by customers purchasing goods from the restaurants and/or stores constructed and operated in connection with 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 not anticipated that the Project will have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project.

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

The Project should have a material positive impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. The Project is not anticipated to impose a burden or have a negative impact on other local area employers. The Project should also increase the need for services and products from existing businesses. The Project will require the purchase of food preparation materials, paper products, janitorial services and similar products/services.

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

The Project is anticipated to create up to 5 full time professional or managerial jobs in the City. Anticipated annual salaries for these jobs will be \$40,000 to \$60,000. Further, the Project is anticipated to create up to 30 technical or skilled full time jobs and additional unskilled part time jobs in the City. When secondary employment effects in other employment sectors are added, the total employment effects are expected to be even higher.

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

6. Cost Benefit Analysis Conclusion:

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

Approved by the Community Development Agency, City of Fremont this 26th day of April, 2016.

_____, Chairman

_____, Secretary

EXHIBIT A

PROJECT INFORMATION

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

Lot 2, Yager Place Subdivision, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska (to be subdivided into a parcel consisting of approximately 1.29 acres)

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

(a) **Private Improvements.** The private improvements to be constructed by the redeveloper on the Project Site include a new approximately 9,450 square foot multi-tenant building incorporating retail and restaurant uses and associated improvements on the Project Site.

(b) **Public Improvements.** Land acquisition, extension of public utilities, architectural and engineering fees, site preparation, landscaping and other eligible public expenditures under the Act as determined in the Redevelopment Agreement; paid for, in part, by the tax increment generated by the private improvements.

4834-5300-9453, v. 3

**AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE 23RD & BELL REDEVELOPMENT AREA
IN THE CITY OF FREMONT, NEBRASKA**

(YAGER RETAIL 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 “23rd & Bell” redevelopment area in the City of Fremont, as amended (the “Redevelopment Plan”). The Redevelopment Plan as prepared by the City dated July of 2014 and was approved by the City Council of the City on July 29, 2014, pursuant to Resolution No. 2014-137. The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas of the City, as set forth in the Redevelopment Plan.

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

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

Description of the Project

The project under consideration will be completed in two phases. Phase One will consist of the construction of a new approximately 9,000 square foot multi-tenant mixed use building, and Phase Two will consist of the construction of a new restaurant not to exceed 9,000 square feet, both of which will be located on the Project Site. Phase One and Phase Two shall be collectively referred to herein as, the “Project”.

Project

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 businesses and/or development. In order to support private development, the Project Site and the Redevelopment Area are in need of rehabilitation and redevelopment.

The Project Site was previously occupied by a motel which has been demolished, making way for redevelopment. The Project Site requires significant upfront costs, including site grading and preparation, in order to be developed. Due to the additional upfront costs required to eliminate the blighted and substandard conditions from the Project Site, the Project is not feasible without the use of tax increment financing, which will be used to pay for eligible expenditures under the Act. The redevelopment of the Project Site is anticipated to eliminate the current blight and substandard conditions of the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan.

Yager Retail, LLC (the "Redeveloper") has submitted a proposal for the redevelopment of the Project Site to include the construction of a new mixed use building, a restaurant and associated improvements on the Project Site. The Redeveloper intends to subdivide the Project Site into two separate lots of approximately 1.29 acres and 1.21 acres ("Lot 1" and "Lot 2", respectively), and to complete the redevelopment of the Project Site in two phases in order to maximize the TIF resources available. The redeveloper desires to construct an approximately 9,000 square foot building, plus around 96 parking stalls, which will incorporate both retail and restaurant uses on Lot 1 ("Phase One"), and a new restaurant up to 9,000 square feet in size on Lot 2 ("Phase Two"). The Redeveloper will enter into a separate Redevelopment Agreement with respect to each phase of the Project.

Redeveloper will pay the costs of the private improvements, including all costs of construction of the buildings. As part of the Project, the CDA shall capture available tax increment revenues generated by the redevelopment of the Project Site to assist in payment for the public improvements listed as eligible expenditures under the Act in the Redevelopment Area and to be more fully described in each Redevelopment Agreement. Such public improvements may include, but are not limited to: site acquisition, site preparation, architectural and engineering fees, landscaping 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 effective date for each phase of the Project, for purposes of Neb. Rev. Stat. § 18-2147, as amended, shall be determined in each Redevelopment Agreement.

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

EXHIBIT "A"
Legal Description of the Project Site

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

Lot 2, Yager Place Subdivision, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska (to be subdivided into two lots of approximately 1.29 and 1.21 acres).

EXHIBIT “B”
Statutory Elements

A. Property Acquisition, Demolition and Disposal

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

B. Population Density

The proposed development at the Project Site includes the construction of a multi-tenant mixed use building and a restaurant, neither of which will significantly affect population density in the project area.

C. Land Coverage

Phase One of the Project will consist of constructing an approximately 9,000 square foot multi-tenant mixed use building on an approximately 1.29 acre lot. Phase Two will consist of constructing a restaurant not to exceed 9,000 square feet on an approximately 1.21 acre lot. Both Phase One and Phase Two 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

No adverse impacts are anticipated with respect to traffic flow, street layouts, and street grades.

E. Parking

The construction of both Phase One and Phase Two of the Project will include construction of a parking lots that will meet or exceed the parking requirements set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

The Project Site is located in the General Commercial zoning district and the Project is a permitted use in said zoning district. The Project will require that the property be subdivided. Redeveloper is responsible for all costs associated with the approval of the subdivision and the replatting of the property. No additional zoning, building code, or ordinance changes will be necessary for the Project.

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

RESOLUTION NO. 2016-_____

(Amendment to the Redevelopment Plan for the Yager Retail Redevelopment Project
and
Cost-Benefit Analysis for the Yager Retail Redevelopment Project – Phase One)

**A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE
CITY OF FREMONT, NEBRASKA APPROVING AN AMENDMENT TO THE
REDEVELOPMENT PLAN OF THE CITY OF FREMONT FOR THE YAGER RETAIL
REDEVELOPMENT PROJECT AND A COST-BENEFIT ANALYSIS FOR PHASE
ONE OF THE YAGER RETAIL REDEVELOPMENT PROJECT.**

WHEREAS, the City Council of the City of Fremont via Resolution No. 2014-137 dated July 29, 2014 adopted a plan of redevelopment prepared by the Fremont Planning Department dated as of July, 2014 (the “Redevelopment Plan”) for certain portions of the City of Fremont identified in the Blight and Substandard Determination Study prepared by the Northeast Nebraska Economic Development District dated January 15, 2014 as the “23rd and Bell” redevelopment area (the “Redevelopment Area”);

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

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

WHEREAS, the Community Development Agency of the City of Fremont, Nebraska (the “CDA”), as required under Section 18-2113(2) of the Act, has conducted a Cost-Benefit Analysis for Phase One of the Project, which is attached as Exhibit “B” and incorporated by this reference;

WHEREAS, on April 26, 2016, at 7:00 p.m. a meeting of the CDA of the City of Fremont, Nebraska was held at the Fremont City Council Chambers, 400 East Military Road, in Fremont, Nebraska in order to conduct a public hearing to determine whether the Amendment and the Cost-Benefit Analysis should be approved;

WHEREAS, a notice of public hearing was published on April 6, 2016 and April 13, 2016, the latter date of which was at least ten (10) days prior to the time

of the public hearing, which notice of public hearing described the time, date, place and purpose of the hearing;

WHEREAS, the CDA of the City of Fremont reviewed and discussed the recommendations received from the Planning Commission;

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

WHEREAS, the Amendment clarifies the scope of the Redevelopment Plan and incorporates the Yager Retail Redevelopment Project into the Redevelopment Plan and into compliance with the Act;

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

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

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

WHEREAS, the costs and benefits of Phase One of the Project are in the long-term best interest of the community; and

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

NOW, THEREFORE, BE IT RESOLVED, the CDA of the City of Fremont, Nebraska, does hereby approve and adopt the Amendment and the Cost-Benefit Analysis.

DATED THIS 26th day of April, 2016.

COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF FREMONT, NEBRASKA

By: _____
Chair

ATTEST: _____
Secretary

EXHIBIT “A”
Amendment to the Redevelopment Plan

(See Attached)

EXHIBIT “B”
Cost-Benefit Analysis

(See Attached)

4850-4016-8749, v. 1

Exhibit “B”

**COMMUNITY DEVELOPMENT AGENCY
CITY OF FREMONT, NEBRASKA
YAGER RETAIL REDEVELOPMENT PROJECT – PHASE ONE**

**COST-BENEFIT ANALYSIS
(Pursuant to Neb. Rev. Stat. § 18-2113)**

The Yager Retail Redevelopment Project will be completed in two phases, the first of which is described on the attached Exhibit A. The cost-benefit analysis for Phase One of the Yager Retail Redevelopment Project (Phase One is referred to herein as 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:	\$226,500
b.	Estimated Completed Project Assessed Valuation:	\$2,400,300
c.	Estimated Tax Increment Base (b. minus a.):	\$2,173,800
d.	Estimated Annual Projected Tax Shift:	\$42,900

Note: The estimated 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 1.973072, which is the 2015 Dodge County tax levy, and will likely change for 2016.

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 of approximately \$2,780,000 for the acquisition, construction and installation of the Project and related and ancillary improvements. It is proposed that approximately \$600,000 of these expenditures will be financed with the proceeds of tax increment financing indebtedness, with the remaining balance to be paid by the Redeveloper. In addition, it is anticipated that the CDA will capture a portion of the TIF sum to assist in the payment of public costs associated with the Project. The sources and uses of the TIF indebtedness will be more particularly set forth in the Redevelopment Agreement for this Project. All expenditures financed by tax increment financing indebtedness shall be eligible public expenditures. It is not anticipated that the Project will have a material adverse impact on existing public infrastructure. The Project improvements will materially benefit other property in and around the City.

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

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, it is intended to create a long term benefit and substantial increase in property taxes to the City and other local taxing jurisdictions. The Project should also generate immediate tax growth for the City. The Project will include

an amount of personal property that will be on the property tax rolls upon its acquisition and installation. Additionally, the City should realize revenue from sales tax paid by customers purchasing goods from the restaurants and/or stores constructed and operated in connection with 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 not anticipated that the Project will have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project.

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

The Project should have a material positive impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. The Project is not anticipated to impose a burden or have a negative impact on other local area employers. The Project should also increase the need for services and products from existing businesses. The Project will require the purchase of food preparation materials, paper products, janitorial services and similar products/services.

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

The Project is anticipated to create up to 5 full time professional or managerial jobs in the City. Anticipated annual salaries for these jobs will be \$40,000 to \$60,000. Further, the Project is anticipated to create up to 30 technical or skilled full time jobs and additional unskilled part time jobs in the City. When secondary employment effects in other employment sectors are added, the total employment effects are expected to be even higher.

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

6. Cost Benefit Analysis Conclusion:

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

Approved by the Community Development Agency, City of Fremont this 26th day of April, 2016.

_____, Chairman

_____, Secretary

EXHIBIT A

PROJECT INFORMATION

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

Lot 2, Yager Place Subdivision, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska (to be subdivided into a parcel consisting of approximately 1.29 acres)

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

(a) **Private Improvements.** The private improvements to be constructed by the redeveloper on the Project Site include a new approximately 9,450 square foot multi-tenant building incorporating retail and restaurant uses and associated improvements on the Project Site.

(b) **Public Improvements.** Land acquisition, extension of public utilities, architectural and engineering fees, site preparation, landscaping and other eligible public expenditures under the Act as determined in the Redevelopment Agreement; paid for, in part, by the tax increment generated by the private improvements.

4834-5300-9453, v. 3

**AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE 23RD & BELL REDEVELOPMENT AREA
IN THE CITY OF FREMONT, NEBRASKA**

(YAGER RETAIL 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 “23rd & Bell” redevelopment area in the City of Fremont, as amended (the “Redevelopment Plan”). The Redevelopment Plan as prepared by the City dated July of 2014 and was approved by the City Council of the City on July 29, 2014, pursuant to Resolution No. 2014-137. The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas of the City, as set forth in the Redevelopment Plan.

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

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

Description of the Project

The project under consideration will be completed in two phases. Phase One will consist of the construction of a new approximately 9,000 square foot multi-tenant mixed use building, and Phase Two will consist of the construction of a new restaurant not to exceed 9,000 square feet, both of which will be located on the Project Site. Phase One and Phase Two shall be collectively referred to herein as, the “Project”.

Project

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 businesses and/or development. In order to support private development, the Project Site and the Redevelopment Area are in need of rehabilitation and redevelopment.

The Project Site was previously occupied by a motel which has been demolished, making way for redevelopment. The Project Site requires significant upfront costs, including site grading and preparation, in order to be developed. Due to the additional upfront costs required to eliminate the blighted and substandard conditions from the Project Site, the Project is not feasible without the use of tax increment financing, which will be used to pay for eligible expenditures under the Act. The redevelopment of the Project Site is anticipated to eliminate the current blight and substandard conditions of the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan.

Yager Retail, LLC (the “Redeveloper”) has submitted a proposal for the redevelopment of the Project Site to include the construction of a new mixed use building, a restaurant and associated improvements on the Project Site. The Redeveloper intends to subdivide the Project Site into two separate lots of approximately 1.29 acres and 1.21 acres (“Lot 1” and “Lot 2”, respectively), and to complete the redevelopment of the Project Site in two phases in order to maximize the TIF resources available. The redeveloper desires to construct an approximately 9,000 square foot building, plus around 96 parking stalls, which will incorporate both retail and restaurant uses on Lot 1 (“Phase One”), and a new restaurant up to 9,000 square feet in size on Lot 2 (“Phase Two”). The Redeveloper will enter into a separate Redevelopment Agreement with respect to each phase of the Project.

Redeveloper will pay the costs of the private improvements, including all costs of construction of the buildings. As part of the Project, the CDA shall capture available tax increment revenues generated by the redevelopment of the Project Site to assist in payment for the public improvements listed as eligible expenditures under the Act in the Redevelopment Area and to be more fully described in each Redevelopment Agreement. Such public improvements may include, but are not limited to: site acquisition, site preparation, architectural and engineering fees, landscaping 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 effective date for each phase of the Project, for purposes of Neb. Rev. Stat. § 18-2147, as amended, shall be determined in each Redevelopment Agreement.

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

EXHIBIT "A"
Legal Description of the Project Site

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

Lot 2, Yager Place Subdivision, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska (to be subdivided into two lots of approximately 1.29 and 1.21 acres).

EXHIBIT “B”
Statutory Elements

A. Property Acquisition, Demolition and Disposal

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

B. Population Density

The proposed development at the Project Site includes the construction of a multi-tenant mixed use building and a restaurant, neither of which will significantly affect population density in the project area.

C. Land Coverage

Phase One of the Project will consist of constructing an approximately 9,000 square foot multi-tenant mixed use building on an approximately 1.29 acre lot. Phase Two will consist of constructing a restaurant not to exceed 9,000 square feet on an approximately 1.21 acre lot. Both Phase One and Phase Two 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

No adverse impacts are anticipated with respect to traffic flow, street layouts, and street grades.

E. Parking

The construction of both Phase One and Phase Two of the Project will include construction of a parking lots that will meet or exceed the parking requirements set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

The Project Site is located in the General Commercial zoning district and the Project is a permitted use in said zoning district. The Project will require that the property be subdivided. Redeveloper is responsible for all costs associated with the approval of the subdivision and the replatting of the property. No additional zoning, building code, or ordinance changes will be necessary for the Project.

STAFF REPORT

TO: Honorable Mayor and Community Development Agency

FROM: Tyler Ficken, City Clerk

DATE: April 21, 2016

SUBJECT: Amendment to Redevelopment Agreement - Fountain Springs Estates Housing Redevelopment Project

<p>Recommendation: Move to Approve the Resolution</p>
--

Background: The Amendment extends the Project Completion Date under Section 1.01 of the Redevelopment Agreement to December 31, 2017, due to delays in the Redeveloper's construction schedule. However, as a practical matter, the Amendment does not have a material effect on the Redevelopment Agreement or the amount of the TIF indebtedness, since the extension does not push the Project Completion Date past the end of 2017.

Fiscal Impact: N/A

**FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT
(FOUNTAIN SPRINGS ESTATES HOUSING REDEVELOPMENT PROJECT)**

This First Amendment to Redevelopment Agreement (“First Amendment”) is entered into by and between the Community Development Agency of the City of Fremont, Nebraska (the “CDA”) and Fountain Springs Estates, LLC, a Nebraska limited liability company (the “Redeveloper”).

RECITALS

- A. The CDA and Redeveloper entered into that certain Redevelopment Agreement dated March 21, 2016 (“Redevelopment Agreement”) to implement the Fountain Springs Estates Housing Redevelopment Project (the “Project”).
- B. Section 1.01 of the Redevelopment Agreement provides for a Project Completion Date of March 31, 2017.
- C. Due to delays in closing on the purchase and sale of the Project Site, as defined in the Redevelopment Agreement, the CDA and the Redeveloper desire to amend the Redevelopment Agreement to extend the Project Completion Date to December 31, 2017.

NOW THEREFORE, in consideration of mutual promises contained herein and in the Redevelopment Agreement, the parties agree to amend the Redevelopment Agreement as follows:

1. Section 1.01 – Project Completion Date. The definition of “Project Completion Date” set forth in subsection “J” of Section 1.01 of the Redevelopment Agreement is hereby deleted and restated as follows:

“Project Completion Date’ means on or before December 31, 2017.”

2. Reconfirm other Terms. The CDA and the Redeveloper hereby reconfirm all other terms and conditions of the Redevelopment Agreement, except as expressly modified by the terms of this First Amendment.

[SIGNATURE PAGES FOLLOW]

“REDEVELOPER”

FOUNTAIN SPRINGS ESTATES, LLC,
a Nebraska limited liability company

By: Fountain Springs GP, LLC, a
Nebraska limited liability company,
Managing Member

By: _____
Mark E. Gardner, Manager

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Mark E. Gardner, Manager of Fountain Springs GP, LLC, a Nebraska limited liability company, Managing Member of Fountain Springs Estates, LLC, a Nebraska limited liability company, on behalf of the company.

Notary Public

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

RESOLUTION NO. 2016-____

(Amendment to Redevelopment Agreement for the
Fountain Springs Estates Housing Redevelopment Project)

**A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF FREMONT, NEBRASKA, AUTHORIZING AND APPROVING THE
FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT (FOUNTAIN
SPRINGS ESTATES HOUSING REDEVELOPMENT PROJECT).**

RECITALS

A. The Community Development Agency of the City of Fremont, Nebraska (“CDA”) and Fountain Springs Estates, LLC, a Nebraska limited liability company (“Redeveloper”), entered into that certain Redevelopment Agreement (Fountain Springs Estates Housing Redevelopment Project) dated March 21, 2016 (the “Redevelopment Agreement”).

B. Due to delays in closing on the purchase and sale of the Project Site, as defined in the Redevelopment Agreement, Redeveloper desires to amend the Redevelopment Agreement to extend the Project Completion Date from March 31, 2017 to December 31, 2017.

C. Attached hereto as Exhibit “A” is a copy of the First Amendment to Redevelopment Agreement (Fountain Springs Estates Housing Redevelopment Project), which amends the Project Completion Date to December 31, 2017 (the “First Amendment”).

D. The CDA has reviewed the First Amendment and has determined that the extension of the Project Completion Date to December 31, 2017 will not materially affect the Project or the amount of the tax increment generated by the Project.

NOW THEREFORE, BE IT RESOLVED, the CDA hereby approves and adopts the First Amendment and authorizes the Chairperson and the Secretary of the CDA to execute and enter into the First Amendment.

The CDA hereby rescinds any other resolutions or actions that are contradictory or incompatible with this Resolution.

Dated this 26th day of April, 2016.

COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF FREMONT, NEBRASKA

By: _____
Chairperson

ATTEST:

Secretary

EXHIBIT "A"

**FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT
(FOUNTAIN SPRINGS ESTATES HOUSING REDEVELOPMENT PROJECT)**

(Attach)

4818-9261-6240, v. 1

Staff Report

TO: Mayor and City Council
FROM: Troy Anderson, Director of Planning
DATE: April 26, 2016
SUBJECT: Redevelopment Amendment – 23rd & Bell Redevelopment Plan

Recommendation: 1) open the public hearing, 2) receive testimony, 3) close the public hearing, and 4) move to approve the resolution.

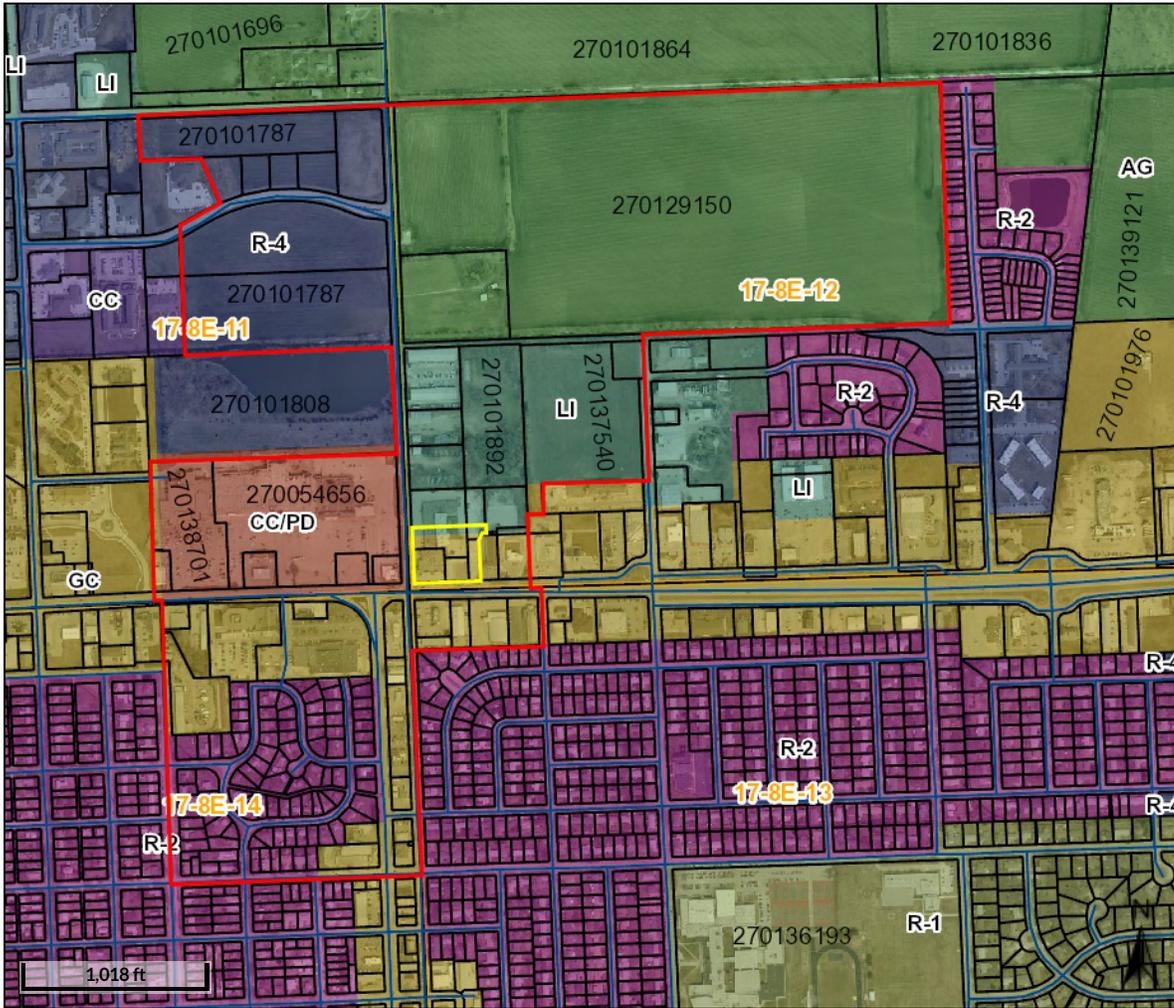
Background: In July of 2014, the City of Fremont adopted a redevelopment plan for a blighted area located near the intersection of E 23rd Street and N Bell Street. Since then a specific redevelopment project has been identified within the redevelopment area. As part of that redevelopment project the developer is requesting the use of tax increment financing for the purposes of assisting in payment for the public improvements associated with the redevelopment project.

The specific redevelopment project consists of 9,000 square feet of multi-tenant mixed-uses and 9,000 square feet of restaurant. In accordance with the Nebraska Community Development Law (the “Act”), an amendment to the Redevelopment Plan for the subject property has been prepared and is being presented to the Planning Commission in order that public comment regarding the specific redevelopment project may be received and a recommendation may be made to the Community Development Agency (CDA) regarding:

1. The projects location within the redevelopment area,
2. The promotion of the health, safety, morals, order, convenience, prosperity, and the general welfare of the community in conformance with the Act and the Redevelopment Plan adopted by the City of Fremont, and
3. 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.

By a vote of 6-0, the Planning Commission recommended approval of the Amendment to the Redevelopment Plan at its regularly scheduled meeting March 21, 2016.

Fiscal Impact: N/A



Overview



Legend

- Highways**
 - <all other values>
 - I
 - LS
 - N
 - R
 - US
- Parcels**
- Sections**
- Airport**
- Streets**
- Zoning**
 - <all other values>
 - AG
 - CC
 - CC/PD
 - DC
 - GC
 - GI
 - LI
 - MU
 - MU / TND
 - R-1
 - R-2
 - R-2/NC
 - R-3
 - R-4
 - R-5
 - RR
 - UC
 - UC/SC
 - UNKNOWN

Parcel ID	270063546	Alternate ID	2391-12-3-60003-000-0010	Owner Address	SHENK, LARRY W & GINGER
Sec/Twp/Rng	12-17-8	Class	MH - Mobile Home		2420 ROAD 45
Property Address	2430 NYAGER #10	Acreage	n/a		LINWOOD, NE 68036
District	1 - FREMONT CITY				
Brief Tax Description	1970 RITZCRAFT 12X56 #10 JACK'S TRAILER COURT IMPROVEMENTS ONLY				
	(Note: Not to be used on legal documents)				

**AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE 23RD & BELL REDEVELOPMENT AREA
IN THE CITY OF FREMONT, NEBRASKA**

(YAGER RETAIL 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 “23rd & Bell” redevelopment area in the City of Fremont, as amended (the “Redevelopment Plan”). The Redevelopment Plan as prepared by the City dated July of 2014 and was approved by the City Council of the City on July 29, 2014, pursuant to Resolution No. 2014-137. The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas of the City, as set forth in the Redevelopment Plan.

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

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

Description of the Project

The project under consideration will be completed in two phases. Phase One will consist of the construction of a new approximately 9,000 square foot multi-tenant mixed use building, and Phase Two will consist of the construction of a new restaurant not to exceed 9,000 square feet, both of which will be located on the Project Site. Phase One and Phase Two shall be collectively referred to herein as, the “Project”.

Project

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 businesses and/or development. In order to support private development, the Project Site and the Redevelopment Area are in need of rehabilitation and redevelopment.

The Project Site was previously occupied by a motel which has been demolished, making way for redevelopment. The Project Site requires significant upfront costs, including site grading and preparation, in order to be developed. Due to the additional upfront costs required to eliminate the blighted and substandard conditions from the Project Site, the Project is not feasible without the use of tax increment financing, which will be used to pay for eligible expenditures under the Act. The redevelopment of the Project Site is anticipated to eliminate the current blight and substandard conditions of the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan.

Yager Retail, LLC (the “Redeveloper”) has submitted a proposal for the redevelopment of the Project Site to include the construction of a new mixed use building, a restaurant and associated improvements on the Project Site. The Redeveloper intends to subdivide the Project Site into two separate lots of approximately 1.29 acres and 1.21 acres (“Lot 1” and “Lot 2”, respectively), and to complete the redevelopment of the Project Site in two phases in order to maximize the TIF resources available. The redeveloper desires to construct an approximately 9,000 square foot building, plus around 96 parking stalls, which will incorporate both retail and restaurant uses on Lot 1 (“Phase One”), and a new restaurant up to 9,000 square feet in size on Lot 2 (“Phase Two”). The Redeveloper will enter into a separate Redevelopment Agreement with respect to each phase of the Project.

Redeveloper will pay the costs of the private improvements, including all costs of construction of the buildings. As part of the Project, the CDA shall capture available tax increment revenues generated by the redevelopment of the Project Site to assist in payment for the public improvements listed as eligible expenditures under the Act in the Redevelopment Area and to be more fully described in each Redevelopment Agreement. Such public improvements may include, but are not limited to: site acquisition, site preparation, architectural and engineering fees, landscaping 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 effective date for each phase of the Project, for purposes of Neb. Rev. Stat. § 18-2147, as amended, shall be determined in each Redevelopment Agreement.

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

EXHIBIT "A"
Legal Description of the Project Site

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

Lot 2, Yager Place Subdivision, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska (to be subdivided into two lots of approximately 1.29 and 1.21 acres).

EXHIBIT “B”
Statutory Elements

A. Property Acquisition, Demolition and Disposal

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

B. Population Density

The proposed development at the Project Site includes the construction of a multi-tenant mixed use building and a restaurant, neither of which will significantly affect population density in the project area.

C. Land Coverage

Phase One of the Project will consist of constructing an approximately 9,000 square foot multi-tenant mixed use building on an approximately 1.29 acre lot. Phase Two will consist of constructing a restaurant not to exceed 9,000 square feet on an approximately 1.21 acre lot. Both Phase One and Phase Two 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

No adverse impacts are anticipated with respect to traffic flow, street layouts, and street grades.

E. Parking

The construction of both Phase One and Phase Two of the Project will include construction of a parking lots that will meet or exceed the parking requirements set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

The Project Site is located in the General Commercial zoning district and the Project is a permitted use in said zoning district. The Project will require that the property be subdivided. Redeveloper is responsible for all costs associated with the approval of the subdivision and the replatting of the property. No additional zoning, building code, or ordinance changes will be necessary for the Project.

**AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE 23RD & BELL REDEVELOPMENT AREA
IN THE CITY OF FREMONT, NEBRASKA**

(YAGER RETAIL 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 “23rd & Bell” redevelopment area in the City of Fremont, as amended (the “Redevelopment Plan”). The Redevelopment Plan as prepared by the City dated July of 2014 and was approved by the City Council of the City on July 29, 2014, pursuant to Resolution No. 2014-137. The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas of the City, as set forth in the Redevelopment Plan.

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

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

Description of the Project

The project under consideration will be completed in two phases. Phase One will consist of the construction of a new approximately 9,000 square foot multi-tenant mixed use building, and Phase Two will consist of the construction of a new restaurant not to exceed 9,000 square feet, both of which will be located on the Project Site. Phase One and Phase Two shall be collectively referred to herein as, the “Project”.

Project

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 businesses and/or development. In order to support private development, the Project Site and the Redevelopment Area are in need of rehabilitation and redevelopment.

The Project Site was previously occupied by a motel which has been demolished, making way for redevelopment. The Project Site requires significant upfront costs, including site grading and preparation, in order to be developed. Due to the additional upfront costs required to eliminate the blighted and substandard conditions from the Project Site, the Project is not feasible without the use of tax increment financing, which will be used to pay for eligible expenditures under the Act. The redevelopment of the Project Site is anticipated to eliminate the current blight and substandard conditions of the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan.

Yager Retail, LLC (the “Redeveloper”) has submitted a proposal for the redevelopment of the Project Site to include the construction of a new mixed use building, a restaurant and associated improvements on the Project Site. The Redeveloper intends to subdivide the Project Site into two separate lots of approximately 1.29 acres and 1.21 acres (“Lot 1” and “Lot 2”, respectively), and to complete the redevelopment of the Project Site in two phases in order to maximize the TIF resources available. The redeveloper desires to construct an approximately 9,000 square foot building, plus around 96 parking stalls, which will incorporate both retail and restaurant uses on Lot 1 (“Phase One”), and a new restaurant up to 9,000 square feet in size on Lot 2 (“Phase Two”). The Redeveloper will enter into a separate Redevelopment Agreement with respect to each phase of the Project.

Redeveloper will pay the costs of the private improvements, including all costs of construction of the buildings. As part of the Project, the CDA shall capture available tax increment revenues generated by the redevelopment of the Project Site to assist in payment for the public improvements listed as eligible expenditures under the Act in the Redevelopment Area and to be more fully described in each Redevelopment Agreement. Such public improvements may include, but are not limited to: site acquisition, site preparation, architectural and engineering fees, landscaping 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 effective date for each phase of the Project, for purposes of Neb. Rev. Stat. § 18-2147, as amended, shall be determined in each Redevelopment Agreement.

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

EXHIBIT "A"
Legal Description of the Project Site

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

Lot 2, Yager Place Subdivision, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska (to be subdivided into two lots of approximately 1.29 and 1.21 acres).

EXHIBIT “B”
Statutory Elements

A. Property Acquisition, Demolition and Disposal

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

B. Population Density

The proposed development at the Project Site includes the construction of a multi-tenant mixed use building and a restaurant, neither of which will significantly affect population density in the project area.

C. Land Coverage

Phase One of the Project will consist of constructing an approximately 9,000 square foot multi-tenant mixed use building on an approximately 1.29 acre lot. Phase Two will consist of constructing a restaurant not to exceed 9,000 square feet on an approximately 1.21 acre lot. Both Phase One and Phase Two 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

No adverse impacts are anticipated with respect to traffic flow, street layouts, and street grades.

E. Parking

The construction of both Phase One and Phase Two of the Project will include construction of a parking lots that will meet or exceed the parking requirements set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

The Project Site is located in the General Commercial zoning district and the Project is a permitted use in said zoning district. The Project will require that the property be subdivided. Redeveloper is responsible for all costs associated with the approval of the subdivision and the replatting of the property. No additional zoning, building code, or ordinance changes will be necessary for the Project.

**COMMUNITY DEVELOPMENT AGENCY
CITY OF FREMONT, NEBRASKA
YAGER RETAIL REDEVELOPMENT PROJECT – PHASE ONE**

**COST-BENEFIT ANALYSIS
(Pursuant to Neb. Rev. Stat. § 18-2113)**

The Yager Retail Redevelopment Project will be completed in two phases, the first of which is described on the attached Exhibit A. The cost-benefit analysis for Phase One of the Yager Retail Redevelopment Project (Phase One is referred to herein as 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:	\$226,500
b.	Estimated Completed Project Assessed Valuation:	\$2,400,300
c.	Estimated Tax Increment Base (b. minus a.):	\$2,173,800
d.	Estimated Annual Projected Tax Shift:	\$42,900

Note: The estimated 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 1.973072, which is the 2015 Dodge County tax levy, and will likely change for 2016.

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 of approximately \$2,780,000 for the acquisition, construction and installation of the Project and related and ancillary improvements. It is proposed that approximately \$600,000 of these expenditures will be financed with the proceeds of tax increment financing indebtedness, with the remaining balance to be paid by the Redeveloper. In addition, it is anticipated that the CDA will capture a portion of the TIF sum to assist in the payment of public costs associated with the Project. The sources and uses of the TIF indebtedness will be more particularly set forth in the Redevelopment Agreement for this Project. All expenditures financed by tax increment financing indebtedness shall be eligible public expenditures. It is not anticipated that the Project will have a material adverse impact on existing public infrastructure. The Project improvements will materially benefit other property in and around the City.

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

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, it is intended to create a long term benefit and substantial increase in property taxes to the City and other local taxing jurisdictions. The Project should also generate immediate tax growth for the City. The Project will include

an amount of personal property that will be on the property tax rolls upon its acquisition and installation. Additionally, the City should realize revenue from sales tax paid by customers purchasing goods from the restaurants and/or stores constructed and operated in connection with 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 not anticipated that the Project will have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project.

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

The Project should have a material positive impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. The Project is not anticipated to impose a burden or have a negative impact on other local area employers. The Project should also increase the need for services and products from existing businesses. The Project will require the purchase of food preparation materials, paper products, janitorial services and similar products/services.

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

The Project is anticipated to create up to 5 full time professional or managerial jobs in the City. Anticipated annual salaries for these jobs will be \$40,000 to \$60,000. Further, the Project is anticipated to create up to 30 technical or skilled full time jobs and additional unskilled part time jobs in the City. When secondary employment effects in other employment sectors are added, the total employment effects are expected to be even higher.

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

6. Cost Benefit Analysis Conclusion:

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

Approved by the Community Development Agency, City of Fremont this 26th day of April, 2016.

_____, Chairman

_____, Secretary

EXHIBIT A

PROJECT INFORMATION

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

Lot 2, Yager Place Subdivision, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska (to be subdivided into a parcel consisting of approximately 1.29 acres)

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

(a) **Private Improvements.** The private improvements to be constructed by the redeveloper on the Project Site include a new approximately 9,450 square foot multi-tenant building incorporating retail and restaurant uses and associated improvements on the Project Site.

(b) **Public Improvements.** Land acquisition, extension of public utilities, architectural and engineering fees, site preparation, landscaping and other eligible public expenditures under the Act as determined in the Redevelopment Agreement; paid for, in part, by the tax increment generated by the private improvements.

4834-5300-9453, v. 3

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

RESOLUTION NO. 2016-_____

(Amendment to the Redevelopment Plan for the Yager Retail Redevelopment Project
and
Cost-Benefit Analysis for the Yager Retail Redevelopment Project – Phase One)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT,
NEBRASKA APPROVING AN AMENDMENT TO THE REDEVELOPMENT PLAN OF
THE CITY OF FREMONT FOR THE YAGER RETAIL REDEVELOPMENT
PROJECT AND A COST-BENEFIT ANALYSIS FOR PHASE ONE OF THE YAGER
RETAIL REDEVELOPMENT PROJECT.**

WHEREAS, the City Council of the City of Fremont via Resolution No. 2014-137 dated July 29, 2014 adopted a plan of redevelopment prepared by the Fremont Planning Department dated as of July, 2014 (the “Redevelopment Plan”) for certain portions of the City of Fremont identified in the Blight and Substandard Determination Study prepared by the Northeast Nebraska Economic Development District dated January 15, 2014 as the “23rd and Bell” redevelopment area (the “Redevelopment Area”);

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

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

WHEREAS, the City Council of the City of Fremont, Nebraska, as required under Section 18-2113(2) of the Act, has conducted a Cost-Benefit Analysis for Phase One of the Project, which is attached as Exhibit “B” and incorporated by this reference;

WHEREAS, on April 26, 2016, a meeting of the City Council of the City of Fremont, Nebraska was held at 7:00 p.m. at the Fremont City Council Chambers, 400 East Military Road, in Fremont, Nebraska in order to conduct a public hearing to determine whether the Amendment and the Cost-Benefit Analysis should be approved;

WHEREAS, a notice of public hearing was published on April 6, 2016 and April 13, 2016, the latter date of which was at least ten (10) days prior to the time

of the public hearing, which notice of public hearing described the time, date, place and purpose of the hearing;

WHEREAS, the City Council of the City of Fremont reviewed and discussed the recommendations received from the Planning Commission;

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

WHEREAS, the Amendment clarifies the scope of the Redevelopment Plan and incorporates the Yager Retail Redevelopment Project into the Redevelopment Plan and into compliance with the Act;

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

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

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

WHEREAS, the costs and benefits of Phase One of the Project are in the long-term best interest of the community; and

WHEREAS, pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the City Council desires to approve the Amendment and the Cost-Benefit Analysis.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Fremont, Nebraska, does hereby approve and adopt the Amendment and the Cost-Benefit Analysis.

DATED THIS 26th day of April, 2016.

THE CITY OF FREMONT, NEBRASKA

By: _____
Mayor

ATTEST: _____
Clerk

EXHIBIT “A”
Amendment to the Redevelopment Plan

(See Attached)

EXHIBIT “B”
Cost-Benefit Analysis

(See Attached)

4837-8227-0765, v. 1

Exhibit “B”

STAFF REPORT

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TYLER FICKEN, CITY CLERK

DATE: April 21, 2016

SUBJECT: ERICON INC. DBA QUICK PIK AT 1156 W. 23RD ST.

Recommendation: Mayor to open the public hearing on the Class D liquor license manager application of Ericon Inc. dba Quick Pik at 1156 W. 23rd St.. Receive testimony 3. Mayor to close the public hearing.

Background: This is an existing business requesting LaCretia A. Bechtold be approved as the new liquor license manager

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TYLER FICKEN, CITY CLERK

DATE: April 21, 2016

SUBJECT: ERICON INC. DBA QUICK PIK AT 1156 W. 23RD ST.

Recommendation: 1. Move to approve Resolution by recommending approval of new liquor license manager application of LaCretia A. Bechtold for Ericon Inc. dba Quick Pik at Quick Pik at 1156 W. 23rd St.

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

The Resolution presented to Council requires a choice to be made. Council can recommend approval, no recommendation, no recommendation with stipulations or denial. Once a motion to amend the Resolution choosing one of the options has been made, then Council will need to approve the Resolution, as amended.



Pete Ricketts
Governor

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Robert B. Rupe
Executive Director

301 Centennial Mall South, 5th Floor

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814 or (402) 471-2374

TRS USER 800 833-7352 (TTY)

web address: <http://www.lcc.ne.gov/>

MANAGER RECOMMENDATION

DATE: March 31, 2016

TO: Fremont City Clerk

E-MAIL: tyler.ficken@fremontne.gov

MANAGER: Bechtold, LaCretia A

LICENSEE: Erlson Inc. dba Quick Plk at 1156 West 23rd Street

LICENSE #: D-111556

DUE DATE: May 15th, 2016

Attached is a copy of a new manager application submitted to Nebraska Liquor Control Commission. Please complete the following to submit your recommendation. Send back to Shannon Nyhoff at Shannon.nyhoff@nebraska.gov or fax to (402) 471-2814; with questions call (402) 471-2572.

APPROVED

NO LOCAL RECOMMENDATION

DENIED

COMMENTS:

(may attach minutes and/or additional notes)

CLERKS SIGNATURE: _____

DATE: _____

Janice M. Wiebusch
Commissioner

Robert Raff
Chairman

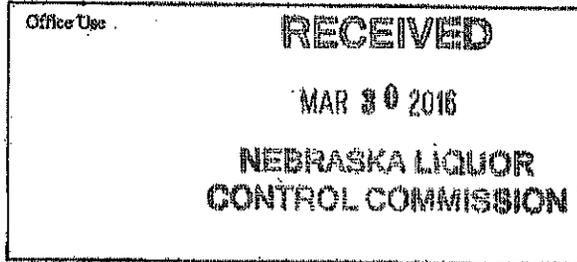
An Equal Opportunity Employer



1600000688

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 96046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2371
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



MUST BE:

- ✓ **Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport**
- ✓ **Nebraska resident. Include copy of voter registration in the State of Nebraska**
- ✓ **Fingerprinted. See Form 147 for further information, this form **MUST** be included with your application.**
- ✓ **21 years of age or older**

Name of Corporation/LLC: Erizon Inc.

Liquor License Number: 111556 Class Type: 1 (If new application leave blank)

Premise Trade Name/DBA: Qwick-lik

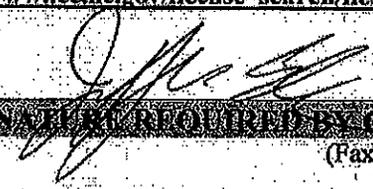
Premise Street Address: 1156 W. 23rd St. - Inside

City: Fremont County: Dodge Zip Code: 68025

Premise Phone Number: 402-927-5093

Email address: JeffJduck@aol.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission, Click on this link to see authorized individuals. http://www.lcc.ne.gov/license_search/licsearch.cgi


SIGNATURE REQUIRED BY CORPORATE OFFICER, MANAGING MEMBER
(Faxed signatures are acceptable)

Last Name: Bechtold First Name: La Cretia MI: A.
 Home Address (include PO Box if applicable): 107 W. Oak St PO Box 1163
 City: Cedar Bluffs County: Saunders Zip Code: 108015
 Home Phone Number: [REDACTED] Business Phone Number: 402-727-5722
 Social Security Number: [REDACTED] Drivers License Number & State: [REDACTED]
 Date Of Birth: Aug. 4, 1985 Place Of Birth: Omaha, NE
 Email address: Cretia.selecte1@gmail.com

RECEIVED

MAR 30 2016

YES NO

NEBRASKA LIQUOR CONTROL COMMISSION

Spouses Last Name: Bechtold First Name: Gregory MI: C.
 Social Security Number: [REDACTED] Drivers License Number & State: [REDACTED]
 Date Of Birth: [REDACTED] Place Of Birth: Omaha, NE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	2006	2011	Cedar Bluffs, NE	2006	2009
Fremont, NE	2011	2014	Fremont, NE	2009	2014
Cedar Bluffs, NE	2014	2016	Cedar Bluffs, NE	2014	2016

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2015	2016	Ericson Inc.	Jeff Ellis	[REDACTED]
2014	2015	McCardys	Tyler Popousek	[REDACTED]

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

YES NO

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

MAR 30 2016

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	NEBRASKA LIQUOR CONTROL COMMISSION

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

If YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: 3/24/16 Name on Certificate: LaCretia Antonette Bechtold

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
LaCretia Bechtold	03/2016	Responsible Beverage Service Training

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MAR 30 2016
NEBRASKA LIQUOR
GENERAL COMMISSION

*For list of NLCC Certified Training Programs see www.lcc.ne.gov/bairdinfo.html

Experience:

Applicant Name / Job Title	Date of Employment	Name & Location of Business:

5. Have you enclosed Form 147 regarding fingerprints?

YES NO

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

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

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

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MAR 30 2016

Carita Bechtold
Signature of Manager Applicant

Doreen C. Bechtold
Signature of Spouse
NEBRASKA LIQUOR COMMISSION

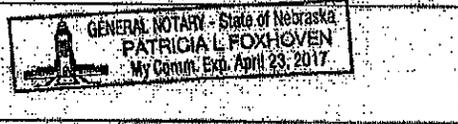
ACKNOWLEDGEMENT

State of Nebraska
County of Dodge
3-24-2016
Date

The foregoing instrument was acknowledged before me this
by Lacretta A. Bechtold
name of person acknowledged

Patricia L. Foxhoven
Notary Public Signature

Notary Seal



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



RECEIVED

MAR 30 2016

NEBRASKA LIQUOR
CONTROL COMMISSION

General	Credential	Number	Earned	Expires
La cretia Antoinette Bochtold 107 w oak st Cedar bluffs NE 68018	RBST GENERAL	RB-0059887	03-24-2016	03-24-2019

RECEIVED
MAR 30 2016
NEBRASKA LIQUOR
CONTROL COMMISSION

RECEIVED
MAR 9 2 1968
NEBRASKA LICENSING
BOARD COMMISSION

DOUGLAS COUNTY HEALTH DEPARTMENT
Vital Statistics Section
125 - 435603
CERTIFICATE OF LIVE BIRTH

4027212437

1. CHILD-NAME LAST: Donald MIDDLE: Andre FIRST: Michael	2. SEX: Male	3. DATE OF BIRTH (Month, Day, Year): 12/14/67	4. HOUR: 11:44 A.M.
5. HOSPITAL-NAME (If not in Schedule, give street and number): University of Nebraska Hospital 6. (Signature of) /s/ Michael Woods, M.D. 7. CERTIFIER-NAME AND TITLE (Type or print): Dr. Michael Woods M.D. 8. REGISTER-SIGNATURE: <i>Donald J. Hastings, M.P.H.</i>	9. INSIDE-CITY-LIMITS (Specify Year or No.): Ab. Yes	10. DATE SIGNED (Month, Day, Year): 12/14/67	11. NAME AND TITLE OF ATTENDANT (If other than certifier): M.D.
12. RESIDENCE-STATE: Nebraska	13. CITY, TOWN, OR LOCALITY OF BIRTH: Omaha	14. STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP: 42nd & Dewey Omaha, Nebraska 68105	15. RECEIVED: MONTH DAY YEAR
16. MOTHER-MAIDEN NAME: LAST: Lora FIRST: Anna MIDDLE: Marie	17. AGE (at time of birth): 22	18. CITY AND STATE OF BIRTH (If not in U.S.A., Name Country): Omaha, Nebraska	19. SEX: Female
20. RESIDENCE-STATE: Nebraska	21. COUNTY: Douglas	22. CITY, TOWN, OR LOCALITY OF BIRTH (Specify, last or first): Omaha	23. STREET AND NUMBER: 2923 Himebaugh
24. MOTHER'S MAILING ADDRESS - If not same as residence: /s/ Lori A. Donald	25. FATHER'S MAILING ADDRESS - If not same as residence: /s/ Lori A. Donald	26. AGE (at time of birth) (Specify, last or first): 23	27. CITY AND STATE OF BIRTH (If not in U.S.A., Name Country): Jackson, Mississippi
28. SIGNATURE OF REGISTRAR: /s/ Lori A. Donald	29. TITLE OF REGISTRAR: REGISTRAR	30. SIGNATURE OF REGISTRAR: <i>Lori A. Donald</i>	31. TITLE OF REGISTRAR: REGISTRAR

Quik Spot

Important Message:
 If you have recently moved, please use the [Polling Place](#) feature. Locate Your Polling Place with the street and city address of your new/current residence.

[HOME](#)

[REGISTRATION INFORMATION](#)

[POLLING PLACE](#)

[PROVISIONAL BALLOT](#)

[ABSENTEE BALLOT](#)

Select Language ▾

Registrant Search Information

Registrant Detail

Name: Laoretia A Bechtold
Party: Republican
Polling Place: Cedar Bluffs Auditorium
 106 W Main St
 Po Box 249
 Cedar Bluffs, NE 68015

Districts

DISTRICT NAME	DISTRICT TYPE
Cedar Bluffs Public Schools	School District
Southeast Com College Dist 2	Community College District
U.S. Congressional District 1	U.S. Congressional District
Appeals Court Judge Dist 5	Judge of Appeals Court Dist.
County Judge Dist 5	Judge of County Court Dist.
District Judge, Dist 5	Judge of District Court Dist.
Supreme Court Judge Dist 5	Judge of Supreme Court Dist.
Legislative District 23	Legislative District
Lower Platte North NRD SubD 7	Natural Resources District
Nebraska PPD SubD 9	Public Power District
Omaha PPD SubD North	Public Power District
PSC District 3	Public Service Comm District
Board of Regents District 5	Board of Regents
ESU 2 District 3	ESU District
CO BRD SUP DIST 4	County Board (Commis./Superv)
CEDAR BLUFFS FIRE DIST 7	Fire District
NORTH CEDAR TOWNSHIP	Township Board
VILLAGE TRUSTEE- CEDAR BLUFFS	Village Board
State Board of Education Dist 5	State Board of Education

Patti Lindgren
(402) 443-8101
County Clerk
PO BOX 61
Wahoo, NE 68066



OMAHA NE 680
26 MAR 2016 Return Service Requested
U.S. POSTAGE
ZIP 68066 \$ 000.35⁰
02 4W
0000334517 MAR 28 2018

Acknowledgement & Verification of Registration

DETACH AT PERFORATION AND KEEP ENTIRE BOTTOM PORTION

Joseph G. Bowers in Lincoln, Saunders County, State of Nebraska
Polling Place: Party: REP
Cedar Bluffs Auditorium
106 W Main St
Po Box 249
Cedar Bluffs
U.S. Congressional District 1
PSC District 3
Board of Regents District 5
Legislative District 23

2386921
Lacretia A Bechtold
Po Box 163
Cedar Bluffs, NE 68015

5016363



RECEIVED

MAR 31 2016

NEBRASKA LIQUOR
CONTROL COMMISSION

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95846
LINCOLN, NE 68509-4046
PHONE: (402) 671-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov

RECEIVED

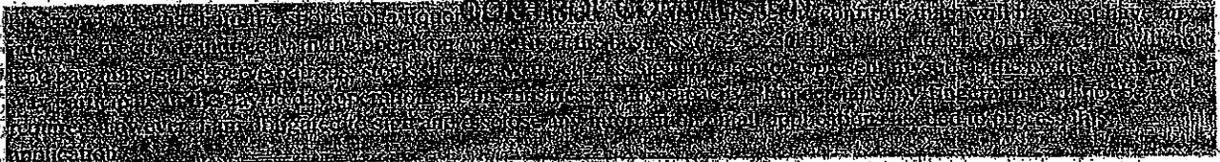
MAR 31 2016

NEBRASKA LIQUOR

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MAR 30 2016

NEBRASKA LIQUOR
CONTROL COMMISSION



Gregory C. Bechtold

Signature of spouse asking for waiver
(Spouse of individual listed below)

Gregory C. Bechtold

Printed name of spouse asking for waiver

State of Nebraska

County of Dodge

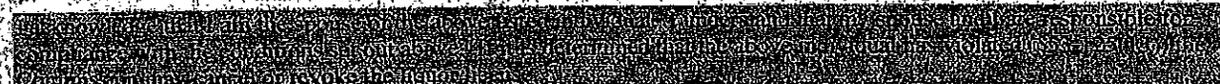
3-24-2016
Date

Patricia L. Foxhoven
Notary Public signature

The foregoing instrument was acknowledged before me this

by Gregory C. Bechtold
Name of person acknowledged

Affix Seal



Lacretia Bechtold

Signature of individual involved with application
(Spouse of individual listed above)

Lacretia Bechtold

Printed name of applying individual

State of Nebraska

County of Dodge

March 31, 2016
Date

Tasha Eiring
Notary Public signature

The foregoing instrument was acknowledged before me this

by Lacretia Bechtold
Name of person acknowledged

Affix Seal



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

**SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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

RECEIVED	
MAR 30 2016	
NEBRASKA LIQUOR CONTROL COMMISSION	
Class: _____	License #: _____

Applicant Name: Erizon Inc
(Corporation, LLC, Partnership or Individual)

Trade Name: Quik-Pik
(Doing Business As)

(402) 677-1443
Phone Number

Jeff Duck@aol.com
Contact E-mail Address

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- See New Application Requirement Guide for listing of Fingerprint Requirements, found on our website under "Licensing" tab in "Brochures".
- Fingerprints taken at NSP locations will be forwarded to NSP - CID;
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices will be released to the applicants;
Fingerprint cards should be submitted with the application.
- Fee payment of \$28.75 per person must be made directly to the NSP;
You may submit the payment through the NSP PayPort online system at www.ne.gov/go/nsp or checks made payable to NSP should be mailed directly to the following address:

The Nebraska State Patrol - CID Division
3800 NW 12th Street
Lincoln, NE 68521

- **DO NOT** send fee payments to the NLCC - fees **MUST** be paid directly to NSP;
Include a list of names covered by your payment to insure proper application of payment.
- This completed form **MUST** be included with your Liquor License Application and/or Manager Application or Changes to: Corporate Officers or Stockholders, LLC Members, Partners or Addition of Spouse where new fingerprint cards are required (see New Application Requirement Guide).
- Fingerprints are not required for spouses that have no involvement with business - Spousal Affidavit of Non Participation (Form 116) is required in lieu of fingerprints.

Please complete information on the following pages for EACH person fingerprinted.

1. Name: LaCrista A. Bechtold
(Please print legibly)
Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

2. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

3. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

4. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____
MAR 8 0 2016
NEBRASKA LIQUOR CONTROL COMMISSION

5. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

6. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

I hereby certify that fees of \$28.75 per person have been submitted directly to the Nebraska State Patrol - CID office. The undersigned certifies on behalf of the Corporation, LLC, Partnership or Licensee that it is understood that a misrepresentation of fact is cause for rejection of this application or suspension, cancellation or revocation of any license issued.

Name (Print): Jeffrey Ellis Title: PMC

Signature: [Handwritten Signature] Date: 3-24-16

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2015	Present	Ericson Inc.	Jeff Ellis	402-777-5127
2014	2015	Menards	Tyler Papousek	

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

YES NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
LaCretia Bechtold	2015	Saunders	Running A School Bus Stop Sign	ticket
	2007	Douglas	Operating w/ no license; Failure to appear	ticket
	2009	Douglas	Child Neglect	Dropped
Gregory Bechtold	2008	Saunders	MTP	ticket
	2008	Saunders	MTP	ticket

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO



Fremont Police Department Incident Narrative 2016001206

On 04/21/2016 I completed a background investigation regarding LaCretia A. Bechtold. Bechtold has applied for a managerial position at all 3 Quik-Pik locations in Fremont; 740 N. Davenport Avenue, 1156 West 23rd Street, and 2010 N. Bell Street.

Our office has not had any contacts with Bechtold regarding any criminal behavior on her behalf. I did a check of the number of police reports related to each location within the last year (04/21/2015 to 04/21/2016). There were 9 reports related to the store at 2010 N. Bell Street, 5 reports related to the store at 1156 West 23rd Street, and 1 call related to the store at 740 N. Davenport Avenue. The overwhelming majority of these reports concern criminal activity occurring at the stores such as shoplifting, persons not paying for gas, or property damage. These types of incidents occur at other convenience store locations and are common.

I did find a report from Ofc. Drake from November of 2015 regarding the sale of alcohol after hours occurring at the store at 2010 N. Bell Street. Bechtold was not the employee accused of selling the alcohol. Drakes report indicated she forwarded her report to the Nebraska Liquor Control Commission. I called the commission and talked to Brenda Hiland in the enforcement division who said they never received the report.

At this time I do not see any reason to deny Bechtold her application for the positions of manager. She has worked in this capacity already and has fully cooperated with our department during any investigation that occurred at the Quik-Pik.

Lt. Ed Watts
#Lt3

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA CONSIDERING THE APPLICATION FOR NEW LIQUOR LICENSE MANAGER OF LACRETIA A. BECHTOLD FOR ERICON INC. DBA QUICK PIK AT 1156 W. 23RD ST., FREMONT, NEBRASKA.

WHEREAS, an application was filed by LaCretia A. Bechtold of Ericon In. dba Quick Pik at 1156 W. 23rd St., Fremont, Nebraska for a new liquor license manager, and,

WHEREAS, a public hearing notice was published in the Fremont Tribune as required by state law on April 13, 2016; and,

WHEREAS, a public hearing was held on April 26, 2016 for the purpose of discussing such new liquor license manager application,

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

- o The City of Fremont hereby recommends approval of the above identified new liquor license manager application.
- o The City of Fremont hereby makes no recommendation as to the above identified new liquor license manager application.
- o The City of Fremont hereby makes no recommendation as to the above identified new liquor license manager application with the following stipulations:

The City of Fremont hereby recommends denial of the above identified new liquor license manager application for the following reasons:

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: TYLER FICKEN, CITY CLERK
DATE: April 21, 2016
SUBJECT: ERICON INC. DBA QUICK PIK AT 740 DAVENPORT AVE.

Recommendation: Mayor to open the public hearing on the Class D liquor license manager application of Ericon Inc. dba Quick Pik at 7040 Davenport Ave. Receive testimony 3. Mayor to close the public hearing.

Background: This is an existing business requesting LaCretia A. Bechtold be approved as the new liquor license manager

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TYLER FICKEN, CITY CLERK

DATE: April 21, 2016

SUBJECT: ERICON INC. DBA QUICK PIK AT 740 DAVENPORT AVE.

Recommendation: 1. Move to approve Resolution by recommending approval of new liquor license manager application of LaCretia A. Bechtold for Ericon Inc. dba Quick Pik at 7040 Davenport Ave.

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

The Resolution presented to Council requires a choice to be made. Council can recommend approval, no recommendation, no recommendation with stipulations or denial. Once a motion to amend the Resolution choosing one of the options has been made, then Council will need to approve the Resolution, as amended.



Pete Ricketts
Governor

STATE OF NEBRASKA
NEBRASKA LIQUOR CONTROL COMMISSION

Robert B. Rupe
Executive Director
301 Centennial Mall South, 5th Floor
P.O. Box 95046
Lincoln, Nebraska 68509-5046
Phone (402) 471-2571
Fax (402) 471-2814 or (402) 471-2374
TRS USER 800 833-7352 (TTY)
web address: <http://www.lcc.ne.gov/>

MANAGER RECOMMENDATION

DATE: March 31, 2016

TO: Fremont City Clerk

E-MAIL: tyler.flicker@fremontne.gov

MANAGER: Bechtold, LaCretia A

LICENSEE: Ericon Inc. dba Quick Pick at 740 Davenport Avenue

LICENSE #: D-111555

DUE DATE: May 15th, 2016

Attached is a copy of a new manager application submitted to Nebraska Liquor Control Commission. Please complete the following to submit your recommendation. Send back to Shannon Nyhoff at Shannon.nyhoff@nebraska.gov or fax to (402) 471-2814, with questions call (402) 471-2572.

APPROVED

NO LOCAL RECOMMENDATION

DENIED

COMMENTS:

(may attach minutes and/or additional notes)

CLERKS SIGNATURE: _____

DATE: _____

Janica M. Wiebusch
Commissioner

Robert B. Rupe
Chairman

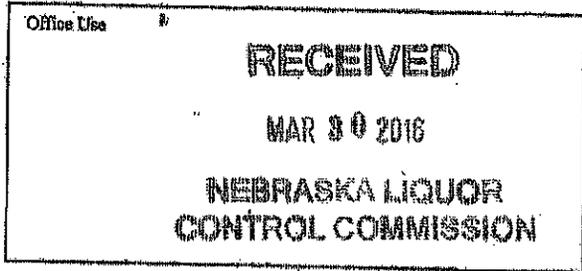


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ey
er

**MANAGER APPLICATION
INSERT - FORM 3c**

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



MUST BE:

- ✓ **Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport**
- ✓ **Nebraska resident. Include copy of voter registration in the State of Nebraska**
- ✓ **Fingerprinted. See Form 147 for further information, this form **MUST** be included with your application.**
- ✓ **21 years of age or older**

Name of Corporation/LLC: Eaton INC

Liquor License Number: 111555 Class Type A (if new application leave blank)

Premise Trade Name/DBA: Quick-Pak

Premise Street Address: 240 Davenport Ave - Inside

City: Forest County: Dodge Zip Code: 68025

Premise Phone Number: 402-731-2437

Email address: Jeff.Ivick@eaton.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals. http://www.lcc.ne.gov/license_search/licsearch.cgi

SIGNATURE REQUIRED BY CORPORATE OFFICER/MANAGING MEMBER
(Faxed signatures are acceptable)

Last Name: Bechtold First Name: La Cretia MI: A.
 Home Address (include PO Box if applicable): 107 W. Oak St PO Box 1163
 City: Cedar Bluffs County: Saunders Zip Code: 68015
 Home Phone Number: ~~XXXXXXXXXX~~ Business Phone Number: 402-727-5722
 Social Security Number: ~~XXXXXXXXXX~~ Drivers License Number & State: ~~XXXXXXXXXX~~
 Date Of Birth: ~~XXXXXXXXXX~~ Place Of Birth: Omaha, NE
 Email address: Cretia.selecte1@gmail.com

RECEIVED

YES NO

MAR 30 2016

NEBRASKA LIQUOR

Spouses Last Name: Bechtold First Name: Gregory MI: C.
 Social Security Number: ~~XXXXXXXXXX~~ Drivers License Number & State: ~~XXXXXXXXXX~~
 Date Of Birth: ~~XXXXXXXXXX~~ Place Of Birth: Omaha, NE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	2006	2011	Cedar Bluffs, NE	2006	2009
Fremont, NE	2011	2014	Fremont, NE	2009	2014
Cedar Bluffs, NE	2014	2016	Cedar Bluffs, NE	2014	2016

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2015	2016	Ericson Inc.	Jeff Ellis	[REDACTED]
2014	2015	McNards	Tyler Papousek	[REDACTED]

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

YES NO

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MAR 8 2016

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

NEBRASKA LIQUOR CONTROL COMMISSION

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

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLEEC Training Certificate Issued: 3/24/16 Name on Certificate: LaCretia Antoinette Bechto

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
LaCretia Bechtolet	03/2016	Responsible Beverage Service Training

RECEIVED

*For list of NLCC Certified Training Programs see www.lcc.ne.gov/traininginfo.html

MAR 30 2016

Experience:

Applicant Name / Job Title	Date of Employment	Name & Location of Business

NEBRASKA LIQUOR CONTROL COMMISSION

5. Have you enclosed Form 147 regarding fingerprints?

YES NO

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

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

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

RECEIVED

MAR 20 2016

[Signature]
Signature of Manager Applicant

[Signature]
Signature of Spouse
CONTROL COMMISSION

ACKNOWLEDGEMENT

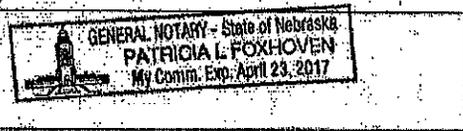
State of Nebraska
County of Dodge
3-24-2016
date

The foregoing instrument was acknowledged before me this

by Hecretia A. Bechtold
name of person acknowledged

[Signature]
Notary Public signature

Affix Seal



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



RECEIVED

MAR 20 2016

**NEBRASKA LIQUOR
CONTROL COMMISSION**

General	Credential	Number	Earned	Expires
Laetitia Ailoinette Bechtold 107 W Oak St Cedar Bluffs NE 68016	RBST GENERAL	RB-0059887	03-24-2016	03-24-2019
rbst	Nebraska	Wallo	03-24	

RECEIVED
MAR 30 2016
NEBRASKA LIQUOR
CONTROL COMMISSION

DOUGLAS COUNTY HEALTH DEPARTMENT
Vital Statistics Section

CERTIFICATE OF LIVE BIRTH

435603

126-

1. CHILD - NAME FIRST MIDDLE LAST JACQUELYN MICHELE DONALD	SEX Female	DATE OF BIRTH (Month, Day, Year) 03/24/84	HOUSE NO. & STREET	CITY AND STATE OF BIRTH (If not in U.S.A., Name Country)
2. PARENTS - NAME (If not in U.S.A., give under and number) FIRST MIDDLE LAST MOTHER - SIGNATURE Dr. Michael Woods M.D.	INDICATE CHILD'S SEX Yes	DATE SIGNED (Month, Day, Year) 03/24/84	CITY, TOWN, OR LOCATION OF BIRTH (Specify hospital) University of Nebraska Hospital	COUNTY OF BIRTH Douglas
3. REGISTER - SIGNATURE Daniel J. Hartung, Jr. M.P.H.	DATE SIGNED (Month, Day, Year) 03/24/84	NAME AND TITLE OF ATTENDING PHYSICIAN (If other than center) Dr. Michael Woods M.D.	MAILING ADDRESS (Street or R.F.D. No., City or Town, State, Zip) 6201 & Dewey Omaha, Nebraska 68105	
4. MOTHER - MAIDEN NAME FIRST MIDDLE LAST Lori Ann	AGE (at time of birth) (Specify year & mo) 22	RECEIVED MONTH YEAR 03 84	CITY AND STATE OF BIRTH (If not in U.S.A., Name Country) Omaha, Nebraska	
5. RESIDENCE - STATE COUNTY Nebraska Douglas	AGE (at time of birth) (Specify year & mo) 23	STREET AND NUMBER 2525 Hinshaw		
6. FATHER - NAME FIRST MIDDLE LAST Michael Jerome Donald	AGE (at time of birth) (Specify year & mo) 23			
7. REGISTER - SIGNATURE Michael Jerome Donald	RELATION TO CHILD 12b. Mother			

RECEIVED

MAR 30 2016

NEBRASKA LIQUOR CONTROL COMMISSION

THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS KEPT IN THE OFFICE OF THE REGISTRAR

Al J. Oertl
REGISTRAR

ALBERT J. OERTL, REGISTRAR
601 HENRIETTA ST., OMAHA, NE

Quik Spot

Important Message:
 If you have recently moved, please use the **Polling Place** feature. Locate Your Polling Place with the street and city address of your new/current residence.

HOME

REGISTRATION INFORMATION

POLLING PLACE

PROVISIONAL BALLOT

ABSENTEE BALLOT

Select Language ▼

Registrant Search Information

Registrant Detail

Name: Loretta A Bechtold
Party: Republican
Polling Place: Cedar Bluffs Auditorium
 108 W Main St.
 Po Box 249
 Cedar Bluffs, NE 68015

Districts

DISTRICT NAME	DISTRICT TYPE
Cedar Bluffs Public Schools	School District
Southeast Com. College Dist 2	Community College District
U.S. Congressional District 1	U.S. Congressional District
Appeals Court Judge Dist 5	Judge of Appeals Court Dist.
County Judge Dist 5	Judge of County Court Dist.
District Judge, Dist 5	Judge of District Court Dist.
Supreme Court Judge Dist 5	Judge of Supreme Court Dist.
Legislative District 23	Legislative District
Lower Platte North NRD SubD 7	Natural Resources District
Nebraska PPD SubD 9	Public Power District
Omaha PPD SubD North	Public Power District
PSC District 3	Public Service Comm District
Board of Regents District 5	Board of Regents
ESU 2 District 3	ESU District
CO BRD SUP DIST 4	County Board (Commles./Superv)
CEDAR BLUFFS FIRE DIST 7	Fire District
NORTH CEDAR TOWNSHIP	Township Board
VILLAGE TRUSTEE- CEDAR BLUFFS	Village Board
State Board of Education Dist5	State Board of Education

Voter View Mobile
 Registration Information Polling Place Provisional Ballot Absentee Ballot
 © Copyright 2014 Election Systems and Software. All rights reserved.
 © Voter View 2.10.1186.0

Paul Lindgren
(402) 443-8101
County Clerk
PO BOX 61
Wahoo, NE 68066

OMAHA NE 68102

20 MAR 2016 Return Service Requested

ZIP 68068 \$ 000.35⁰
02 44
000334617 MAR 25 2016



Acknowledgement & Verification of Registration

DETACH AT PERFORATION AND KEEP ENTIRE BOTTOM PORTION

CDAR BLUFFS IN LINVHO-01unders County, State of Nebraska
Polling Place: Party: REP
Cedar Bluffs Auditorium
106 W Main St
Po Box 249
Cedar Bluffs
U.S. Congressional District 1
PSC District 3
Board of Regents District 5
Legislative District 23

2386921
Laetitia A Bechtold
Po Box 163
Cedar Bluffs, NE 68015

5016383



RECEIVED

MAR 31 2016

NEBRASKA LIQUOR
CONTROL COMMISSION

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68309-5046
PHONE: (402) 471-2871
FAX: (402) 471-2814
Website: www.lcc.ne.gov

RECEIVED

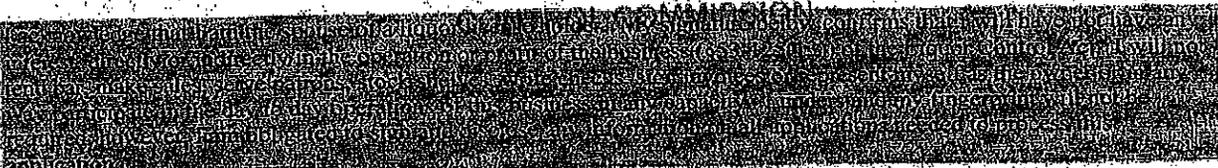
MAR 3 2016

NEBRASKA LIQUOR

RECEIVED

MAR 30 2016

NEBRASKA LIQUOR
CONTROL COMMISSION



Gregory C Bechtold
Signature of spouse asking for waiver
(Spouse of individual listed below)

Gregory C Bechtold
Printed name of spouse asking for waiver

State of Nebraska

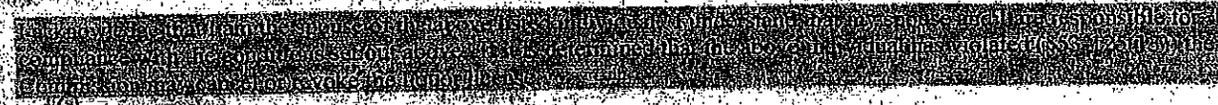
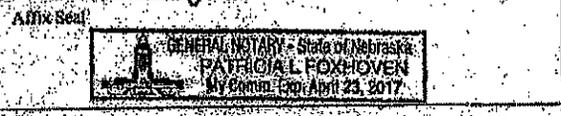
County of Dodge

3-24-2016
date

The foregoing instrument was acknowledged before me this

Patricia L. Johnson
Notary Public signature

by Gregory C Bechtold
Name of person acknowledged



Lacretia Bechtold
Signature of individual involved with application
(Spouse of individual listed above)

Lacretia Bechtold
Printed name of applying individual

State of Nebraska

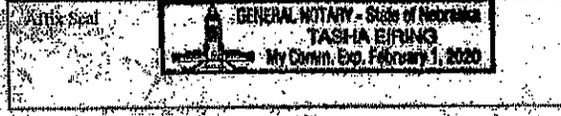
County of Dodge

March 31, 2016
date

The foregoing instrument was acknowledged before me this

Tasha Eiring
Notary Public signature

by Lacretia Bechtold
Name of person acknowledged



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

**SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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

RECEIVED	
MAR 30 2016	
NEBRASKA LIQUOR CONTROL COMMISSION	
Class: _____	License #: _____

Applicant Name: Erin, Inc
(Corporation, LLC, Partnership or Individual)

Trade Name: Quik-Pik
(Doing Business As)

(402) 677-1443
Phone Number

Jeff@quik-pik.com
Contact E-mail Address

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- See New Application Requirement Guide for listing of Fingerprint Requirements, found on our website under "Licensing" tab in "Brochures".
- Fingerprints taken at NSP locations will be forwarded to NSP - CID;
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices will be released to the applicants;
Fingerprint cards should be submitted with the application.
- Fee payment of \$28.75 per person must be made directly to the NSP;
You may submit the payment through the NSP PayPort online system at www.ne.gov/go/psp or checks made payable to NSP should be mailed directly to the following address:
The Nebraska State Patrol - CID Division
3800 NW 12th Street
Lincoln, NE 68521
- **DO NOT** send fee payments to the NLCC - fees MUST be paid directly to NSP;
Include a list of names covered by your payment to insure proper application of payment.
- This completed form MUST be included with your Liquor License Application and/or Manager Application or Changes to: Corporate Officers or Stockholders, LLC Members, Partners or Addition of Spouse where new fingerprint cards are required (see New Application Requirement Guide).
- Fingerprints are not required for spouses that have no involvement with business - Spousal Affidavit of Non Participation (Form 116) is required in lieu of fingerprints.

Please complete information on the following pages for EACH person fingerprinted.

1. Name: LaCrista A. Bechtold
(Please print legibly)
Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

2. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

3. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: F
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

4. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

MAR 30 2016

NEBRASKA LIQUOR
CONTROL COMMISSION

5. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

6. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

I hereby certify that fees of \$28.75 per person have been submitted directly to the Nebraska State Patrol -- CID offices. The undersigned certifies on behalf of the Corporation, LLC, Partnership or Licensee that it is understood that a misrepresentation of fact is cause for rejection of this application or suspension, cancellation or revocation of any license issued.

Name (Print): Jeffrey Ellis Title: Law

Signature: [Handwritten Signature] Date: 3-24-16

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2015	Present	Ericson Inc.	Jeff Ellis	402/773-5727
2014	2015	Menards	Tyler Popousek	

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

YES NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
LaCretia Bechtold	2015	Saunders	Running A School Bus Stop Sign	ticket
	2007	Douglas	Operating w/ no license, Failure to appear	ticket
	2009	Douglas	Child Neglect	Dropped
Gregory Bechtold	2008	Saunders	MTP	ticket
	2008	Saunders	MTP	ticket

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO



Fremont Police Department Incident Narrative 2016001206

On 04/21/2016 I completed a background investigation regarding LaCretia A. Bechtold. Bechtold has applied for a managerial position at all 3 Quik-Pik locations in Fremont; 740 N. Davenport Avenue, 1156 West 23rd Street, and 2010 N. Bell Street.

Our office has not had any contacts with Bechtold regarding any criminal behavior on her behalf. I did a check of the number of police reports related to each location within the last year (04/21/2015 to 04/21/2016). There were 9 reports related to the store at 2010 N. Bell Street, 5 reports related to the store at 1156 West 23rd Street, and 1 call related to the store at 740 N. Davenport Avenue. The overwhelming majority of these reports concern criminal activity occurring at the stores such as shoplifting, persons not paying for gas, or property damage. These types of incidents occur at other convenience store locations and are common.

I did find a report from Ofc. Drake from November of 2015 regarding the sale of alcohol after hours occurring at the store at 2010 N. Bell Street. Bechtold was not the employee accused of selling the alcohol. Drakes report indicated she forwarded her report to the Nebraska Liquor Control Commission. I called the commission and talked to Brenda Hiland in the enforcement division who said they never received the report.

At this time I do not see any reason to deny Bechtold her application for the positions of manager. She has worked in this capacity already and has fully cooperated with our department during any investigation that occurred at the Quik-Pik.

Lt. Ed Watts
#Lt3

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA CONSIDERING THE APPLICATION FOR NEW LIQUOR LICENSE MANAGER OF LACRETIA A. BECHTOLD FOR ERICON INC. DBA QUICK PIK AT 740 DAVENPORT AVE., FREMONT, NEBRASKA.

WHEREAS, an application was filed by LaCretia A. Bechtold of Ericon In. dba Quick Pik at 740 Davenport Ave., Fremont, Nebraska for a new liquor license manager, and,

WHEREAS, a public hearing notice was published in the Fremont Tribune as required by state law on April 13, 2016; and,

WHEREAS, a public hearing was held on April 26, 2016 for the purpose of discussing such new liquor license manager application,

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

- o The City of Fremont hereby recommends approval of the above identified new liquor license manager application.
- o The City of Fremont hereby makes no recommendation as to the above identified new liquor license manager application.
- o The City of Fremont hereby makes no recommendation as to the above identified new liquor license manager application with the following stipulations:

The City of Fremont hereby recommends denial of the above identified new liquor license manager application for the following reasons:

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: TYLER FICKEN, CITY CLERK
DATE: April 21, 2016
SUBJECT: ERICON INC. DBA QUICK PIK AT 2010 N. BELL ST..

Recommendation: Mayor to open the public hearing on the Class D liquor license manager application of Ericon Inc. dba Quick Pik at 2010 N. Bell St. Receive testimony 3. Mayor to close the public hearing.

Background: This is an existing business requesting LaCretia A. Bechtold be approved as the new liquor license manager

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TYLER FICKEN, CITY CLERK

DATE: April 21, 2016

SUBJECT: ERICON INC. DBA QUICK PIK AT 2010 N. BELL ST.

Recommendation: 1. Move to approve Resolution by recommending approval of new liquor license manager application of LaCretia A. Bechtold for Ericon Inc. dba Quick Pik at Quick Pik at 2010 N. Bell St.

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

The Resolution presented to Council requires a choice to be made. Council can recommend approval, no recommendation, no recommendation with stipulations or denial. Once a motion to amend the Resolution choosing one of the options has been made, then Council will need to approve the Resolution, as amended.



Pete Ricketts
Governor

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Hobert B. Rupe

Executive Director

301 Centennial Mall South, 5th Floor

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814 or (402) 471-2374

TRS USER 800 833-7352 (TTY)

web address: <http://www.lcc.ne.gov/>

MANAGER RECOMMENDATION

DATE: March 31, 2016

TO: Fremont City Clerk

E-MAIL: tyler.ficken@fremontne.gov

MANAGER: Bechtold, LaCretla A

LICENSEE: Ericson Inc. dba Quick Plk at 2010 N Bell Street

LICENSE #: D-104061

DUE DATE: May 15th, 2016

Attached is a copy of a new manager application submitted to Nebraska Liquor Control Commission. Please complete the following to submit your recommendation. Send back to Shannon Nyhoff at Shannon.nyhoff@nebraska.gov or fax to (402) 471-2814, with questions call (402) 471-2572.

_____ APPROVED

_____ NO LOCAL RECOMMENDATION

_____ DENIED

COMMENTS: _____

(may attach minutes and/or additional notes)

CLERKS SIGNATURE: _____

DATE: _____

Janice M. Wiebusch
Commissioner

Robert
Chapman

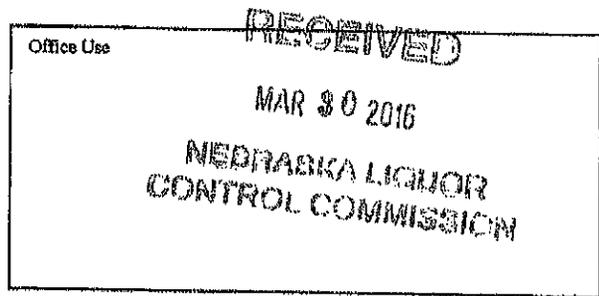


1600000690

Rob Bailey
Commissioner

**MANAGER APPLICATION
INSERT - FORM 3c**

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



MUST BE:

- ✓ **Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport**
- ✓ **Nebraska resident. Include copy of voter registration in the State of Nebraska**
- ✓ **Fingerprinted. See Form 147 for further information, this form **MUST** be included with your application.**
- ✓ **21 years of age or older**

Name of Corporation/LLC: Edison Dr.

Liquor License Number: 104061 Class Type D (If new application leave blank)

Premise Trade Name/DBA: Duck-P.K

Premise Street Address: 2010 N. Bell St. - Inside

City: Fremont County: Dodge Zip Code: 68035

Premise Phone Number: 402-727-5922

Email address: Jeff.Duck@aol.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals. http://www.lcc.ne.gov/license_search/licsearch.cgi

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Last Name: Bechtold First Name: La Cretia MI: A.

Home Address (include PO Box if applicable): 107 W. Oak St PO Box 163

City: Cedar Bluffs County: Saunders Zip Code: 168015

Home Phone Number: [REDACTED] Business Phone Number: 402-727-5722

Social Security Number: [REDACTED] Drivers License Number & State: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: Omaha, NE

Email address: Cretia.selecte1@gmail.com

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MAR 30 2016

YES NO

NEBRASKA LIQUOR CONTROL COMMISSION

Spouses Last Name: Bechtold First Name: Gregory MI: C

Social Security Number: [REDACTED] Drivers License Number & State: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: Omaha, NE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	2006	2011	Cedar Bluffs, NE	2006	2009
Fremont, NE	2011	2014	Fremont, NE	2009	2014
Cedar Bluffs, NE	2014	2016	Cedar Bluffs, NE	2014	2016

YEAR FROM	YEAR TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2015	2016	Ericson Inc.	Jeff Ellis	[REDACTED]
2014	2015	McNards	Tyler Papousck	[REDACTED]

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

YES NO

MAR 30 2016

NEBRASKA LIQUOR CONTROL COMMISSION

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

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

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: 3/24/16 Name on Certificate: LaCretia Antoinette Bechtol

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
LaCretia Bechtol	03/2016	Responsible Beverage Service Training

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MAR 30 2016

*For list of NLCC Certified Training Programs see www.lcc.ne.gov/traininginfo.html

NEBRASKA ALCOHOL & DRUG CONTROL COMMISSION

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed Form 147 regarding fingerprints?

YES NO

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MAR 20 2016

CONTROL COMMISSION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

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

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

Lacretia A. Bechtold
Signature of Manager Applicant

Doreen C. Bechtold
Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Dodge
3-24-2016
date

[REDACTED]
The foregoing instrument was acknowledged before me this
by Lacretia A. Bechtold
name of person acknowledged

Patricia L. Foxhoven
Notary Public/signature

Affix Seal
GENERAL NOTARY - State of Nebraska
PATRICIA L. FOXHOVEN
My Comm. Exp. April 23, 2017

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



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MAR 30 2016

NEBRASKA LIQUOR
CONTROL COMMISSION

General	Credential	Number	Earned	Expires
La crosse Antoinette Bechtold 107 W oak st Cedar bluffs NE 68015	RBST GENERAL	RB-0059887	03-24-2016	03-24-2019

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MAR 30 2016

NEBRASKA BOARD OF
CONTROL COMMISSIONERS

DOUGLAS COUNTY HEALTH DEPARTMENT
 Vital Statistics Section
CERTIFICATE OF LIVE BIRTH 126 - **435603**

1. CHILD - NAME FIRST MIDDLE LAST Isabella Antoinette Donald	2. SEX Female	3. DATE OF BIRTH (Month, Day, Year) [REDACTED]	4. HOURS 2:14 A.
5. HOSPITAL - NAME (If not in Douglas, give street and number) University of Nebraska Hospital	6. RESIDENT (Parents) Yes	7. COUNTY OF BIRTH Douglas	8. ADDRESS [REDACTED]
9. SIGNATURE OF PHYSICIAN Dr. Michael Woods M.D.	10. DATE SIGNED (Month, Day, Year) [REDACTED]	11. NAME AND TITLE OF ATTENDANT M.D.	12. CITY OR TOWN, STATE, ZIP M.D.
13. SIGNATURE OF REGISTRAR Donald A. Donald	14. RECEIVED [REDACTED]	15. CITY AND STATE OF BIRTH (not in U.S.A. Now) Omaha, Nebraska	16. YEAR [REDACTED]
17. MOTHER - maiden name FIRST MIDDLE LAST Lois Ann [REDACTED]	18. AGE (at time of birth) 22	19. CITY AND STATE OF BIRTH (not in U.S.A. Now) Omaha, Nebraska	20. YEAR [REDACTED]
21. FATHER - NAME FIRST MIDDLE LAST Michael Jayson Donald	22. AGE (at time of birth) 23	23. CITY AND STATE OF BIRTH (not in U.S.A. Now) Alexander, Mississippi	24. YEAR [REDACTED]
25. RESIDENCE - STATE Nebraska	26. COUNTY Douglas	27. CITY, TOWN, OR LOCATION, (includes zip code) Omaha 68111	28. STREET AND NUMBER 2593 Hinshelwood
29. MOTHER'S MAIRING ADDRESS - (Only if not same as residence) [REDACTED]	30. FATHER'S MAIRING ADDRESS - (Only if not same as residence) [REDACTED]	31. RELATION TO CHILD Mother	32. [REDACTED]

THIS CERTIFICATE IS VALID FOR THE PURPOSES OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Donald A. Donald
 REGISTRAR

RECEIVED
 MAR 8 0 2016
 NEBRASKA LIQUOR CONTROL COMMISSION



Important Message:
 If you have recently moved, please use the [Polling Place](#) feature. [Locate Your Polling Place](#) with the street and city address of your new/current residence.

[HOME](#)

[REGISTRATION
INFORMATION](#)

[POLLING
PLACE](#)

[PROVISIONAL
BALLOT](#)

[ABSENTEE
BALLOT](#)

[Select Language ▼](#)

Registrant Search Information

Registrant Detail

Name: Laoretia A Bechtold
Party: Republican
Polling Place: Cedar Bluffs Auditorium
 106 W Main St
 Po Box 249
 Cedar Bluffs, NE 68015

Districts

DISTRICT NAME

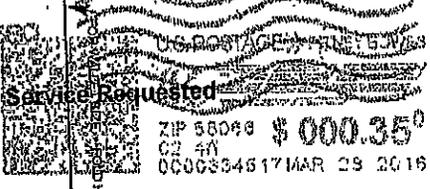
Cedar Bluffs Public Schools
 Southeast Com College Dist 2
 U.S. Congressional District 1
 Appeals Court Judge Dist 5
 County Judge Dist 5
 District Judge, Dist 5
 Supreme Court Judge Dist 5
 Legislative District 23
 Lower Platte North NRD SubD 7
 Nebraska PPD SubD 9
 Omaha PPD SubD North
 PSC District 3
 Board of Regents District 5
 ESU 2 District 3
 CO BRD SUP DIST 4
 CEDAR BLUFFS FIRE DIST 7
 NORTH CEDAR TOWNSHIP
 VILLAGE TRUSTEE- CEDAR BLUFFS
 State Board of Education Dist5

DISTRICT TYPE

School District
 Community College District
 U.S. Congressional District
 Judge of Appeals Court Dist.
 Judge of County Court Dist.
 Judge of District Court Dist.
 Judge of Supreme Court Dist.
 Legislative District
 Natural Resources District
 Public Power District
 Public Power District
 Public Service Comm District
 Board of Regents
 ESU District
 County Board (Commis./Superv)
 Fire District
 Township Board
 Village Board
 State Board of Education

Pat Lindgren
(402) 443-8101
County Clerk
PO BOX 61
Wahoo, NE 68066

OMAHA NE 68101
28 MAR 2016



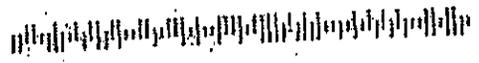
Acknowledgement & Verification of Registration

DETACH AT PERFORATION AND KEEP ENTIRE BOTTOM PORTION

Product CEDAR BLUFFS
Polling Place Party REP
Cedar Bluffs Auditorium
106 W Main St
Po Box 249
Cedar Bluffs
U.S. Congressional District 1
PSC District 3
Board of Regents District 5
Legislative District 23

2386921
Laetitia A Bechtold
Po Box 163
Cedar Bluffs, NE 68015

5016353



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MAR 31 2016

NEBRASKA LIQUOR
CONTROL COMMISSION

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 98846
LINCOLN, NE 68509-3046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lco.ne.gov

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MAR 31 2016

NEBRASKA LIQUOR CONTROL COMMISSION

RECEIVED

MAR 30 2016

NEBRASKA LIQUOR CONTROL COMMISSION

[Redacted section]

Gregory C Bechtold

Signature of spouse asking for waiver
(Spouse of individual listed below)

Gregory C Bechtold

Printed name of spouse asking for waiver

State of Nebraska

County of Dodge

3-24-2016 date

Patricia L. Foxhoven
Notary Public signature

The foregoing instrument was acknowledged before me this
Gregory C. Bechtold
name of person acknowledged

Notary Seal: GENERAL NOTARY - State of Nebraska
PATRICIA L. FOXHOVEN
My Comm. Exp. April 23, 2017

[Redacted section]

Lacretia Bechtold
Signature of individual involved with application
(Spouse of individual listed above)

State of Nebraska

County of Dodge

March 31, 2016 date

Tasha Eiring
Notary Public signature

Lacretia Bechtold
Printed name of applying individual

The foregoing instrument was acknowledged before me this
Lacretia Bechtold
name of person acknowledged

Notary Seal: GENERAL NOTARY - State of Nebraska
TASHA EIRING
My Comm. Exp. February 1, 2020

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

**SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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

RECEIVED	
MAR 30 2016	
NEBRASKA LIQUOR CONTROL COMMISSION	
Class: _____	License #: _____

Applicant Name: Erizon, Inc.
(Corporation, LLC, Partnership or Individual)

Trade Name: QURK-PK
(Doing Business As)

(402) 677-1443
Phone Number

Jeff Duck@aol.com
Contact E-mail Address

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- See New Application Requirement Guide for listing of Fingerprint Requirements, found on our website under "Licensing" tab in "Brochures".
- Fingerprints taken at NSP locations will be forwarded to NSP – CID;
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices will be released to the applicants;
Fingerprint cards should be submitted with the application.
- Fee payment of \$28.75 per person must be made directly to the NSP;
You may submit the payment through the NSP PayPort online system at www.ne.gov/go/nsp
or checks made payable to NSP should be mailed directly to the following address:
The Nebraska State Patrol – CID Division
3800 NW 12th Street
Lincoln, NE 68521
- **DO NOT** send fee payments to the NLCC – fees **MUST** be paid directly to NSP;
Include a list of names covered by your payment to insure proper application of payment.
- This completed form **MUST** be included with your Liquor License Application and/or Manager Application or Changes to: Corporate Officers or Stockholders, LLC Members, Partners or Addition of Spouse where new fingerprint cards are required (see New Application Requirement Guide).
- Fingerprints are not required for spouses that have no involvement with business - Spousal Affidavit of Non Participation (Form 116) is required in lieu of fingerprints.

Please complete information on the following pages for EACH person fingerprinted.

1. Name: LaCrista A. Bechtold
(Please print legibly)
Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

2. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

3. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

4. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

MAR 30 2016

NEBRASKA LIQUOR
CONTROL COMMISSION

5. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

6. Name: _____
(Please print legibly)
Date of Birth: _____ Last 4 SSN: _____
How was payment made to NSP? NSP PAYPORT Or CHECK SENT TO NSP Ck # _____

I hereby certify that fees of \$28.75 per person have been submitted directly to the Nebraska State Patrol - CID office. The undersigned certifies on behalf of the Corporation, LLC, Partnership or Licensee that it is understood that a misrepresentation of fact is cause for rejection of this application or suspension, cancellation or revocation of any license issued.

Name (Print): Jeffrey E. Ellis Title: PA

Signature: [Handwritten Signature] Date: 3-24-16

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2015	Present	Ericson Inc.	Jeff Ellis	402/777-5127
2014	2015	Menards	Tyler Papousek	

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

YES NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
LaCretia Bechtold	2015	Saunders	Running A School Bus Stop Sign	ticket
	2007	Douglas	Operating w/ no license; Public Intox	ticket
	2009	Douglas	Child Neglect	Dropped
Gregory Bechtold	2008	Saunders	MTP	ticket
	2008	Saunders	MTP	ticket

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO



Fremont Police Department Incident Narrative 2016001206

On 04/21/2016 I completed a background investigation regarding LaCretia A. Bechtold. Bechtold has applied for a managerial position at all 3 Quik-Pik locations in Fremont; 740 N. Davenport Avenue, 1156 West 23rd Street, and 2010 N. Bell Street.

Our office has not had any contacts with Bechtold regarding any criminal behavior on her behalf. I did a check of the number of police reports related to each location within the last year (04/21/2015 to 04/21/2016). There were 9 reports related to the store at 2010 N. Bell Street, 5 reports related to the store at 1156 West 23rd Street, and 1 call related to the store at 740 N. Davenport Avenue. The overwhelming majority of these reports concern criminal activity occurring at the stores such as shoplifting, persons not paying for gas, or property damage. These types of incidents occur at other convenience store locations and are common.

I did find a report from Ofc. Drake from November of 2015 regarding the sale of alcohol after hours occurring at the store at 2010 N. Bell Street. Bechtold was not the employee accused of selling the alcohol. Drakes report indicated she forwarded her report to the Nebraska Liquor Control Commission. I called the commission and talked to Brenda Hiland in the enforcement division who said they never received the report.

At this time I do not see any reason to deny Bechtold her application for the positions of manager. She has worked in this capacity already and has fully cooperated with our department during any investigation that occurred at the Quik-Pik.

Lt. Ed Watts
#Lt3

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA CONSIDERING THE APPLICATION FOR NEW LIQUOR LICENSE MANAGER OF LACRETIA A. BECHTOLD FOR ERICON INC. DBA QUICK PIK AT 2010 N. BELL ST., FREMENT, NEBRASKA.

WHEREAS, an application was filed by LaCretia A. Bechtold of Ericon In. dba Quick Pik at 2010 N. Bell St., Fremont, Nebraska for a new liquor license manager, and,

WHEREAS, a public hearing notice was published in the Fremont Tribune as required by state law on April 13, 2016; and,

WHEREAS, a public hearing was held on April 26, 2016 for the purpose of discussing such new liquor license manager application,

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

- o The City of Fremont hereby recommends approval of the above identified new liquor license manager application.
- o The City of Fremont hereby makes no recommendation as to the above identified new liquor license manager application.
- o The City of Fremont hereby makes no recommendation as to the above identified new liquor license manager application with the following stipulations:

The City of Fremont hereby recommends denial of the above identified new liquor license manager application for the following reasons:

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

Staff Report

TO: Mayor and City Council
FROM: Troy Anderson, Director of Planning
DATE: April 26, 2016
SUBJECT: Conditional Use Permit – 2530 Idaho Ave.

Recommendation: 1) open the public hearing, 2) receive testimony, 3) close the public hearing, and 4) move to approve the resolution.

Background: The applicant and agent of the owner of approximately 8,100 square feet located at 2530 Idaho Ave., Ciera Mruz, is requesting approval of a Conditional Use Permit for Day Care Services (General). The reason for the request is to gain the necessary approvals to operate a day care facility.

The subject property is located on the east side of Idaho Ave., between Iowa St. and Dakota St. The subject property as well as all surrounding properties are zoned R-2 Moderate-Density Residential, consist of residences, and are listed as residential. The subject property includes a one thousand ninety-two (1,092) square foot residence and a four hundred forty (440) square foot garage.

According to the Nebraska Department of Health & Human Services (NEDHHS), inspections of the home are required by both the Nebraska Fire Marshall's Office, or local fire authority, and child care licensing inspection prior to licensure and "Nebraska law also requires the Department to make at least one unannounced inspection to all Family Child Care Home II programs each year." Included in Staff's Report is a Licensing Process "Overview" form provided by the NEDHHS for Provisional Family Child Care Home II licensees.

According to subsection 1203.e., Fremont Zoning Ordinance (FZO), "The Planning Commission and City Council shall review and act upon the application based on the criteria established in Table 12-1 and conformance with applicable regulations in these Zoning Regulations." Table 12-1 has been included in Staff's Report for your convenience.

Subsection 1203.f., FZO, continues to read, "1. The City Council may, at its discretion, apply a Conditional Use Permit to a specific owner or applicant. The City Council may establish special site development or operational regulations as a condition for approval of a Conditional Use Permit. 2. The City Council shall not grant a Special Use Permit for any home occupation/home-based business which is otherwise prohibited under Section 611 of these Regulations."

While Section 611, FZO, does not pertain to the subject property, subsection 604.b., FZO, does provide supplemental use regulations for day care facilities, as follows:

1. Limited Day Care uses are permitted on residential lots and may be operated by the occupant of a dwelling unit on the site.
2. Day care facilities are permitted by Conditional Use Permit in the GI General Industrial Zoning District only if incidental to a permitted primary use.
3. Day care centers accommodating more than four children or adults shall:
 - (a) Not be located along a major arterial street as designated in the city's Comprehensive Development Plan. [**the subject property is not located along a major arterial street**]
 - (b) **Provide at least 100 square feet of open space per child, entirely enclosed** by a building, fence, or wall with a height of at least six feet. [**the property appears to comply with this regulation**]
 - (c) **Conform to all requirements and licensures of the State of Nebraska.**

[emphasis and commentary added]

By a vote of 7-0, the Planning Commission recommended approval of the Conditional Use Permit at its regularly scheduled meeting April 18, 2016.

Fiscal Impact: N/A

ADMINISTRATION AND PROCEDURES

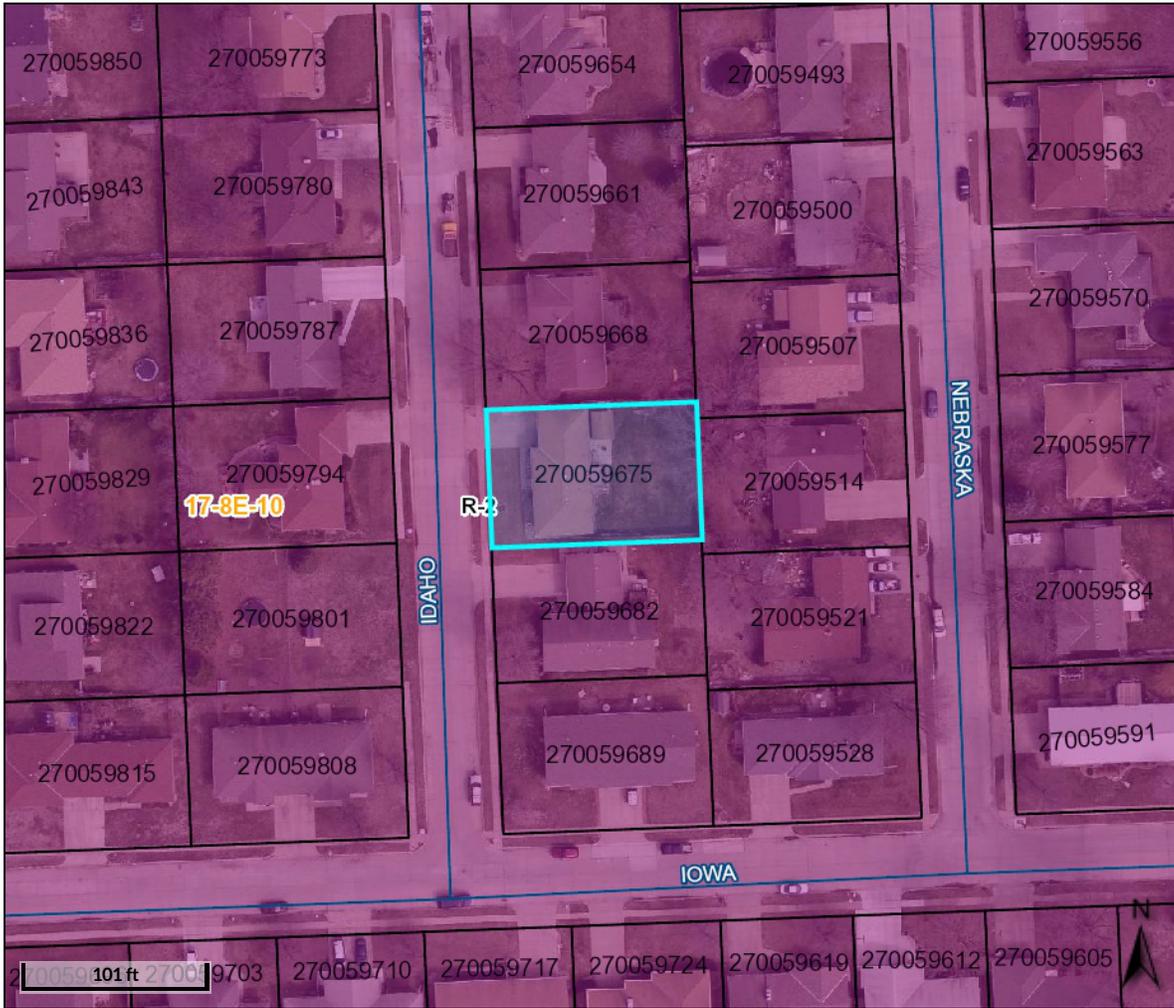
Table 12-1: Criteria For Site Plan Review And Conditional Use Permits

Land Use Compatibility	CRITERIA	APPLIES TO	
		Site Plan Review	Conditional Use Permit
Development Density	Site area per unit or floor area ratio should be similar to surrounding uses if not separated by major natural or artificial features.		X
<hr/>			
Height and Scale			
Height and Bulk	Development should minimize differences in height and building size from surrounding structures. Differences should be justified by urban design considerations.	X	X
Setbacks	Development should respect pre-existing setbacks in surrounding area. Variations should be justified by site or operating characteristics.	X	X
Building Coverage	Building coverage should be similar to that of surrounding development of possible. higher coverage should be mitigated by landscaping or site amenities.	X	X
<hr/>			
Site Development			
Frontage	Project frontage along a street should be similar to lot width.	X	X
Parking and Internal Circulation	Parking should serve all structures with minimal conflicts between pedestrians and vehicles.	X	X
	All structures must be accessible to public safety vehicles.	X	X
	Development must have access to adjacent public streets and ways. Internal circulation should minimize conflicts and congestion at public access points.	X	X
Landscaping	Landscaping should be integral to the development, providing street landscaping, breaks in uninterrupted paved areas, and buffering where required by surrounding land uses. Parts of site with sensitive environmental features or natural drainageways should be preserved.	X	X
<hr/>			
Building Design			
	Architectural design and building materials should be compatible with surrounding areas or highly visible locations		X
<hr/>			
Operating Characteristics			
Traffic Capacity	Project should not obstruct traffic on adjacent streets. Compensating improvements will be required to mitigate impact on street system operations.	X	X
External Traffic Effects	Project design should direct non-residential traffic away from residential areas.	X	X
Operating Hours	Projects with long operating hours must minimize effects on surrounding residential areas.	X	X

ADMINISTRATION AND PROCEDURES

Table 12-1: Criteria For Site Plan Review And Special Use Permits

Operating Characteristics	CRITERIA	APPLIES TO	
		Site Plan Review	Conditional Use Permit
Outside Storage	Outside storage areas must be screened from surrounding streets and less intensive land uses.	X	X
<hr/>			
Public Facilities			
Sanitary Waste Disposal	Developments within 500 feet of a public sanitary sewer must connect to sewer system. Individual disposal systems, if permitted, shall not adversely affect public health, safety, or welfare.	X	X
Storm Water Management	Sanitary sewer must have adequate capacity to serve development.	X	X
	Development should handle storm water adequately to prevent overloading of public storm water management system.	X	X
	Development should not inhibit development of other properties.	X	X
Utilities	Development should not increase probability of erosion, flooding, landslides, or other run-off related effects.	X	X
	Project must be served by utilities.	X	X
	Rural estate subdivisions should be located in designated areas which can accommodate utility and infrastructure installation consistent with the need to protect the environment and public health.	X	X
<hr/>			
Comprehensive Plan	Projects should be consistent with the City of Fremont's Comprehensive Development Plan.		X



Overview



Legend

- Highways**
 - <all other values>
 - I
 - LS
 - N
 - R
 - US
- Parcels**
- Sections**
- Airport**
- Streets**
- Zoning**
 - <all other values>
 - AG
 - CC
 - CC/PD
 - DC
 - GC
 - GI
 - LI
 - MU
 - MU/TND
 - R-1
 - R-2
 - R-2/NC
 - R-3
 - R-4
 - R-5
 - RR
 - UC
 - UC/SC
 - UNKNOWN

Parcel ID 270059675 Alternate ID 2391-10-3-92026-001-0000
 Sec/Twp/Rng 10-17-8 Class RES - RESIDENTIAL
 Property Address 2530 IDAHO Acreage n/a
 FREMONT

Owner Address MRUZ, JEREMY P
 2530 IDAHO
 FREMONT, NE 68025

District 1 - FREMONT CITY
 Brief Tax Description WASHINGTON HEIGHTS 4TH LOT 8 BLK 1

IMPROVEMENT LOCATION REPORT



Boundaryline Surveys

4513 S. 133rd Street

Omaha, Nebraska 68137

Phone: 402-334-2032

DATE: 9/27/2005

FOR: Jeremy P. Mruz
2530 Idaho Avenue
Fremont, NE 68025

PREPARED FOR: Nancy F.

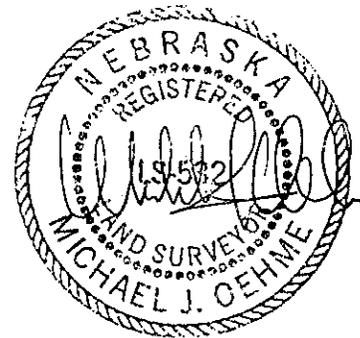
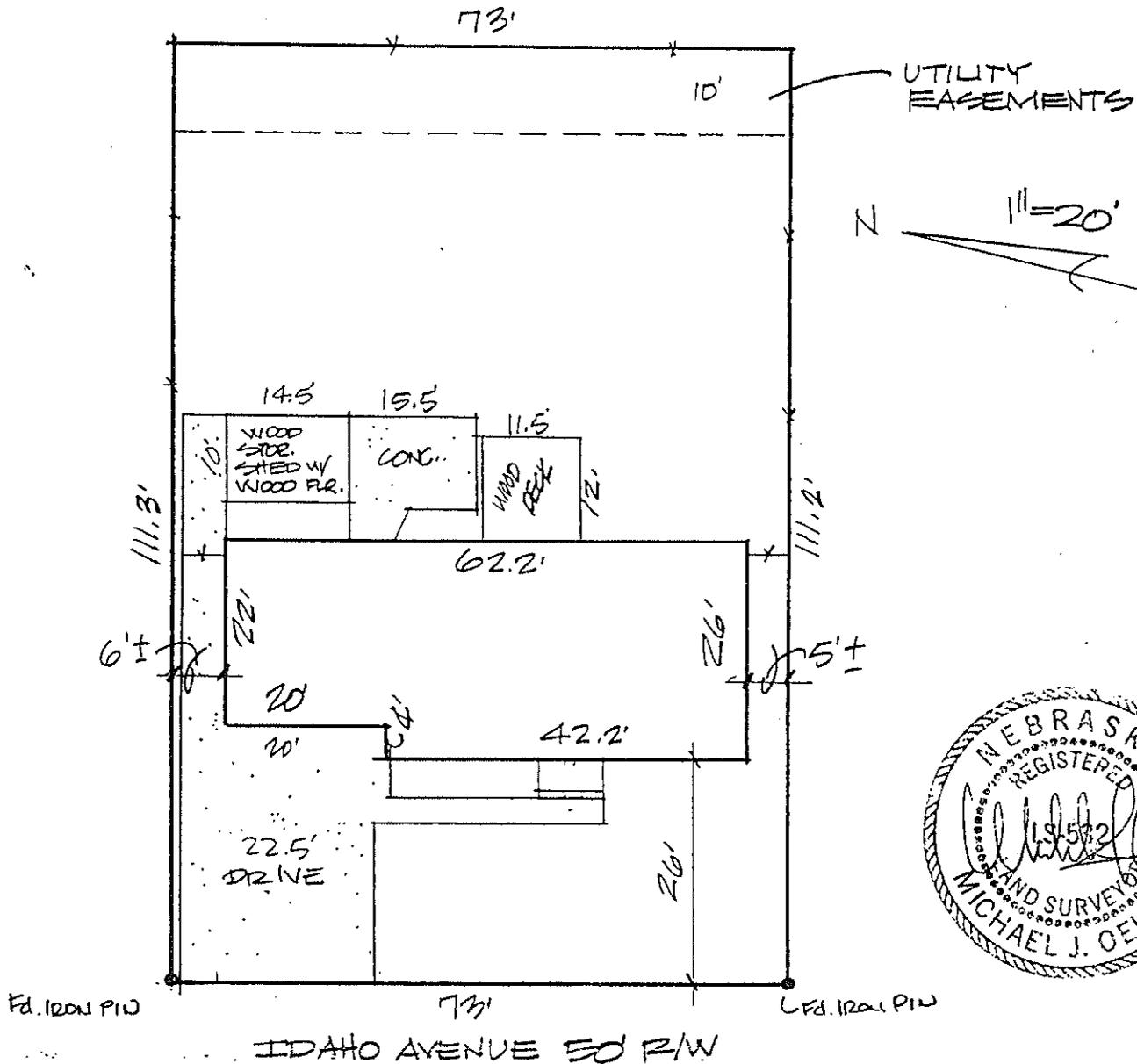
Fremont National Bank
Secondary Market Department
152 E. 6th Street
Fremont, NE 68025

LEGAL DESCRIPTION:

Lot 8, Block 1, Washington Heights Fourth Addition to the City of Fremont

AS SURVEYED, PLATTED AND RECORDED IN Dodge

COUNTY, STATE OF NEBRASKA



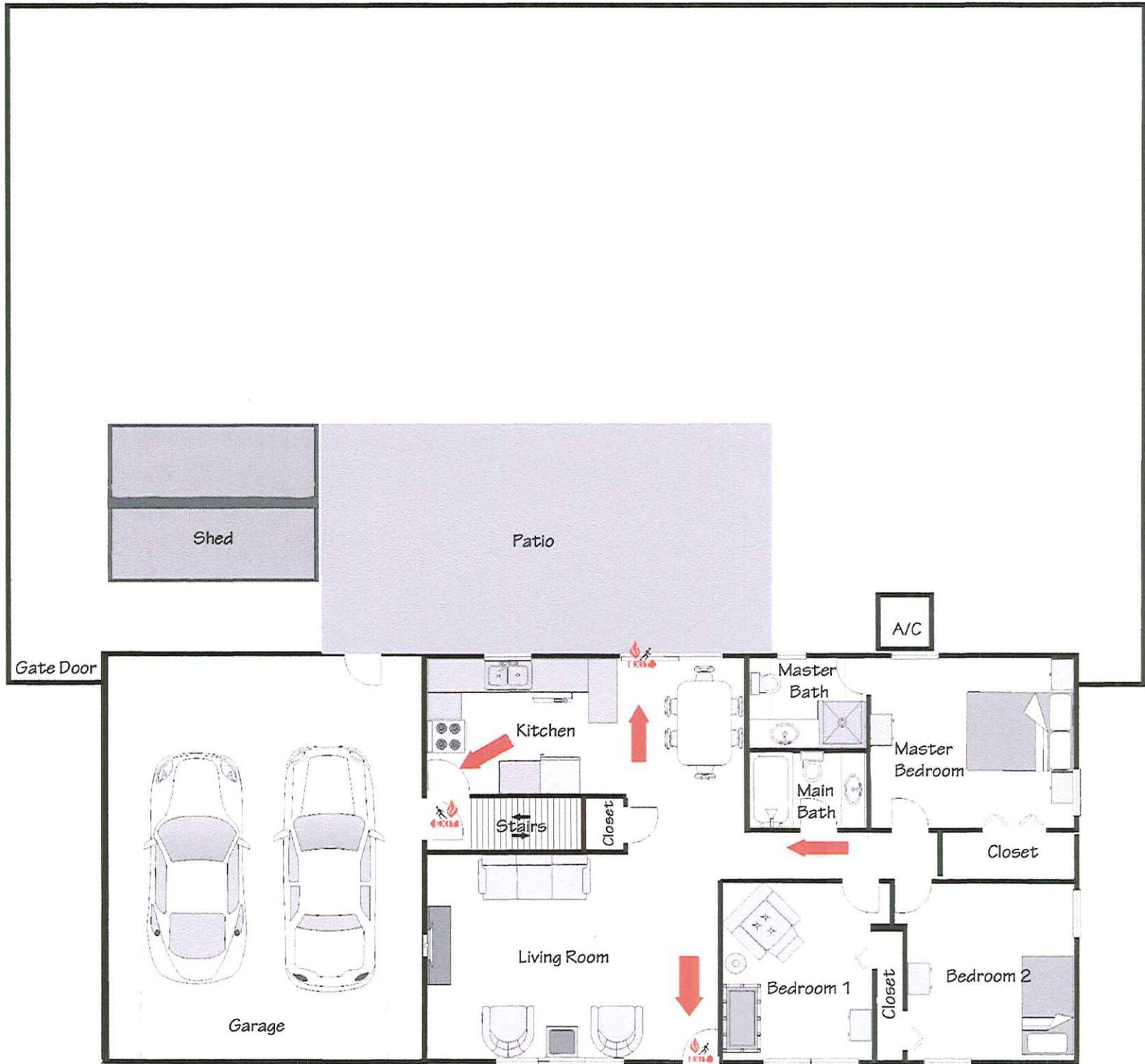
SUBJECT TO LEGAL
LAND SURVEY FOR
EXACT LOCATION
OF IMPROVEMENTS.

This is a report of an inspection made for loan purposes and title inspection purposes only. The work illustrated hereon does not constitute a boundary survey and is subject to any inaccuracies that a boundary survey may disclose. If a boundary survey with lot corners located and marked is requested, then additional charges will accrue.

THIS IS AN APPROXIMATION ONLY. NOT FOR CONSTRUCTION.

This drawing is prepared for use only by the lender. It does not present information sufficient for a landowner to install or determine the location of fences, sheds, walks, detached buildings, driveways, etc., and if any are shown hereon, they are approximate only as to their actual position. No property corners were set and Boundaryline Surveys does not extend any warranty to present or future owners or occupants. (Linear and angular values shown are based on record or deed information)

No degree of certainty is given herewith for setback and/or sideyard dimensions.



RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF FREMONT, NEBRASKA, AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR PROPERTY LOCATED AT 2530 IDAHO AVENUE FOR THE PURPOSES OF DAY CARE (GENERAL); PROVIDING FOR REPEAL OF RESOLUTIONS 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 approval of a Conditional Use Permit for Day Care (General) 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 -2 Moderate-Density Residential; and

WHEREAS, Day Care (General) in a R-2 Moderate-Density Residential 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 April 18, 2016, and subsequently by the City Council on April 26, 2016; 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:

SECTION I. PERMIT. Issuance of a Conditional Use Permit for the purpose of Day Care (General) is hereby authorized for the following described real estate:

Lot 8, Block 1, Washington Heights Fourth Addition to the City of Fremont, Dodge County, Nebraska

Subject to the following conditions:

- A. All representations, whether oral or written, made by the applicant(s) or his/her agent(s) in support of a Conditional Use Permit are conditions upon which this permit is issued, provided they do not conflict with other conditions imposed by either codes and ordinances of the City or this permit; and
- B. The Conditional Use Permit is issued under the conditions set out in subsection 1203, Fremont Zoning Ordinance (FZO), as amended.

SECTION 2. REPEALER. All prior resolutions, if any, which conflict with this Resolution are hereby repealed.

SECTION 3. SEVERABILITY. 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.

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

PASSED AND APPROVED THIS THE _____ DAY OF _____, 20_____.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

Staff Report

TO: Mayor and City Council
FROM: Troy Anderson, Director of Planning
DATE: April 26, 2016
SUBJECT: Zoning Change – 3000 N Co. Rd. 20

Recommendation: 1) open the public hearing, 2) receive testimony, 3) close the public hearing, 4) move to introduce the ordinance, and 5) hold first reading.

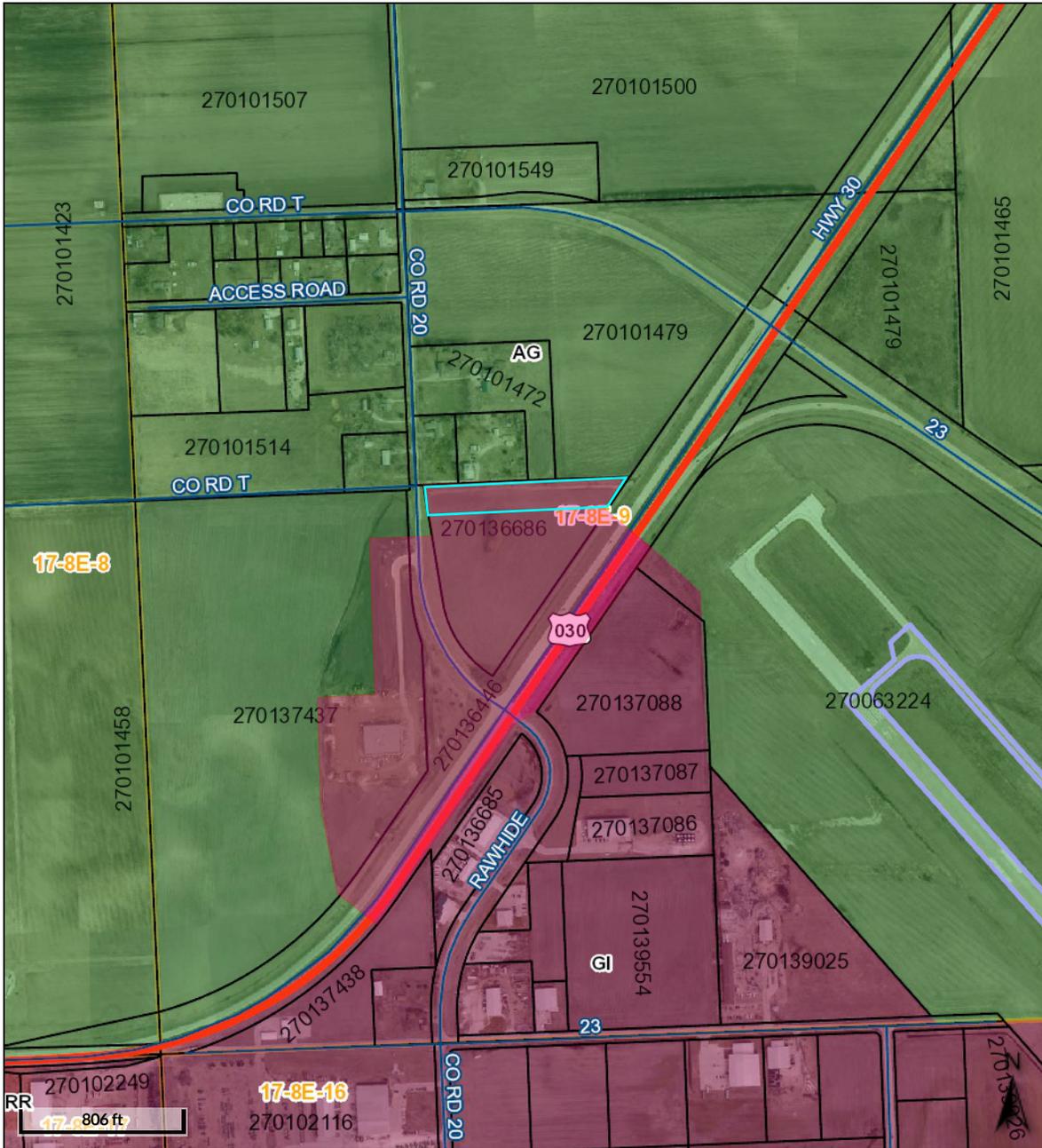
Background: The agent for the owner of approximately 2.2 acres located at 3000 N Co. Rd. 20, Dodd Engineering & Surveying, LLC, is requesting approval of a zoning change from GI General Industrial to LI Limited Industrial. The reason for the request is to reduce the bufferyard requirement otherwise necessary to develop said property.

The subject property is located along the east side of N Co. Rd. 20 between U.S. Hwy. 30 and County Road T. Properties to the north, are zoned AG Agricultural, consist of three residences, a recreational enclosure and farm utility buildings, and are listed as residential and real property (property owned by the Nebraska Department of Roads), respectively; property to the east, opposite U.S. Hwy. 30, is zoned AG Agricultural, consists of an airport runway and storage hangars and is listed as commercial; and properties to the south and to the west are zoned GI General Industrial and AG Agricultural, respectively, and are listed as agricultural. The subject property is currently vacant/undeveloped.

The active Future Land Use Plan identifies the subject property as Rural. Limited Industrial would therefore be contrary to the active City's Comprehensive Plan for Future Land Use and Character.

By a vote of 5-2, with Chairman Sookram and Commission Member Fooker voting nay, the Planning Commission recommended approval of the Zoning Change at its regularly scheduled meeting April 18, 2016.

Fiscal Impact: N/A



Overview



Legend

Highways

- <all other values>
- I
- LS
- N
- R
- US

- Parcels
- Sections
- Airport
- Streets

Zoning

- <all other values>
- AG
- CC
- CC/PD
- DC
- GC
- GI
- LI
- MU
- MU/TND
- R-1
- R-2
- R-2/NC
- R-3
- R-4
- R-5
- RR
- UC
- UC/SC
- UNKNOWN

Date created: 4/15/2016

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING PARAGRAPH “B” OF ARTICLE 406 OF ORDINANCE NO. 3939 TO REZONE THE PROPERTY DESCRIBED HEREIN, MORE GENERALLY LOCATED AT 3000 N COUNTY ROAD 20, FROM GI GENERAL INDUSTRIAL TO LI LIMITED INDUSTRIAL; 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 currently zoned GI General Industrial; and

WHEREAS, the City has determined that property immediately north of the subject property is currently zoned AG Agricultural/Urban Reserve; and

WHEREAS, city codes and ordinances require a bufferyard of 100 feet where adjacent to an AG Agricultural/Urban Reserve zoning district; and

WHEREAS, the owner desires a reduction in the bufferyard requirement in order to maximize development; and

WHEREAS, LI Limited Industrial zoning only requires a bufferyard of 40 feet where adjacent to an AG Agricultural/Urban Reserve zoning district; and

WHEREAS, the owner desires zoning district designation of LI Limited Industrial for the north 100 feet of said property in order to reduce the bufferyard requirement; and

WHEREAS, a public hearing on the proposed Zoning Change was held by the Planning Commission on April 18, 2016, and subsequently by the City Council on April 26, 2016; 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. 3939 as it pertains to the Official Zoning Map is changed to rezone the following described real estate, from GI General Industrial to LI Limited Industrial:

THE NORTH 100 FEET OF THE NE1/4SW1/4 OF SECTION 9-17-8,
DODGE COUNTY, NE., LYING WEST OF HIGHWAY 30 AND EAST OF
COUNTY ROAD 20 AVENUE

SECTION 2. REPEALER. That part of the official zoning map referred to in Paragraph “b” of Article 406 of Ordinance No. 3939 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 THE _____ DAY OF _____, 20_____.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

Staff Report

TO: Mayor and City Council
FROM: Troy Anderson, Director of Planning
DATE: April 26, 2016
SUBJECT: Zoning Ordinance Amendment – Crop Production Definition

Recommendation: 1) open the public hearing, 2) receive testimony, 3) close the public hearing, 4) move to introduce the ordinance, and 5) hold first reading.

Background: As a result of the November 24, 2015, City Council meeting wherein a request of Interstate Commodities, Inc., on behalf of Frontier Cooperative, owner of approximately 12.0 acres located at 549 E Co. Rd. T, to rezone from AG Agricultural to GI General Industrial for the purposes of temporary grain ground storage pile(s) was tabled “until staff is ready,” with no date certain for reconsideration, and whereas temporary grain ground storage pile(s) could be interpreted as agricultural as opposed to industrial, Staff has prepared the following amendment to the definition of *crop production*:

303 Agricultural Use Types

Agricultural use types include the on-site production and sale of plant and animal products by agricultural methods.

b. Crop Production

The raising and harvesting of tree crops, row crops for field crops on an agricultural or commercial basis. This definition may include accessory retail sales ~~[under certain conditions]~~, and temporary grain ground storage pile(s), when approved as part of the site plan approval process as set forth in Section 1202.

NOTE: LANGUAGE WHICH IS **BOLD, UNDERLINED** HAS BEEN ADDED; LANGUAGE WHICH IS ~~[BRACKETS, STRICKEN]~~ HAS BEEN REMOVED.

This amendment would authorize temporary grain ground storage pile(s) located in AG Agricultural zoning districts to be permitted as a use by right, subject to site plan approval.

By a vote of 7-0, the Planning Commission recommended approval of the Zoning Ordinance Amendment at its regularly scheduled meeting April 18, 2016.

Fiscal Impact: N/A

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING ORDINANCE NO. 3939 SUBSECTION 303.b. PERTAINING TO THE DEFINITION OF CROP PRODUCTION TO INCLUDE TEMPORARY GRAIN GROUND STORAGE PILE(S); REPEALING ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICTS THEREWITH; PROVIDING A SEVERABILITY AND SAVING CLAUSE, AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the general health, safety, morals and welfare will be best served by updating certain codes heretofore adopted by the City;

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

SECTION 1. ZONING ORDINANCE AMENDMENT. That Ordinance No. 3939, subsection 303.b. pertaining to the definition of *Crop Production* is hereby amended as follows:

303 Agricultural Use Types

Agricultural use types include the on-site production and sale of plant and animal products by agricultural methods.

b. Crop Production

The raising and harvesting of tree crops, row crops for field crops on an agricultural or commercial basis. This definition may include accessory retail sales ~~[under certain conditions]~~, and temporary grain ground storage pile(s), when approved as part of the site plan approval process as set forth in Section 1202.

NOTE: LANGUAGE WHICH IS **BOLD, UNDERLINED** HAS BEEN ADDED; LANGUAGE WHICH IS ~~[BRACKETS, STRICKEN]~~ HAS BEEN REMOVED.

SECTION 2. REPEALER. That all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY. That if any section, subsection, sentence, clause, 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 THE _____ DAY OF _____, 20____.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

CITY COUNCIL MEETING

April 12, 2016

7:00 p.m.

After the Pledge of Allegiance and Study Session, the Council President called the meeting to order and stated a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas. Roll call showed Council Members Bixby, Legband, Landholm, Schaller, Johnson, Airleywine, and Anderson present. Roll call showed Council Member Kuhns absent. 7 Council Members present.

Public Hearing on Resolution to approve new Class C Liquor License Application of Las Fuentes Jalisco. Council President Johnson opened the public hearing. Council President Johnson closed the public hearing with no comments from the public being made.

Resolution 2016-048 to approve new Class C Liquor License Application of Las Fuentes Jalisco. Council member Airleywine moved, seconded by Councilmember Schaller to approve the resolution with the recommendation to approve the application provided that all local liquor laws are followed. Roll call vote. Bixby, Legband, Landholm, Schaller, Johnson, Airleywine, and Anderson voting Aye. 7 Ayes. Motion carried

Public Hearing on Resolution to approve new Liquor License Manager Application of Hy-Vee Food Store. Council President Johnson opened the public hearing. Council President Johnson closed the public hearing with no comments from the public being made.

Resolution 2016-049 to approve new Liquor License Manager Application of Hy-Vee Food Store. Council member Legband moved, seconded by Councilmember Landholm to approve the Resolution with the recommendation to approve the application as presented. Roll call vote. Bixby, Legband, Landholm, Schaller, Johnson, Airleywine, and Anderson voting Aye. 7 Ayes. Motion carried

Moved by Council Member Schaller seconded by Council Member Bixby to approve items 8 through 20 and 22 through 23 of the consent agenda. Roll Call Vote. Council Members Bixby, Legband, Landholm, Johnson, Airleywine, Schaller, and Anderson voting Aye. 7 Ayes. Motion carried.

Dispense with and approve March 29, 2016 minutes

Approve March 30, 2016 – April 12, 2016 claims

March Report of the Treasury

Consideration of Cement/Asphalt/Excavation license applications

Resolution 2016-050 to sign CenturyLink contract for long distance service

Resolution 2016-051 to allow consumption of alcohol on City property

Approve acknowledgement of the Tort Claim filed by Roberta Johnson

Resolution 2016-052 for Steenblock Airport hangar

Resolution 2016-053 authorizing execution of an Agreement for the Nebraska Department of Aeronautics for transfer of Non-Primary Entitlement Funds

Resolution 2016-054 for use of Hormel Park for Nebraska Traditional Archers Spring Shoot and Annual Rendezvous

Resolution 2016-055 to award bid to RDO-Mach for a purchase of a 2016 Mack tandem axle dump truck

Resolution 2016-056 to award the bid from Platte Valley Equipment to replace a utility tractor with loader for \$43,459

Resolution 2016-057 to allow the Mayor to sign the use agreement with the City of Omaha
Resolution 2016-059 Supplemental Agreement No. 2 to the Program Agreement, Johnson Road
Trail Project
Resolution 2016-060 to accept bid from Motorola Solutions Inc. for a four position MCC7500 IP
Dispatch Console

Consideration of Resolution 2016-061 to approve basement remodel contract. Moved by Council Member Eairleywine seconded by Council Member Anderson to approve the Resolution as presented. Roll call vote. Bixby, Legband, Landholm, Schaller, Johnson, Eairleywine, and Anderson voting Aye. 7 Ayes. Motion carried.

Consideration of Resolution 2016-062 to approve Revised Drug and Alcohol Abuse Policy. Moved by Council Member Eairleywine seconded by Council Member Anderson to approve the Resolution as presented. Roll call vote. Bixby, Legband, Landholm, Schaller, Johnson, Eairleywine, and Anderson voting Aye. 7 Ayes. Motion carried.

Moved by Council Member Anderson seconded by Council Member Landholm to adjourn the meeting. Roll call vote: 7 ayes. Motion carried. Meeting adjourned at 7:22 p.m.

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

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jody Sanders, CPA, Director of Finance
DATE: April 22, 2016
SUBJECT: Claims

Recommendation: Move to approve April 13 through April 26, 2016 claims and authorize checks to be drawn on the proper accounts.

Background: Council will review claims via email April 22, 2016.

Fiscal Impact: Claims total \$756,915.52.

EAL DESCRIPTION: EAL: 04192016 SHEETSJ

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 04/21/2016
All banks A

REPORT SEQUENCE OPTIONS:

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

This report is by: Bank/Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2016
Disbursement year/per 2016/07
Payment date 04/20/2016

PROGRAM: GM339L

AS OF: 04/21/2016

PAYMENT DATE: 04/20/2016

City of Fremont

General Fund

BANK: 00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006318 20160421	00 PR0421	ACSI	00	04/21/2016	001-0000-201.00-00	PAYROLL SUMMARY	210.01	
						VENDOR TOTAL *	210.01	
9999999 100415	00 JACOBITZ000313	BLUE CROSS BLUE SHIELD	00	03/30/2016	001-1206-342.02-00	CHELSEA JACOBITZ/AMB RFND	CHECK #: 80228	459.16-
						VENDOR TOTAL *	.00	459.16-
0000584 20160421	00 PR0421	CEI	00	04/21/2016	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	125,831.16
						VENDOR TOTAL *	.00	125,831.16
0005156 20160421	00 PR0421	CREDIT MANAGEMENT SERVICES-DODGE CO	00	04/21/2016	001-0000-201.00-00	PAYROLL SUMMARY	279.79	
						VENDOR TOTAL *	279.79	
0004234 20160421	00 PR0421	DEPARTMENT OF UTILITIES C S	00	04/21/2016	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	1,829.76
						VENDOR TOTAL *	.00	1,829.76
0005193 20160421	00 PR0421	DEPARTMENT OF UTILITIES PAYROLL	00	04/21/2016	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	52,221.45
						VENDOR TOTAL *	.00	52,221.45
0003226 20160407 20160421	00 PR0407 PR0421	FRATERNAL ORDER OF POLICE #37	00	04/21/2016 04/21/2016	001-0000-201.00-00 001-0000-201.00-00	PAYROLL SUMMARY PAYROLL SUMMARY	960.00 960.00	
						VENDOR TOTAL *	1,920.00	
0004629 20160421	00 PR0421	INTERNAL REVENUE SERVICE **EFT**	00	04/21/2016	001-0000-201.00-00	PAYROLL SUMMARY	68,741.63	
						VENDOR TOTAL *	68,741.63	
0003074 20160421	00 PR0421	JACKSON SERVICES INC	00	04/21/2016	001-0000-201.00-00	PAYROLL SUMMARY	129.16	
						VENDOR TOTAL *	129.16	
0005477 20160421	00 PR0421	LAUGHLIN TRUSTEE, KATHLEEN A	00	04/21/2016	001-0000-201.00-00	PAYROLL SUMMARY	588.00	
						VENDOR TOTAL *	588.00	
0003205 20160407 20160421	00 PR0407 PR0421	NEBR PUBLIC EMPLOYEES LOCAL 251	00	04/21/2016 04/21/2016	001-0000-201.00-00 001-0000-201.00-00	PAYROLL SUMMARY PAYROLL SUMMARY	280.00 280.00	
						VENDOR TOTAL *	560.00	
		00 General Fund				BANK TOTAL *	72,428.59	179,423.21

PROGRAM: GM339L

AS OF: 04/21/2016

PAYMENT DATE: 04/20/2016

City of Fremont

Employee Benefits

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0005708	00	REGIONAL CARE INC						
04/11/16	MANUAL000379		01	04/11/2016	060-0660-444.70-01	04/11/16 AUTO CLAIMS	CHECK #: 100760	3,568.44
04/12/16	MANUAL000380		01	04/12/2016	060-0660-442.70-01	04/12/16 MANUAL CLAIMS	CHECK #: 100761	46,499.67
04/12/16	MANUAL000381		01	04/12/2016	060-0660-443.70-01	04/12/16 MANUAL CLAIMS	CHECK #: 100761	3,714.99
04/12/16	MANUAL000382		01	04/12/2016	060-0660-444.70-01	04/12/16 MANUAL CLAIMS	CHECK #: 100761	1,124.44
04/18/16	MANUAL000383		01	04/18/2016	060-0660-444.70-01	04/18/16 AUTO CLAIMS	CHECK #: 100762	5,997.04
						VENDOR TOTAL *	.00	60,904.58
		01 Employee Benefits				BANK TOTAL *	.00	60,904.58
						HAND ISSUED TOTAL ***		60,445.42
						EFT/EPAY TOTAL ***		179,882.37
						TOTAL EXPENDITURES ****	72,428.59	240,327.79
						GRAND TOTAL *****		312,756.38

Prepared 4/19/16, 12:41:12
Pay Date 4/21/16
Primary FIRST NATIONAL BANK

CITY of FREMONT
Direct Deposit Register

Account Number	Employee Name	Social Security	Deposit Amount
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Final Total 204,374.24 Count 206

EAL DESCRIPTION: EAL: 04212016 SHEETSJ

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 04/27/2016
All banks A

REPORT SEQUENCE OPTIONS:

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

This report is by: Bank/Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2016
Disbursement year/per 2016/07
Payment date 04/27/2016

PROGRAM: GM339L

AS OF: 04/27/2016

PAYMENT DATE: 04/27/2016

City of Fremont

General Fund

BANK: 00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000959	00	ACE HARDWARE						
93513/3		PI3305 031963	00	04/27/2016	001-1206-422.30-79	BLANKET PURCHASE ORDER	9.99	
93665/3		PI3365 031963	00	04/27/2016	001-1206-422.30-79	BLANKET PURCHASE ORDER	5.99	
93508/3		PI3304 031963	00	04/27/2016	012-2025-431.30-79	BLANKET PURCHASE ORDER	11.57	
93558/3		PI3363 031963	00	04/27/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	23.71	
93558/3		PI3364 031963	00	04/27/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	23.71	
93696/3		PI3478 031963	00	04/27/2016	012-2025-431.30-76	BLANKET PURCHASE ORDER	48.93	
						VENDOR TOTAL *	123.90	
0002952	00	ALAMAR UNIFORMS						
505887-03		PI3462 032848	00	04/27/2016	001-1209-421.20-11	GENERAL	7.00	
505887-03		PI3463 032848	00	04/27/2016	001-1209-421.30-52	GENERAL	12.99	
508922		PI3466 032896	00	04/27/2016	001-1209-421.30-52	GENERAL	141.38	
						VENDOR TOTAL *	161.37	
0003845	00	AMERICAN RED CROSS HEARTLAND						
10441028		PI3458 032805	00	04/27/2016	001-2029-451.20-99	GENERAL	216.00	
						VENDOR TOTAL *	216.00	
0005740	00	ARDON'S REFRIGERATION INC						
21888		PI3548 032042	00	04/27/2016	001-2026-451.20-60	GENERAL	120.00	
21888		PI3549 032042	00	04/27/2016	001-2026-451.20-99	GENERAL	12.00	
21888		PI3550 032042	00	04/27/2016	001-2026-451.30-56	GENERAL	465.00	
						VENDOR TOTAL *	597.00	
0000983	00	ARPS RED-E-MIX INC						
14031		PI3366 031965	00	04/27/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	530.50	
14101		PI3518 031965	00	04/27/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	1,348.50	
						VENDOR TOTAL *	1,879.00	
0006448	00	ARROW INTERNATIONAL INC						
93831832		PI3471 032961	00	04/27/2016	001-1206-422.30-33	GENERAL	612.00	
93846610		PI3514 032961	00	04/27/2016	001-1206-422.30-33	GENERAL	50.00	
						VENDOR TOTAL *	662.00	
0006565	00	AWARDS PLUS						
022416 QUANDT		PI3461 032833	00	04/27/2016	001-1209-421.30-52	GENERAL	72.00	
						VENDOR TOTAL *	72.00	
0002763	00	BAKER & TAYLOR BOOKS						
2031823519		PI3421 032200	00	04/27/2016	001-2031-455.30-51	GENERAL	923.45	
2031845872		PI3422 032200	00	04/27/2016	001-2031-455.30-51	GENERAL	323.59	
5014054625		PI3423 032200	00	04/27/2016	001-2031-455.30-51	GENERAL	32.41	
5014064026		PI3424 032200	00	04/27/2016	001-2031-455.30-51	GENERAL	51.41	
						VENDOR TOTAL *	1,330.86	
0003423	00	BAKER & TAYLOR ENTERTAINMENT						
B13105390		PI3439 032208	00	04/27/2016	001-2031-455.30-51	GENERAL	99.60	
B13182130		PI3440 032208	00	04/27/2016	001-2031-455.30-51	GENERAL	28.70	

PROGRAM: GM339L

AS OF: 04/27/2016

PAYMENT DATE: 04/27/2016

City of Fremont

General Fund

BANK: 00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003423 B13554250	00	BAKER & TAYLOR ENTERTAINMENT PI3441 032208	00	04/27/2016	001-2031-455.30-51	GENERAL	84.40	
						VENDOR TOTAL *	212.70	
0000994 67501	00	BIG B'S COPIES PI3367 031968	00	04/27/2016	001-1003-415.30-31	BLANKET PURCHASE ORDER	16.00	
						VENDOR TOTAL *	16.00	
0005332 10798	00	BIOSYSTEMS INC PI3563 032973	00	04/27/2016	012-2025-431.30-32	FIELD PURCHASE ORDER	445.50	
						VENDOR TOTAL *	445.50	
0004035 16128302 16128302 16128583 16131306 16130015 16131258	00	BOMGAARS SUPPLY INC PI3306 031969 PI3307 031969 PI3368 031969 PI3520 031969 PI3369 031969 PI3519 031969	00	04/27/2016	001-2027-452.30-33 001-2027-452.30-79 001-2027-452.30-49 001-2027-452.30-49 012-2025-431.30-79 012-2025-431.30-56	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	33.57 17.96 11.08 147.60 27.99 161.88	
						VENDOR TOTAL *	400.08	
0002414 82107704	00	BOUND TREE MEDICAL LLC PI3355 032963	00	04/27/2016	001-1206-422.30-33	GENERAL	342.40	
						VENDOR TOTAL *	342.40	
0003427 B4354727 B4359925 B4365471 B4365484 B4374866 B4374886 B4383909 433247	00	BRODART CO PI3425 032201 PI3426 032201 PI3427 032201 PI3428 032201 PI3429 032201 PI3430 032201 PI3431 032201 PI3564 032976	00	04/27/2016	001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-31	GENERAL GENERAL GENERAL GENERAL GENERAL GENERAL GENERAL GENERAL	118.46 360.81 55.26 70.08 131.35 187.08 61.09 244.41	
						VENDOR TOTAL *	1,228.54	
0006534 188218 188035 188300 187610 187749 188035 188145 187516 187648 187714 187803 187805	00	CAPPEL AUTO SUPPLY INC PI3448 032252 PI3446 032252 PI3553 032252 PI3332 032252 PI3335 032252 PI3447 032252 PI3501 032252 PI3331 032252 PI3333 032252 PI3334 032252 PI3444 032252 PI3445 032252	00	04/27/2016	001-1206-422.30-63 001-1209-421.30-63 001-1209-421.30-63 001-2027-452.30-56 001-2027-452.30-63 001-2029-451.30-63 001-2029-451.30-63 012-2025-431.30-56 012-2025-431.30-63 012-2025-431.30-44 012-2025-431.30-63 012-2025-431.30-63	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	141.71 18.21 56.30 43.94 42.06 53.16 20.53 40.25 23.51 46.36 34.32 57.79	

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006534	00	CAPPEL AUTO SUPPLY INC						
187513		PI3500 032252	00	04/27/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	20.91-	
188236		PI3502 032252	00	04/27/2016	012-2025-431.30-52	BLANKET PURCHASE ORDER	30.22	
						VENDOR TOTAL *	587.45	
0006311	00	CAROLINA SOFTWARE						
60708		PI3330 032088	00	04/27/2016	001-1013-432.20-65	FIELD PURCHASE ORDER	200.00	
						VENDOR TOTAL *	200.00	
0005030	00	CENTER POINT LARGE PRINT						
1365515		PI3437 032203	00	04/27/2016	001-2031-455.30-51	GENERAL	470.94	
						VENDOR TOTAL *	470.94	
0002675	00	CENTURYLINK (QWEST)						
4027538697		0416PI3529 032006	00	04/27/2016	001-1011-419.20-12	BLANKET PURCHASE ORDER	82.94	
402D250300		0416PI3527 032006	00	04/27/2016	001-1015-415.20-12	BLANKET PURCHASE ORDER	80.76	
402D254115		0416PI3528 032006	00	04/27/2016	001-1206-422.20-12	BLANKET PURCHASE ORDER	85.56	
						VENDOR TOTAL *	249.26	
0002356	00	CHIEF SUPPLY CORP						
103757		PI3566 032985	00	04/27/2016	001-1209-421.20-11	GENERAL	14.49	
103757		PI3567 032985	00	04/27/2016	001-1209-421.30-79	GENERAL	153.36	
						VENDOR TOTAL *	167.85	
0001024	00	CHRISTENSEN LUMBER INC						
CLC00333440-001		PI3477 032995	00	04/27/2016	001-2029-451.30-79	GENERAL	335.58	
CLC00333392-001		PI3479 031970	00	04/27/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	82.40	
						VENDOR TOTAL *	417.98	
0004040	00	CITY OF WAHOO						
041316 NOVA		000384	00	04/27/2016	034-0790-399.00-00	NOVA SE UNIVERSITY	300.00	
						VENDOR TOTAL *	300.00	
0006417	00	CLINE WILLIAMS WRIGHT JOHNSON						
259004		PI3516 033007	00	04/27/2016	001-1001-413.20-34	BLANKET PURCHASE ORDER	2,557.20	
259004		PI3507 032747	00	04/27/2016	001-1016-412.20-34	BLANKET PURCHASE ORDER	2,566.50	
						VENDOR TOTAL *	5,123.70	
0005994	00	CONSOLIDATED MANAGEMENT CO						
209455		PI3338 032335	00	04/27/2016	001-1209-421.20-13	GENERAL	37.00	
209455		PI3341 032832	00	04/27/2016	001-1209-421.20-13	GENERAL	69.75	
209504		PI3460 032832	00	04/27/2016	001-1209-421.20-13	GENERAL	106.75	
						VENDOR TOTAL *	213.50	
0003250	00	CONTINENTAL FIRE SPRINKLER CO						
234193		PI3340 032672	00	04/27/2016	001-2026-451.20-99	GENERAL	155.00	
						VENDOR TOTAL *	155.00	
0001038	00	COPY SHOP						

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001038 040616	00	COPY SHOP PI3370 031971	00	04/27/2016	001-1209-421.30-35	BLANKET PURCHASE ORDER	93.70	
						VENDOR TOTAL *	93.70	
0001885 2459477	00	CORNHUSKER INTERNATIONAL TRUCKS INC PI3345 032902	00	04/27/2016	012-2025-431.30-63	FIELD PURCHASE ORDER	921.92	
						VENDOR TOTAL *	921.92	
0005491 23569 23569	00	CSI PRINTING INC PI3468 032953 PI3469 032954	00	04/27/2016 04/27/2016	001-1305-430.30-35 001-1305-430.30-35	GENERAL GENERAL	134.00 607.50	
						VENDOR TOTAL *	741.50	
0004624 74253 74253	00	DANKO EMERGENCY EQUIPMENT CO PI3346 032922 PI3347 032922	00	04/27/2016 04/27/2016	001-1206-422.20-60 001-1206-422.30-63	GENERAL GENERAL	359.40 56.00	
						VENDOR TOTAL *	415.40	
0003493 5848992	00	DEMCO INC PI3565 032977	00	04/27/2016	001-2031-455.30-31	GENERAL	431.04	
						VENDOR TOTAL *	431.04	
0002897 116696P 041816 2016F350	00	DIERS INC PI3480 031974 PI3555 032719	00	04/27/2016 04/27/2016	001-1209-421.30-63 001-2027-452.40-20	BLANKET PURCHASE ORDER GENERAL	372.41 25,240.00	
						VENDOR TOTAL *	25,612.41	
0001313 1913641CR 191381	00	DILLON CHEVROLET FREMONT INC, SID PI3308 031975 PI3371 031975	00	04/27/2016 04/27/2016	012-2025-431.30-63 012-2025-431.30-63	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	9.98 22.37	
						VENDOR TOTAL *	32.35	
0003359 MAR 2016	00	DODGE COUNTY HUMANE SOCIETY PI3450 032300	00	04/27/2016	001-1209-421.20-65	GENERAL	7,083.84	
						VENDOR TOTAL *	7,083.84	
0001070 201601331	00	DODGE COUNTY REGISTER OF DEEDS PI3393 032007	00	04/27/2016	001-2024-416.20-33	BLANKET PURCHASE ORDER	22.00	
						VENDOR TOTAL *	22.00	
0006357 041016 041716	00	DREWS, DOUGLAS PI3558 032916 PI3559 032916	00	04/27/2016 04/27/2016	001-2027-452.20-99 001-2027-452.20-99	GENERAL GENERAL	349.00 354.00	
						VENDOR TOTAL *	703.00	
0002880 B722189	00	DUNRITE INC PI3372 031976	00	04/27/2016	012-2025-431.30-79	BLANKET PURCHASE ORDER	181.60	
						VENDOR TOTAL *	181.60	

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City of Fremont

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003087	00	EAKES OFFICE SOLUTIONS						
6941340-0		PI3349 032948	00	04/27/2016	001-1209-421.20-60	GENERAL	107.50	
6893027-0		PI3457 032753	00	04/27/2016	001-1209-421.20-60	GENERAL	40.00	
VENDOR TOTAL *							147.50	
0006264	00	EMS BILLING SERVICES INC						
20161261		PI3339 032371	00	04/27/2016	001-1206-422.20-99	GENERAL	5,262.93	
VENDOR TOTAL *							5,262.93	
9999999	00	FINCHAM, MELISSA						
051415	FINCHAM	000385	00	04/27/2016	001-1206-342.02-00	MELISSA FINCHAM/AMB RFND	25.00	
VENDOR TOTAL *							25.00	
0003268	00	FIREGUARD INC						
0000102699		PI3344 032899	00	04/27/2016	001-1206-422.30-33	GENERAL	29.75	
VENDOR TOTAL *							29.75	
0001112	00	FREMONT ELECTRIC INC						
36807		PI3543 032024	00	04/27/2016	001-2026-451.20-60	BLANKET PURCHASE ORDER	57.50	
36778		PI3511 032904	00	04/27/2016	001-2027-452.20-60	GENERAL	807.50	
36778		PI3512 032904	00	04/27/2016	001-2027-452.30-48	GENERAL	807.50	
36806		PI3541 032024	00	04/27/2016	001-2027-452.20-60	BLANKET PURCHASE ORDER	57.50	
36806		PI3542 032024	00	04/27/2016	001-2027-452.30-48	BLANKET PURCHASE ORDER	15.50	
36809		PI3544 032024	00	04/27/2016	001-2029-451.20-60	BLANKET PURCHASE ORDER	316.25	
36809		PI3545 032024	00	04/27/2016	001-2029-451.30-48	BLANKET PURCHASE ORDER	7.38	
36810		PI3546 032024	00	04/27/2016	001-2029-451.20-60	BLANKET PURCHASE ORDER	258.75	
36810		PI3547 032024	00	04/27/2016	001-2029-451.30-48	BLANKET PURCHASE ORDER	2.76	
VENDOR TOTAL *							2,330.64	
0001107	00	FREMONT HEALTH						
0944341	FMC32316	PI3322 032008	00	04/27/2016	001-1206-422.20-35	BLANKET PURCHASE ORDER	95.00	
265551	0316	PI3323 032008	00	04/27/2016	001-2027-452.20-35	BLANKET PURCHASE ORDER	45.00	
265551	0316	PI3324 032008	00	04/27/2016	001-2029-451.20-35	BLANKET PURCHASE ORDER	45.00	
265551	0316	PI3325 032008	00	04/27/2016	012-2025-431.20-35	BLANKET PURCHASE ORDER	90.00	
VENDOR TOTAL *							275.00	
0001119	00	FREMONT MONUMENT CO						
040116		PI3362 032983	00	04/27/2016	001-2042-440.20-99	GENERAL	400.00	
041216	HASS	PI3572 033015	00	04/27/2016	001-2042-440.20-99	GENERAL	200.00	
041216	RUMP	PI3573 033015	00	04/27/2016	001-2042-440.20-99	GENERAL	400.00	
VENDOR TOTAL *							1,000.00	
0001125	00	FREMONT PUBLIC SCHOOLS						
MAR 16	LIQUOR	000386	00	04/27/2016	001-0000-208.01-00	MAR 16 LIQUOR	300.00	
VENDOR TOTAL *							300.00	
0001131	00	FREMONT TRIBUNE						
76252		PI3394 032009	00	04/27/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	7.85	
76253		PI3395 032009	00	04/27/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	2.24	

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001131	00	FREMONT TRIBUNE						
76260	PI3402	032009	00	04/27/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	5.56	
76277	PI3404	032009	00	04/27/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	8.19	
76284	PI3405	032009	00	04/27/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	15.05	
76292	PI3413	032009	00	04/27/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	37.32	
76266	PI3530	032009	00	04/27/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	39.28	
76293	PI3531	032009	00	04/27/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	9.49	
76294	PI3532	032009	00	04/27/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	9.16	
76295	PI3533	032009	00	04/27/2016	001-1003-415.20-33	BLANKET PURCHASE ORDER	8.84	
76242	PI3328	032009	00	04/27/2016	001-1004-424.20-33	BLANKET PURCHASE ORDER	3.60	
76253	PI3396	032009	00	04/27/2016	001-1015-415.20-33	BLANKET PURCHASE ORDER	2.27	
76253	PI3397	032009	00	04/27/2016	001-2021-412.20-33	BLANKET PURCHASE ORDER	2.24	
76253	PI3398	032009	00	04/27/2016	001-2024-416.20-33	BLANKET PURCHASE ORDER	2.24	
76285	PI3406	032009	00	04/27/2016	001-2024-416.20-33	BLANKET PURCHASE ORDER	7.85	
76286	PI3407	032009	00	04/27/2016	001-2024-416.20-33	BLANKET PURCHASE ORDER	8.18	
76287	PI3408	032009	00	04/27/2016	001-2024-416.20-33	BLANKET PURCHASE ORDER	9.16	
76288	PI3409	032009	00	04/27/2016	001-2024-416.20-33	BLANKET PURCHASE ORDER	9.16	
76289	PI3410	032009	00	04/27/2016	001-2024-416.20-33	BLANKET PURCHASE ORDER	8.84	
76290	PI3411	032009	00	04/27/2016	001-2024-416.20-33	BLANKET PURCHASE ORDER	9.16	
76291	PI3412	032009	00	04/27/2016	001-2024-416.20-33	BLANKET PURCHASE ORDER	8.51	
76253	PI3399	032009	00	04/27/2016	001-2027-452.20-33	BLANKET PURCHASE ORDER	2.24	
20241734	PI3326	032009	00	04/27/2016	001-2030-451.20-33	BLANKET PURCHASE ORDER	289.00	
76253	PI3400	032009	00	04/27/2016	001-2031-455.20-33	BLANKET PURCHASE ORDER	2.24	
20241986	PI3327		00	04/27/2016	012-2025-431.20-33	BLANKET PURCHASE ORDER	285.50	
76301	PI3534	032009	00	04/27/2016	024-0772-490.20-33	BLANKET PURCHASE ORDER	4.25	
76253	PI3401	032009	00	04/27/2016	029-2034-466.20-33	BLANKET PURCHASE ORDER	2.24	
						VENDOR TOTAL *	799.66	
0006263	00	GALE/CENGAGE LEARNING INC						
57743437	PI3432	032202	00	04/27/2016	001-2031-455.30-51	GENERAL	155.92	
57817212	PI3433	032202	00	04/27/2016	001-2031-455.30-51	GENERAL	84.72	
57818115	PI3434	032202	00	04/27/2016	001-2031-455.30-51	GENERAL	25.49	
57861372	PI3435	032202	00	04/27/2016	001-2031-455.30-51	GENERAL	162.69	
57863007	PI3436	032202	00	04/27/2016	001-2031-455.30-51	GENERAL	23.99	
						VENDOR TOTAL *	140.97	
0001139	00	GERHOLD CONCRETE CO INC						
50406075	PI3309	031981	00	04/27/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	112.00	
50406443	PI3373	031981	00	04/27/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	378.00	
50406739	PI3374	031981	00	04/27/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	122.00	
50406909	PI3481	031981	00	04/27/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	128.00	
50407055	PI3521	031981	00	04/27/2016	012-2025-431.30-69	BLANKET PURCHASE ORDER	286.00	
						VENDOR TOTAL *	1,026.00	
0006531	00	GILMORE & ASSOCIATES INC						
36014	PI3420	032174	00	04/27/2016	012-2032-431.45-20	GENERAL	800.00	
						VENDOR TOTAL *	800.00	
0001167	00	HY-VEE						

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0001167	00	HY-VEE						
4392800267	PI3376	031982	00	04/27/2016	001-2029-451.30-41	BLANKET PURCHASE ORDER	138.81	
4392800267	PI3377	031982	00	04/27/2016	001-2029-451.30-49	BLANKET PURCHASE ORDER	7.97	
4386863385	PI3375	031982	00	04/27/2016	001-2031-455.30-41	BLANKET PURCHASE ORDER	105.92	
0023	PI3473	032982	00	04/27/2016	063-0663-480.30-41	BLANKET PURCHASE ORDER	49.99	
0025	PI3474	032982	00	04/27/2016	063-0663-480.30-41	BLANKET PURCHASE ORDER	25.32	
						VENDOR TOTAL *	328.01	
0005072	00	ICMA MEMBERSHIP						
2016 SHOTKOSKI	PI3517	033009	00	04/27/2016	001-1002-415.20-93	BLANKET PURCHASE ORDER	1,160.35	
						VENDOR TOTAL *	1,160.35	
0005752	00	IMA INC - BENEFITS DIVISION						
1035025	PI3419	032071	00	04/27/2016	060-0660-442.70-07	BLANKET PURCHASE ORDER	3,750.00	
						VENDOR TOTAL *	3,750.00	
0003074	00	JACKSON SERVICES INC						
APRIL 2016	PI3535	032011	00	04/27/2016	001-1013-432.20-99	BLANKET PURCHASE ORDER	80.00	
APRIL 2016	PI3536	032011	00	04/27/2016	001-1206-422.20-91	BLANKET PURCHASE ORDER	53.00	
APRIL 2016	PI3537	032011	00	04/27/2016	001-1209-421.20-91	BLANKET PURCHASE ORDER	191.50	
APRIL 2016	PI3538	032011	00	04/27/2016	001-2027-452.20-99	BLANKET PURCHASE ORDER	62.05	
APRIL 2016	PI3539	032011	00	04/27/2016	001-2031-455.20-99	BLANKET PURCHASE ORDER	110.00	
APRIL 2016	PI3540	032011	00	04/27/2016	012-2025-431.20-99	BLANKET PURCHASE ORDER	227.04	
						VENDOR TOTAL *	723.59	
0001176	00	JENSEN TIRE CO						
300827	PI3310	031983	00	04/27/2016	001-2027-452.20-60	BLANKET PURCHASE ORDER	38.50	
300829	PI3311	031983	00	04/27/2016	001-2027-452.20-60	BLANKET PURCHASE ORDER	10.00	
300829	PI3312	031983	00	04/27/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	25.00	
						VENDOR TOTAL *	73.50	
0004708	00	KENCO LEASING COMPANY						
029325	PI3336	032257	00	04/27/2016	001-1209-421.20-70	BLANKET PURCHASE ORDER	300.00	
						VENDOR TOTAL *	300.00	
0004542	00	KIMBALL MIDWEST						
4814829	PI3351	032962	00	04/27/2016	001-1209-421.30-63	FIELD PURCHASE ORDER	149.75	
4814829	PI3352	032962	00	04/27/2016	012-2025-431.30-33	FIELD PURCHASE ORDER	66.47	
4814829	PI3353	032962	00	04/27/2016	012-2025-431.30-56	FIELD PURCHASE ORDER	70.25	
4814829	PI3354	032962	00	04/27/2016	012-2025-431.30-63	FIELD PURCHASE ORDER	84.91	
						VENDOR TOTAL *	371.38	
0002902	00	KRIZ-DAVIS CO						
S101309541-001	PI3378	031984	00	04/27/2016	001-1206-422.30-49	BLANKET PURCHASE ORDER	149.95	
						VENDOR TOTAL *	149.95	
0002898	00	LARSEN INTERNATIONAL						
C88885	PI3379	031986	00	04/27/2016	001-1206-422.20-65	BLANKET PURCHASE ORDER	45.25	
C88885	PI3380	031986	00	04/27/2016	001-1206-422.30-63	BLANKET PURCHASE ORDER	29.30	

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0002898	00	LARSEN INTERNATIONAL						
C88887		PI3381 031986	00	04/27/2016	001-1206-422.20-65	BLANKET PURCHASE ORDER	45.25	
C88889		PI3556 032814	00	04/27/2016	001-1206-422.20-65	GENERAL	45.25	
						VENDOR TOTAL *	165.05	
0006369	00	LASER TECHNOLOGY INC						
149760 RI		PI3343 032897	00	04/27/2016	001-1209-421.40-90	GENERAL	1,295.00	
						VENDOR TOTAL *	1,295.00	
0003518	00	LAW ENFORCEMENT COORDINATION UNIT						
032816		PI3470 032960	00	04/27/2016	001-1209-421.20-13	GENERAL	260.00	
						VENDOR TOTAL *	260.00	
0006573	00	LEXISNEXIS						
3090474235		PI3359 032969	00	04/27/2016	001-1016-412.30-51	BLANKET PURCHASE ORDER	210.00	
3090504339		PI3360 032969	00	04/27/2016	001-1016-412.30-51	BLANKET PURCHASE ORDER	210.00	
						VENDOR TOTAL *	420.00	
0006558	00	LITTLEBITS ELECTRONICS INC						
22018		PI3455 032633	00	04/27/2016	001-2031-455.30-79	GENERAL	1,699.15	
						VENDOR TOTAL *	1,699.15	
0002671	00	LOGAN CONTRACTORS SUPPLY INC						
K92401		PI3513 032942	00	04/27/2016	012-2025-431.30-69	FIELD PURCHASE ORDER	230.40	
						VENDOR TOTAL *	230.40	
0005989	00	LUEBBERT, SUSAN K						
040416		PI3557 032903	00	04/27/2016	001-2031-455.20-99	BLANKET PURCHASE ORDER	650.00	
						VENDOR TOTAL *	650.00	
0006212	00	MATHESON TRI-GAS INC						
13196029		PI3383 031987	00	04/27/2016	001-1206-422.30-32	BLANKET PURCHASE ORDER	53.21	
13196024		PI3382 031987	00	04/27/2016	012-2025-431.30-64	BLANKET PURCHASE ORDER	120.11	
						VENDOR TOTAL *	173.32	
0006407	00	MATT FRIEND TRUCK EQUIPMENT INC						
0081492-IN		PI3464 032892	00	04/27/2016	012-2025-431.30-56	FIELD PURCHASE ORDER	243.74	
0081492-IN		PI3465 032892	00	04/27/2016	012-2025-431.30-63	FIELD PURCHASE ORDER	243.76	
						VENDOR TOTAL *	487.50	
0006523	00	MCKESSON MEDICAL-SURGICAL						
75962844		PI3350 032952	00	04/27/2016	001-1206-422.30-33	GENERAL	309.89	
76632547		PI3570 032992	00	04/27/2016	001-1206-422.30-33	GENERAL	48.00	
76646418		PI3571 032992	00	04/27/2016	001-1206-422.30-33	GENERAL	222.30	
						VENDOR TOTAL *	580.19	
0001229	00	MENARDS - FREMONT						
04404		PI3384 031989	00	04/27/2016	001-1206-422.30-79	BLANKET PURCHASE ORDER	74.97	
04599		PI3523 031989	00	04/27/2016	001-1206-422.30-79	BLANKET PURCHASE ORDER	10.94	

BANK: 00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001229	00	MENARDS - FREMONT						
04593		PI3483 031989	00	04/27/2016	001-2027-452.30-33	BLANKET PURCHASE ORDER	17.14	
04593		PI3484 031989	00	04/27/2016	001-2027-452.30-58	BLANKET PURCHASE ORDER	74.76	
04433		PI3482 031989	00	04/27/2016	012-2025-431.30-33	BLANKET PURCHASE ORDER	2.78	
						VENDOR TOTAL *	180.59	
0006097	00	MENN, CHRISTOPHER R						
#9 P15013		PI3552 032150	00	04/27/2016	012-2032-431.45-20	GENERAL	12,510.93	
						VENDOR TOTAL *	12,510.93	
0006536	00	MIDWEST MEDICAL SUPPLY CO LLC						
6111811		PI3467 032915	00	04/27/2016	001-1206-422.30-33	GENERAL	80.57	
						VENDOR TOTAL *	80.57	
0001249	00	MR PARTS MACHINE						
040516		PI3358 032968	00	04/27/2016	012-2025-431.20-60	FIELD PURCHASE ORDER	50.00	
						VENDOR TOTAL *	50.00	
0005038	00	MUNICIPAL EMERGENCY SERVICE-FREMONT						
IN1018429		PI3459 032822	00	04/27/2016	001-1206-422.30-68	GENERAL	62.04	
IN1017182		PI3508 032822	00	04/27/2016	001-1206-422.30-68	GENERAL	28.29	
IN1017959		PI3509 032822	00	04/27/2016	001-1206-422.30-68	GENERAL	153.58	
IN1021244		PI3522 031988	00	04/27/2016	001-1206-422.30-52	BLANKET PURCHASE ORDER	170.00	
						VENDOR TOTAL *	413.91	
0003794	00	NEBR CUSTOM COVER						
48336		PI3524 031991	00	04/27/2016	001-1206-422.30-79	BLANKET PURCHASE ORDER	96.00	
32334		PI3313 031991	00	04/27/2016	001-2027-452.30-76	BLANKET PURCHASE ORDER	70.00	
						VENDOR TOTAL *	166.00	
0003340	00	NEBR DEPT OF AERONAUTICS						
998363		PI3503 032323	00	04/27/2016	029-2034-466.20-99	BLANKET PURCHASE ORDER	EFT:	1,240.08
998363		PI3504 032323	00	04/27/2016	029-2034-490.60-02	BLANKET PURCHASE ORDER	EFT:	1,750.00
						VENDOR TOTAL *	.00	2,990.08
0006206	00	NEBR ENVIRONMENTAL PRODUCTS						
N7160463		PI3560 032967	00	04/27/2016	012-2025-431.30-56	FIELD PURCHASE ORDER	406.81	
						VENDOR TOTAL *	406.81	
0003307	00	NEBR LAW ENFORCEMENT TRAINING CNTR						
5787		PI3476 032989	00	04/27/2016	001-1209-421.20-13	GENERAL	160.00	
						VENDOR TOTAL *	160.00	
0003368	00	NEBR LIBRARY COMMISSION						
27348		PI3442 032211	00	04/27/2016	001-2031-455.30-51	GENERAL	1,500.00	
						VENDOR TOTAL *	1,500.00	
0003316	00	NEBR PLANNING & ZONING ASSN						
7-4307E16		PI3506 032687	00	04/27/2016	001-2024-416.20-13	GENERAL	180.00	

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O.	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003316	00	NEBR PLANNING & ZONING ASSN						
						VENDOR TOTAL *	180.00	
0003052	00	NEBR UC FUND						
2016 1ST QRT		PI3456 032713	00	04/27/2016	001-1015-415.10-25	BLANKET PURCHASE ORDER	2,673.49	
						VENDOR TOTAL *	2,673.49	
0001020	00	O'REILLY AUTOMOTIVE INC						
0397-362311		PI3388 031993	00	04/27/2016	001-1004-424.30-63	BLANKET PURCHASE ORDER	33.63	
0397-362407		PI3389 031993	00	04/27/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	23.98	
0397-362955		PI3491 031993	00	04/27/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	69.98	
0397-363053		PI3492 031993	00	04/27/2016	001-1209-421.30-63	BLANKET PURCHASE ORDER	33.33	
0397-363053		PI3493 031993	00	04/27/2016	001-2027-452.30-63	BLANKET PURCHASE ORDER	33.33	
0397-362583		PI3486 031993	00	04/27/2016	001-2029-451.30-63	BLANKET PURCHASE ORDER	182.66	
0397-362668		PI3487 031993	00	04/27/2016	001-2029-451.30-63	BLANKET PURCHASE ORDER	40.50	
0397-362927		PI3490 031993	00	04/27/2016	001-2029-451.30-63	BLANKET PURCHASE ORDER	23.92	
0397-360591		PI3314 031993	00	04/27/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	35.91	
0397-360946		PI3315 031993	00	04/27/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	106.30	
0397-360960		PI3316 031993	00	04/27/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	131.18	
0397-361424		PI3385 031993	00	04/27/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	44.97	
0397-361447		PI3386 031993	00	04/27/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	23.98	
0397-361514		PI3387 031993	00	04/27/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	96.75	
0397-362484		PI3485 031993	00	04/27/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	80.68	
0397-362709		PI3488 031993	00	04/27/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	19.55	
0397-362925		PI3489 031993	00	04/27/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	14.99	
0397-363053		PI3494 031993	00	04/27/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	33.33	
0397-363508		PI3525 031993	00	04/27/2016	012-2025-431.30-63	BLANKET PURCHASE ORDER	45.94	
						VENDOR TOTAL *	993.91	
0002888	00	OFFICENET						
826078-0		PI3568 032990	00	04/27/2016	001-1002-415.30-31	GENERAL	60.12	
825571-0		PI3561 032970	00	04/27/2016	001-1004-424.30-31	GENERAL	56.10	
826078-0		PI3569 032990	00	04/27/2016	001-1007-415.30-31	GENERAL	60.15	
825571-0		PI3562 032970	00	04/27/2016	001-1305-430.30-31	GENERAL	73.67	
						VENDOR TOTAL *	250.04	
0001269	00	PAPA TRUCKING AND GRADING INC						
15138		PI3342 032861	00	04/27/2016	012-2025-431.30-73	FIELD PURCHASE ORDER	3,161.57	
						VENDOR TOTAL *	3,161.57	
0002919	00	PLATTE VALLEY EQUIPMENT LLC						
531288		PI3317 031994	00	04/27/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	201.24	
539899		PI3390 031994	00	04/27/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	260.80	
						VENDOR TOTAL *	462.04	
0006199	00	PREMIER STAFFING INC						
7342		PI3329 032027	00	04/27/2016	001-2029-451.20-35	BLANKET PURCHASE ORDER	30.00	
7384		PI3414 032027	00	04/27/2016	001-2031-455.20-35	BLANKET PURCHASE ORDER	60.00	
						VENDOR TOTAL *	90.00	

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002876	00	RAWHIDE CHEMOIL INC						
756641		PI3356 032965	00	04/27/2016	001-2027-452.30-44	GENERAL	159.90	
756642		PI3357 032965	00	04/27/2016	001-2027-452.30-44	GENERAL	432.02	
						VENDOR TOTAL *	591.92	
9999999	00	RAWLIN, SHANDI						
124925	RAWLIN	000388	00	04/27/2016	001-2026-347.05-00	SHANDI RAWLIN/SR CENTER	130.00	
						VENDOR TOTAL *	130.00	
0005010	00	REAMS SPRINKLER SUPPLY						
S1296472-001		PI3515 032966	00	04/27/2016	001-2027-452.40-13	GENERAL	503.86	
						VENDOR TOTAL *	503.86	
0003505	00	RECORDED BOOKS INC						
75312262		PI3438 032207	00	04/27/2016	001-2031-455.30-51	GENERAL	274.98	
						VENDOR TOTAL *	274.98	
9999999	00	REESER, DENISE						
124927	PATTERSN	000387	00	04/27/2016	001-2029-347.00-00	LANDIN PATTERSON/PINTO	45.00	
						VENDOR TOTAL *	45.00	
0001298	00	ROGERS TENT & AWNING CO						
040716		PI3475 032987	00	04/27/2016	001-2027-452.20-60	GENERAL	448.00	
						VENDOR TOTAL *	448.00	
0004075	00	RR DONNELLEY						
568611423		PI3348 032947	00	04/27/2016	001-1209-421.30-35	GENERAL	104.13	
						VENDOR TOTAL *	104.13	
0001635	00	S & W FENCE CO						
45823		PI3361 032972	00	04/27/2016	001-2027-452.30-49	GENERAL	279.03	
						VENDOR TOTAL *	279.03	
0001305	00	SAWYER GAS N WASH INC						
32916-26		PI3318 031996	00	04/27/2016	001-1209-421.20-99	BLANKET PURCHASE ORDER	265.39	
						VENDOR TOTAL *	265.39	
0003453	00	SCHULZ, NIDA						
040516		PI3554 032670	00	04/27/2016	001-2029-451.20-99	GENERAL	55.00	
						VENDOR TOTAL *	55.00	
0006203	00	SCREENING ONE INC						
160401055		PI3415 032030	00	04/27/2016	001-2027-452.20-99	BLANKET PURCHASE ORDER	72.50	
160401055		PI3416 032030	00	04/27/2016	001-2029-451.20-99	BLANKET PURCHASE ORDER	14.50	
160401055		PI3417 032030	00	04/27/2016	001-2042-440.20-99	BLANKET PURCHASE ORDER	58.00	
160401055		PI3418 032030	00	04/27/2016	012-2025-431.20-99	BLANKET PURCHASE ORDER	29.00	
						VENDOR TOTAL *	174.00	
0001308	00	SHERWIN-WILLIAMS CO						

PROGRAM: GM339L

AS OF: 04/27/2016

PAYMENT DATE: 04/27/2016

City of Fremont

General Fund

BANK: 00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001308	00	SHERWIN-WILLIAMS CO						
3327-8		PI3319 031998	00	04/27/2016	001-2027-452.30-33	BLANKET PURCHASE ORDER	23.69	
3531-5		PI3510 032863	00	04/27/2016	012-2025-431.30-76	FIELD PURCHASE ORDER	11,001.60	
						VENDOR TOTAL *	11,025.29	
0005494	00	SUNGARD PUBLIC SECTOR INC						
117465		PI3303 030631	00	04/27/2016	001-1011-419.20-13	BLANKET PURCHASE ORDER	1,120.00	
						VENDOR TOTAL *	1,120.00	
0006223	00	T SQUARE SUPPLY LLC						
12817		PI3526 032001	00	04/27/2016	001-1209-421.30-79	BLANKET PURCHASE ORDER	21.75	
12710		PI3321 032001	00	04/27/2016	012-2025-431.20-99	BLANKET PURCHASE ORDER	202.54	
12711		PI3472 032979	00	04/27/2016	012-2025-431.20-99	FIELD PURCHASE ORDER	276.25	
12751		PI3495 032001	00	04/27/2016	012-2025-431.30-44	BLANKET PURCHASE ORDER	18.99	
12709		PI3320 032001	00	04/27/2016	029-2034-466.20-99	BLANKET PURCHASE ORDER	96.25	
						VENDOR TOTAL *	615.78	
0004668	00	TALX UC EXPRESS						
2075324		PI3443 032232	00	04/27/2016	001-1015-415.10-25	BLANKET PURCHASE ORDER	337.50	
						VENDOR TOTAL *	337.50	
0002718	00	THOMSON REUTERS - WEST						
833848947		PI3505 032345	00	04/27/2016	001-1209-421.20-93	GENERAL	30.00	
						VENDOR TOTAL *	30.00	
0006063	00	TITAN MACHINERY INC (VICTORS)						
7523055		PI3391 032003	00	04/27/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	372.54	
7536176		PI3392 032003	00	04/27/2016	001-2027-452.30-56	BLANKET PURCHASE ORDER	153.07	
7536999		PI3496 032003	00	04/27/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	12.50	
7543109		PI3497 032003	00	04/27/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	39.98	
7544947		PI3498 032003	00	04/27/2016	012-2025-431.30-56	BLANKET PURCHASE ORDER	60.98	
						VENDOR TOTAL *	639.07	
9999999	00	UMR						
011916	SHOW	000389	00	04/27/2016	001-1206-342.02-00	TYLER SHOW/AMB REFUND	493.67	
						VENDOR TOTAL *	493.67	
0004745	00	UNIQUE MANAGEMENT SERVICES INC						
426182		PI3454 032405	00	04/27/2016	001-2031-455.20-99	GENERAL	98.45	
						VENDOR TOTAL *	98.45	
0005518	00	WINDSTREAM OF THE MIDWEST INC						
4027272630	0416	PI3337 032282	00	04/27/2016	001-1015-415.20-12	BLANKET PURCHASE ORDER	44.37	
						VENDOR TOTAL *	44.37	
0005115	00	WRIGHT, NANCY L						
040716		PI3451 032331	00	04/27/2016	001-1209-421.20-99	GENERAL	25.00	
040716		PI3452 032331	00	04/27/2016	001-1209-421.20-99	GENERAL	25.00	
041216		PI3453 032331	00	04/27/2016	001-1209-421.20-99	GENERAL	25.00	

PROGRAM: GM339L

AS OF: 04/27/2016

PAYMENT DATE: 04/27/2016

City of Fremont

General Fund

BANK: 00

VEND NO	SEQ#	VENDOR NAME	BANK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT

0005115 00 WRIGHT, NANCY L

VENDOR TOTAL * 75.00

00 General Fund

BANK TOTAL * 117,396.93

2,990.08

PROGRAM: GM339L

AS OF: 04/27/2016

PAYMENT DATE: 04/27/2016

City of Fremont

Employee Benefits

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0005708	00	REGIONAL CARE INC						
04/19/16	MANUAL000391		01	04/19/2016	060-0660-442.70-01	04/19/16 MANUAL CLAIMS	CHECK #: 100763	80,138.58
04/19/16	MANUAL000392		01	04/19/2016	060-0660-443.70-01	04/19/16 MANUAL CLAIMS	CHECK #: 100763	6,476.37
04/19/16	MANUAL000393		01	04/19/2016	060-0660-444.70-01	04/19/16 MANUAL CLAIMS	CHECK #: 100763	2,513.00
						VENDOR TOTAL *	.00	89,127.95
		01 Employee Benefits				BANK TOTAL *	.00	89,127.95

BANK: 04

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0003558	00	NEBR DEPT OF REVENUE						
JAN-MAR 2016		PI3551 032096	04	04/27/2016	020-2066-490.60-11	FIELD PURCHASE ORDER	26,910.00	
						VENDOR TOTAL *	26,910.00	
0003400	00	VILLAGE OF INGLEWOOD						
MAR 2016		PI3499 032095	04	04/27/2016	020-2066-490.60-15	FIELD PURCHASE ORDER	2,697.50	
						VENDOR TOTAL *	2,697.50	
			04	Keno Fund		BANK TOTAL *	29,607.50	

BANK: 08

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0001131	00	FREMONT TRIBUNE						
76263		PI3403 032009	08	04/27/2016	031-0782-465.20-99	BLANKET PURCHASE ORDER	30.76	
						VENDOR TOTAL *	30.76	
			08	CDBG Clearing		BANK TOTAL *	30.76	

BANK: 09

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0004196	00	WESTEL SYSTEMS						
4026542437	0416PI3449	032288	09	04/27/2016	033-0789-421.20-12	BLANKET PURCHASE ORDER	172.52	
						VENDOR TOTAL *	172.52	
			09	E911		BANK TOTAL *	172.52	
						HAND ISSUED TOTAL ***		89,127.95
						EFT/EPAY TOTAL ***		2,990.08
						TOTAL EXPENDITURES ****	147,207.71	92,118.03
						GRAND TOTAL *****		239,325.74

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: April 21, 2016

SUBJECT: Amendment to Redevelopment Agreement - Fountain Springs Estates Housing Redevelopment Project

Recommendation: Move to Approve the Resolution

Background: The Amendment extends the Project Completion Date under Section 1.01 of the Redevelopment Agreement to December 31, 2017, due to delays in the Redeveloper's construction schedule. However, as a practical matter, the Amendment does not have a material effect on the Redevelopment Agreement or the amount of the TIF indebtedness, since the extension does not push the Project Completion Date past the end of 2017.

Fiscal Impact: N/A

**FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT
(FOUNTAIN SPRINGS ESTATES HOUSING REDEVELOPMENT PROJECT)**

This First Amendment to Redevelopment Agreement (“First Amendment”) is entered into by and between the the City of Fremont, Nebraska (the “CITY”) and Fountain Springs Estates, LLC, a Nebraska limited liability company (the “Redeveloper”).

RECITALS

- A. The CITY and Redeveloper entered into that certain Redevelopment Agreement dated March 21, 2016 (“Redevelopment Agreement”) to implement the Fountain Springs Estates Housing Redevelopment Project (the “Project”).
- B. Section 1.01 of the Redevelopment Agreement provides for a Project Completion Date of March 31, 2017.
- C. Due to delays in closing on the purchase and sale of the Project Site, as defined in the Redevelopment Agreement, the CITY and the Redeveloper desire to amend the Redevelopment Agreement to extend the Project Completion Date to December 31, 2017.

NOW THEREFORE, in consideration of mutual promises contained herein and in the Redevelopment Agreement, the parties agree to amend the Redevelopment Agreement as follows:

1. Section 1.01 – Project Completion Date. The definition of “Project Completion Date” set forth in subsection “J” of Section 1.01 of the Redevelopment Agreement is hereby deleted and restated as follows:

“Project Completion Date’ means on or before December 31, 2017.”

2. Reconfirm other Terms. The CITY and the Redeveloper hereby reconfirm all other terms and conditions of the Redevelopment Agreement, except as expressly modified by the terms of this First Amendment.

[SIGNATURE PAGES FOLLOW]

FOUNTAIN SPRINGS ESTATES, LLC,
a Nebraska limited liability company

By: Fountain Springs GP, LLC, a
Nebraska limited liability company,
Managing Member

By: _____
Mark E. Gardner, Manager

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Mark E. Gardner, Manager of Fountain Springs GP, LLC, a Nebraska limited liability company, Managing Member of Fountain Springs Estates, LLC, a Nebraska limited liability company, on behalf of the company.

Notary Public

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

RESOLUTION NO. 2016-____

(Amendment to Redevelopment Agreement for the
Fountain Springs Estates Housing Redevelopment Project)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT,
NEBRASKA, AUTHORIZING AND APPROVING THE FIRST AMENDMENT TO
REDEVELOPMENT AGREEMENT (FOUNTAIN SPRINGS ESTATES HOUSING
REDEVELOPMENT PROJECT).**

RECITALS

A. The Community Development Agency of the City of Fremont, Nebraska (“CDA”) and Fountain Springs Estates, LLC, a Nebraska limited liability company (“Redeveloper”), entered into that certain Redevelopment Agreement (Fountain Springs Estates Housing Redevelopment Project) dated March 21, 2016 (the “Redevelopment Agreement”).

B. Due to delays in closing on the purchase and sale of the Project Site, as defined in the Redevelopment Agreement, Redeveloper desires to amend the Redevelopment Agreement to extend the Project Completion Date from March 31, 2017 to December 31, 2017.

C. Attached hereto as Exhibit “A” is a copy of the First Amendment to Redevelopment Agreement (Fountain Springs Estates Housing Redevelopment Project), which amends the Project Completion Date to December 31, 2017 (the “First Amendment”).

D. On April 26, 2016, the CDA approved the First Amendment.

E. The City Council has reviewed the First Amendment and has determined that the extension of the Project Completion Date to December 31, 2017 will not materially affect the Project or the amount of the tax increment generated by the Project.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Fremont, Nebraska hereby approves the form of the First Amendment and authorizes the CDA to execute and enter into the First Amendment.

The City Council hereby rescinds any other resolutions or actions that are contradictory or incompatible with this Resolution.

Dated this 26th day of April, 2016.

CITY OF FREMONT, NEBRASKA

By: _____
Mayor Scott Getzschman

ATTEST:

Tyler Ficken, City Clerk

EXHIBIT "A"

**FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT
(FOUNTAIN SPRINGS ESTATES HOUSING REDEVELOPMENT PROJECT)**

(Attach)

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jean Kaup-Van Iperen, Office Services Associate
Dale Shotkoski, City Administrator

DATE: April 20, 2016

SUBJECT: Local Option Economic Development Plan Update

Recommendation: None

Background: In accordance with the City's Local Option Economic Development Plan, the Plan Administrator is to provide the City Council and the general public a report regarding the activity of the plan.

Fiscal Impact: None.

400 East Military Avenue, Fremont NE 68025-5141

In accordance with the City's Local Option Economic Development Plan, the Plan Administrator is to provide the City Council and the general public a report regarding the activity of the plan.

In the last three months, the City has talked to two businesses regarding the application process for the Local Option Economic Development Plan. One of the companies followed up and completed the application which was approved at the end of March. The other company has not completed the application to date.

No further work has been done by City staff and members of GFDC to create a Tier system to use in marketing the Local Option Economic Development Plan. Once perfected by the group it will come before Council for approval and will be used as marketing of the program.

There has been no activity in the area of housing or film this quarter.

A copy of the Local Option Economic Development Fund is attached. As of the end of the fiscal quarter on March 31, 2016, the fund had a balance of \$4,960,794.99. Of that figure \$2,429,732.67 has been committed to the Technology Park, Morningside Business Park and the Heartland Area Accessories project per prior council approval. \$975,392.00 has also been set aside if job creation is not met at the Technology Park and the City is required to pay back the CDBG grant #10-ED-009.

With the passage of LB 1059, a bill to modify the LB840 law and to require businesses to disclose state incentives before receiving municipal incentives, the City will look at reviewing and updating the application and information provided to possible applicants. The law will become effective on July 21, 2016.

The sales tax revenue has not been coming in as well as had been projected. For all sales tax, the city budgeted \$6,534,000, or \$544,500 monthly for 2016. Current collections are at \$2,088,678 for four months of collections, or \$502,170 per month, leaving a difference of \$89,000 year to date. The Nebraska Advantage Act amount withheld at this point in this fiscal year \$5,515. This amount is through February.

For the Economic Development portion (2059), the annual budget was \$726,000 or \$60,500 monthly. The City collected \$223,186 for four months (through March 2016), for an average monthly collection of \$55,800, leaving a gap of \$4,700 monthly.

To date there is \$1,555,670.32 in uncommitted funds to be used for economic development.

LB 1059: Legislature passes bill to modify the 'LB 840 law' and to require businesses to disclose state incentives before receiving municipal incentives

Sen. Sue Crawford of Bellevue and chair of the Urban Affairs Committee introduced **LB 1059** to require businesses that apply for municipal incentives under the Local Option Municipal Economic Development Act ("LB 840") or requests tax increment financing to disclose whether it is applying for state economic development incentives. The provisions of two bills relating to "LB 840," **LBs 808 and 860**, were added to the bill as amendments.

On March 24, the Legislature passed LB 1059 on a 44-1 vote.

LB 1059 requires that prior to applying to participate in an economic development program under the Local Option Municipal Economic Development Act ("LB 840") or entering into a redevelopment contract that includes the use of tax-increment financing (TIF), a business must certify the following information:

1. Whether the business has filed or intends to file an application to receive tax incentives under the Nebraska Advantage Act for the same project;
2. Whether such application includes or will include a refund of the city's local option sales tax revenue;
3. Whether such application has been approved under the Nebraska Advantage Act.

A business receiving state tax incentives under the Nebraska Advantage Act can receive refunds of the local

sales tax. This could take funds away from a city that the city had planned to use for its own incentives or for other voter-approved purposes. Having this information will help the municipality make an informed decision about offering its own incentives to the business.

The bill changes and clarifies the process for amending an "LB 840" economic development program. Under the new provisions of the bill, a municipality could amend an existing "LB 840" plan to add or remove a type of qualifying business if such addition or removal is recommended by its citizen advisory review committee. Amendment of an "LB 840" plan would require a two-thirds vote of the municipality's governing body.

This is intended to address questions raised by municipal officials about how an "LB 840" plan could be amended if the Legislature added new types of qualifying businesses to the law after the voters had approved the plan.

The bill also authorizes cities of the first class, cities of the second class and villages to make grants and loans under "LB 840" programs for the construction or rehabilitation for sale or lease of housing as part of a workforce housing plan. Under the bill, a workforce housing plan is defined as a program to construct or rehabilitate single-family housing or market rate multi-family housing, which is designed to address a hous-



Sen. Sue Crawford

ing shortage that impairs the ability of the city to attract new businesses or impairs the ability of existing businesses to recruit new employees.

The Urban Affairs Committee designated LB 1059 as one of its two committee priority bills.

The Governor has five days to sign or veto the bill. If he signs LB 1059, it will become effective three calendar months after the Legislature adjourns. Under the Legislature's current schedule, the effective date will be July 21, 2016.

*Senators scheduled
to adjourn sine die
April 20*

City of Fremont Nebraska
Status of LB 840 Funds (ED portion only)
3/31/2016 (draft - discussion copy)

LB840 Balance on 9/30/2015		\$	4,720,708.74
	Receipts through 3/31/2016		
Loan Repayments 011-2059-370-00-00	\$	14,999.98	
Farm Rents 011-2059-363-00-00		10,199.07	
Interest 011-2059-361-00-00		4,461.40	
Sales Tax receipts 011-2059-313-00-00		223,186.43	
Total Receipts			252,846.88
	Disbursements through 3/31/2016		
Tech Park Infrastructure		7,719.56	
Legal notices		41.07	
GFDC marketing services		5,000.00	
			(12,760.63)

LB840 Balance on	3/31/2016	\$	4,960,794.99
Fund balance 011-0000-271.59-00	\$ 6,111,826.54		
Less Loans o/s 011-0000-129.00-00 (9/30 bal)	(1,013,333.48)		
Less Airport South Hangar project o/s 011-0000130.00-00	(137,698.07)		
Known Committed Funds:			
Technology Park (Data Center) Res 2011-047	\$ 420,000	420,000.00	
Technology Park (Data Center) Res 2013-095	\$ 1,635,040	1,415,732.67	
Morningside Business Park Res 2013-095	\$ 444,000	444,000.00	
Heartland Area Accessories Res 2016-039	\$ 150,000	150,000.00	
		<u>2,429,732.67</u>	
Pledged on Technology Park (if job creation not met - repayable)		975,392.00	
Uncommitted funds		\$	1,555,670.32

Loans outstanding:	3/31/2016	Loan Balances @		CY Loan repayments	Outstanding loan balance 9-30-2016
		9/30/2015	Forgiveness		
Fremont Beef - \$300,000 perform based over 5 years		\$ 300,000		\$ -	\$ 300,000
Structural Components \$400,000 perform based 9/2015 over 5 years		\$ 400,000			\$ 400,000
Structural Components repayable \$200,000 monthly over 5 years		\$ 200,000		\$ 13,333	\$ 186,667
Sycamore Leaf Solutions - \$100,000 perform based over 5 years		\$ 100,000			\$ 100,000
Southwark Metal - \$50,000 repayable		\$ 13,332		\$ 1,667	\$ 11,665
		<u>\$ 1,013,332</u>	A.	<u>\$ 15,000</u>	<u>\$ 998,332</u>

Nebraska Advantage Act - LB 312

Deduction Date	Amount
Jun 2015	\$2,509.95
Jul 2015	\$3,836.54
Feb 2016	\$5,514.66
Apr 2016	\$3,329.51
May 2016	\$9,173.61
July 2016	\$16,472.61
Sep 2016	\$21,307.69
Oct 2016	\$19,547.11
Dec 2016	\$2,852.05
Feb 2017	\$6,690.93
Mar 2017	\$10,001.28

\$101,235.94

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Laura England-Biggs, Interim Library Director

DATE: April 21, 2016

SUBJECT: (Fantastic Future Me Tour Agreement)

Recommendation: Move to approve resolution authorizing Mayor to sign the Fantastic Future Me exhibit agreement with Omaha Children's Museum.

Background: Fantastic Future Me is an exhibit based on the permanent installation at the Omaha Children's Museum. FFM asks children what they want to be when they grow up, and gives them a fun way to explore different careers. At the same time, parents are asked to start planning for their child's college funds through participation in the Nebraska Educational Savings Trust (NEST) 529 plans.

Fiscal Impact: Negligible.



EXHIBIT LICENSE AGREEMENT

THIS EXHIBIT LICENSE AGREEMENT (“**Agreement**”) is made and entered into as of April _____, 2016 (the “**Effective Date**”), by and between Omaha Children’s Museum, Inc., a Nebraska nonprofit corporation (“**Licensor**” or “**OCM**”), and Keene Memorial Library (“**Licensee**”). Licensor and Licensee are referred to in this Agreement collectively as the “**Parties**” and individually as a “**Party**”.

RECITALS:

WHEREAS, Licensor has designed and produced an exhibit entitled *Fantastic Future Me*, which consists of the contents set forth on Exhibit A (the “**Exhibit**”);

WHEREAS, Licensor desires to grant Licensee a license to display the Exhibit in accordance with the terms and conditions of this Agreement; and

WHEREAS, Licensee wishes to license the Exhibit for display purposes in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 LICENSE

1.1 License. Licensor hereby grants to Licensee a non-transferable, non-exclusive license to display the Exhibit at Keene Memorial Library (the “**Location**”).

1.2 Modification. Licensor reserves the right to modify or vary the Exhibit contents, in its sole discretion, at any time prior to the time it is delivered to the Location for display; provided, however, that any such modifications or variations shall not substantially change the character of the Exhibit.

1.3 Reservation of Rights. Licensor reserves all rights not expressly granted to Licensee in this Agreement.

ARTICLE 2 EXHIBITION PERIOD

2.1 Exhibition Period. Licensor shall license the Exhibit to Licensee during the period May 1, 2016, through August 20, 2016 (the “**Exhibition Period**”).

ARTICLE 3 FEES AND OTHER COSTS

3.1 Exhibition Fee. No fee is to be charged as the exhibit is sponsored by First National Bank of Omaha.

3.2 Operating Costs. Licensee agrees to pay all operating costs associated with the Exhibit while it is on display at the Location, including staffing, security costs, and utilities.

ARTICLE 4 SHIPPING

4.1 Shipping. Licensor is the responsible for inbound and outbound shipment of the Exhibit to the Location, including all transportation charges, insurance and other costs.

ARTICLE 5 EXHIBIT HANDLING AND CARE

5.1 Exhibit Handling and Care. Licensor shall unpack and repack the Exhibit. Licensee shall maintain, care for, and repair, the Exhibit.

ARTICLE 6 OWNERSHIP

6.1 Ownership. Licensee shall not acquire any right, title, or interest in or to the Exhibit, except as a licensee under this Agreement.

6.2 No Modification or Reproduction. Licensee shall not modify, copy or otherwise reproduce the Exhibit without the prior written authorization of Licensor. Licensor shall own any copy, translation, derivative, modification, or adaptation based on the Exhibit that may be created by or for Licensee. If, by operation of law, Licensee is deemed to possess any rights in the Exhibit, Licensee hereby assigns such rights to Licensor. Licensee further agrees that it will hereafter take any additional actions that are reasonably necessary to effectuate the purposes of this Section, including the execution of additional documents.

6.3 Noninterference. Licensee agrees not to take any action that interferes with the intellectual property or other proprietary rights of Licensor or attempt to copyright or patent any portion of Licensor's property or register or attempt to register any trademark, service mark, trade name, or company name which is identical or confusingly similar to said marks or names.

6.4 Nondisclosure. Licensee shall not disclose any proprietary information related to the Exhibit or this Agreement to any person or organization.

ARTICLE 7 DISPLAY AND PUBLICITY

7.1 Display. Licensee shall display the Exhibit as a whole and in a dignified and suitable manner at the Location.

7.2 Licensor Trademark License. During the term of this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable license, without the right to sublicense, to use, display, reproduce and publish, without compensation, the corporate name, trademarks, service marks, and/or trade names (including Licensor's logo(s))

used in connection with Licensor's business ("OCM Trademarks"), to be used by Licensee solely in connection with Licensee's publicity, advertising and promotion of the Exhibit as contemplated in Section 7.3 below. Except as permitted in this Agreement, Licensee will not adopt or use a part or all of the OCM Trademarks or any other designation confusingly similar to any OCM Trademarks. Licensee will comply with all applicable laws and regulations pertaining to the proper use and designation of the OCM Trademarks. Licensee shall not make any use of the OCM Trademarks which will tarnish, blur, or dilute the quality associated with the OCM Trademarks or the associated goodwill.

7.3 Publicity. Licensee shall be responsible for all publicity, advertising and promotion relating to the display of the Exhibit including all costs and expenses related thereto. Licensee shall prominently identify Licensor as the owner and producer of the Exhibit in all publicity, communications and promotional materials relating to the Exhibit. Licensee shall provide Licensor with copies of all such publicity and promotional materials prior to Licensee's use of such materials for Licensor review and approval.

ARTICLE 8 INSURANCE

8.1 Insurance. From the time the Exhibit departs the previous venue until the Exhibit departs the Licensee's venue following the exhibition, Licensee shall procure and maintain, at its sole cost and expense, all risk property insurance in at least the amount of One Hundred Thousand Dollars (\$100,000) that names Licensor as loss payee. The Licensee will be solely responsible for an applicable deductible. The Licensee shall also obtain commercial general liability insurance with a limit of at least One Million Dollars (\$1,000,000) per occurrence and umbrella liability coverage of at least One Million Dollars (\$1,000,000) per occurrence. The commercial general and umbrella liability policies shall include Licensor as additional insured on a primary and non-contributory basis.

8.2 Loss Payee. Licensor shall be listed as the loss payee on Licensee's policies of insurance, and such policies shall contain endorsements stating that they are primary and not excess over or contributory with any other insurance policies of Licensor.

8.3 Proof of Insurance. Proof of Licensee's insurance shall be provided by Licensee to Licensor no less than thirty (30) days prior to the beginning of the Exhibition Period.

8.4 Claims Procedure. All claims upon Licensee's insurance policies for loss or damage to the Exhibit must be made in conjunction with Licensor or its authorized representatives.

ARTICLE 9 INDEMNIFICATION/NO WARRANTY/DAMAGES

9.1 Indemnification. Licensee shall indemnify, defend and hold harmless Licensor, its directors, officers, shareholders, employees and agents (the "Indemnified Parties") from and against any and all losses, damages, liabilities, claims, demands, suits and expenses (including attorneys' fees) that the Indemnified Parties may incur or

be liable for as a result of any claim, suit or proceeding made or brought against Licensee or any of the Indemnified Parties in any way based upon, arising out of, or in connection with Licensee's display or use of the Exhibit or, Licensee's breach of any of its duties hereunder.

9.2 No Warranties. LICENSEE ACKNOWLEDGES THAT LICENSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXHIBIT, OR ANY WORK PERFORMED UNDER THIS AGREEMENT INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE, AND LICENSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES.

9.3 Damages. IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING WILLFUL AND WANTON MISCONDUCT OR NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL EITHER PARTY OR ANY OF THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, MANAGERS, MEMBERS, PARTNERS, EMPLOYEES OR AGENTS, OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS, AS APPLICABLE, BE LIABLE FOR ANY LOST PROFITS OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE FOREGOING LIMITATION AND DISCLAIMER SHALL APPLY IRRESPECTIVE OF WHETHER THE POSSIBILITY OF SUCH LOST PROFITS OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES HAD BEEN DISCLOSED IN ADVANCE OR COULD HAVE REASONABLY BEEN FORESEEN.

ARTICLE 10 TERMINATION

10.1 Events of Termination. If either Party materially breaches any provision of this Agreement, the other Party agrees to provide written notice of such breach. The breaching Party shall have fifteen (15) days to remedy such breach. If such breach is not remedied within fifteen (15) days, the demanding Party may terminate this Agreement. Upon any termination of this Agreement, Licensor shall, within ten (10) calendar days, retrieve the Exhibit from Licensee.

10.2 Expiration. If not sooner terminated pursuant to Section 10.1, this Agreement shall expire on the date the Exhibit is retrieved by Licensor.

ARTICLE 11 SECURITY

11.1 Exhibit Security. Licensee agrees to provide security for the Exhibit in accordance with generally accepted industry standards.

11.2 Inspections by Licensor. Licensor shall have the right, upon request, to inspect the Location to ensure that the Exhibit has been adequately displayed, and that security is being provided for the Exhibit. Licensor shall inspect the Location during normal business hours, and such inspection shall be done with as little interruption to Licensee's business operations as possible.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 Choice of Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nebraska and the federal laws of the United States of America applicable hereto, as though all acts and omissions related hereto occurred in Nebraska. Any lawsuit arising from or related to this Agreement shall only be brought in the United States District Court for Nebraska or an appropriate Nebraska state court. To the extent permissible by law, the Parties hereby consent to the jurisdiction and venue of such courts. Each Party hereby waives, releases and agrees not to assert, and agrees to cause its Affiliates to waive, release and not assert, any rights such Party or its Affiliates may have under any foreign law or regulations that would be inconsistent with the terms of this Agreement as governed by Nebraska law.

12.2 Severability. If any part of this Agreement shall be held unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.

12.3 Waiver. If either Party fails to give notice or enforce any right under this Agreement, such failure shall not constitute a waiver of such right, unless such waiver is reduced to writing and signed by the waiving Party. If a Party waives its right in writing, such waiver shall not constitute a waiver of any other right or of any subsequent violation of the same right that has been waived.

12.4 Force Majeure. Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, or any other cause which is beyond the reasonable control of such Party.

12.5 Notices. All notices under this Agreement shall be in writing and deemed duly given, if delivered: (a) personally by hand or by a nationally recognized overnight courier service, when delivered at the address specified below; (b) by United States certified or registered first class mail when delivered at the address specified below, on the date appearing on the return receipt therefor; (c) by facsimile transmission, when such facsimile transmission is transmitted to the facsimile transmission number specified below; or (d) by electronic mail when such electronic mail is transmitted to the electronic mail address specified below. In the event that a Party is unable to deliver a notice due to the inaccuracy of the address, electronic mail address or facsimile transmission number provided by the other Party pursuant to this Section, or the other Party's failure to notify the Party of a change of its address, electronic mail address or facsimile transmission number as specified pursuant to this Section, such notice shall be deemed to be effective upon confirmation by a nationally recognized overnight courier service of its failure to complete delivery to the other Party's address as set forth in this Section (or other address duly given to the Party by the other Party in accordance with this Section).

Addresses, electronic mail addresses, and facsimile transmission numbers (unless and until written notice is given of any other address, electronic mail address or facsimile transmission number) for purposes of this Section are set forth below:

If to Licensor:

Omaha Children's Museum, Inc.
Attn: Jeff Barnhart
500 S. 20th Street
Omaha, NE 68102
Telephone: (402) 930-2343
Fax: (402) 342-6165
Email: jbarnhart@ocm.org

If to Licensee:

Keene Memorial Library
Attn: Laura England-Biggs
1030 N. Broad Street
Fremont, NE 68025
Telephone: (402) 727-2694
Email: laura.biggs@fremontne.gov

12.6 Entire Agreement. This Agreement (including the recitals set forth above and any Exhibits or other attachments hereto which are incorporated herein by this reference) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent that they have related in any way to the subject matter of this Agreement. No supplement, modification, or amendment of or to any provision of this Agreement shall be binding, unless the same shall be in writing and shall be signed by the Parties.

12.7 Succession and Assignment. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their representatives, successors and permitted assigns. Licensee may not assign this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of Licensor. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties, or their respective successors and permitted assigns, any rights, remedies or liabilities under or by reason of this Agreement.

12.8 Relationship of Parties. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties.

12.9 Survival. The obligations of the Parties that have been incurred prior to the effective date of expiration or termination, and other provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, shall continue in full force and effect notwithstanding the expiration or termination of this Agreement.

12.10 Construction. "Including" means "including without limitation" and does not limit the preceding words or terms. The word "or" is used in the inclusive sense of "and/or". The singular shall include the plural and vice versa. Each word of gender shall include each other word of gender as the context may require. References to "Sections" or "Exhibits" shall mean Sections of this Agreement or Exhibits attached to this Agreement. The title of each Article and the headings or titles preceding the text of the Sections are inserted solely for convenience of reference, and shall not constitute a part of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

12.11 Counterparts. The Parties may execute this Agreement in separate counterparts and may exchange executed counterparts by means of electronic mail or

facsimile transmission, and the Parties agree that the receipt of such executed counterparts shall be binding upon the Parties and shall be deemed to be originals for all purposes. In the event that counterparts of this Agreement shall be executed and exchanged by electronic mail or facsimile transmission, the Parties shall promptly exchange original executed counterparts of this Agreement, but failure to do so shall not affect the binding nature of the same.

[The Remainder of This Page Intentionally Left Blank and Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their authorized representatives as of the Effective Date.

Licensor:

OMAHA CHILDREN'S MUSEUM, INC.

By: _____
Name: Jeff Barnhart
Title: Chief Museum Officer

Licensee:

Keene Memorial Library

By: _____
Name: _____
Title: _____

EXHIBIT A
LICENSEE'S CARE OBLIGATIONS

1. Notwithstanding anything in this Agreement to the contrary, Licensee shall be responsible for any damage to the Exhibit or any of its components or objects during public display at the Location.

2. Licensor and Licensee shall both sign-off on the condition of the Exhibit upon completion of Exhibit set-up. The Parties agree that the Exhibit components are in good condition unless otherwise noted by Licensee.

3. During any portion of the Exhibition Period that the Exhibit is not on display at the Location, Licensee shall store the Exhibit under such conditions as to prevent loss, vandalism, damage or deterioration.

4. Licensee shall be responsible for all cleaning, maintenance and repair of the Exhibit during the Exhibition Period at no cost to Licensor and in accordance with instructions provided by Licensor.

5. Licensee shall promptly report any damage, loss or breakage to Licensor by telephone; followed by a detailed written notification. Any non-routine repair or replacement to be made by Licensee must be authorized by Licensor in advance.

6. The objects in the Exhibit shall not be transported in damaged condition except with the express written permission of Licensor.

7. Licensee shall return the Exhibit to Licensor in the same condition as it was received, subject to non-routine repairs as approved in writing by Licensor during the Exhibition Period.

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing an agreement with the Omaha Children’s Museum for Keene Memorial Library to host the Fantastic Future Me exhibit.

WHEREAS, the State Treasurer has identified Fremont as an area which has low participation in Nebraska Educational Savings Trust (NEST) accounts; and

WHEREAS the Fantastic Future Me exhibit was created by the Omaha Children’s Museum to encourage children to think about their future career goals and to encourage parents to invest in NEST accounts for higher education costs; and,

WHEREAS, Keene Memorial Library wishes to offer programming that encourages the successful completion of higher education;

NOW THEREFORE BE IT RESOLVED: That the Mayor and City Council accept the recommendation of the Library Board and approve the agreement with Omaha Children’s Museum for Keene Memorial Library to host the Fantastic Future Me exhibit from May – August 2016.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

Staff Report

TO: Mayor and City Council
FROM: Troy Anderson, Director of Planning
DATE: April 26, 2016
SUBJECT: Final Plat – 1804 Old Hwy. 8

Recommendation: move to approve the resolution.

Background: The agent for the owners of approximately 9.0 acres located at 1804 Old Hwy 8, Dodd Engineering & Surveying, LLC, is requesting approval of a Final Plat to be known as Sawyer Industrial Park. The reason for the request is to replat previously platted lots, parts of lots, and part of an unplatted tract of land.

The property is partially zoned GI General Industrial and partially R-4 High-Density Residential. The two (2) lots being proposed meet or exceed the area [five thousand (5,000) square feet and six thousand (6,000) square feet, respectively] and width [fifty (50) feet and sixty (60) feet, respectively] requirements for lots in GI General Industrial and R-4 High-Density Residential zoning districts. The lots front along a public right-of-way [Old Hwy 8, Morningside Rd., and Downing St.], and are served by all necessary utilities.

The proposed plat appears to meet all state and local requirements for subdivisions.

By a vote of 6-0, with Commission Member Sawyer recusing himself, the Planning Commission recommended approval of the Final Plat at its regularly scheduled meeting April 18, 2016.

Fiscal Impact: N/A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF FREMONT, NEBRASKA, APPROVING THE REQUEST TO PLAT APPROXIMATELY 9.0 ACRES, LOCATED AT 1804 OLD HIGHWAY 8, TO BE KNOWN AS SAWYER INDUSTRIAL PARK.

WHEREAS, the owners of approximately 9.0 acres, generally described as Lot 8, Lot 1 of Lot 8, Lot 9 and parts of Lots 7 and 10 of the Iowa Railroad Land Company Subdivision of part of the southeast quarter of the northwest quarter and part of the southwest quarter of Section 24, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, wishes to subdivide said lots or tracts; and

WHEREAS, *Neb. Rev. Stat. §19-916* enables the local legislative body by ordinance to provide the manner, plan, or method by which land within the corporate limits of any such municipality, or land within the area designated by a city of the first class, may be subdivided, platted, or laid out, including a plan or system for the avenues, streets, or alleys to be laid out within or across the municipality and to require the owners of land to conform to such plans and other requirements of the ordinances; and

WHEREAS, Section IX of the City's Subdivision Ordinance requires a final plat to be prepared and submitted to the Planning Commission for recommendation and then to City Council for approval; and

WHEREAS, the Planning Commission heard the request for approval of the Final Plat on April 18, 2016, at which time the Commission unanimously recommended in favor of the request;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, AS FOLLOWS: That the City of Fremont does hereby approve the Final Plat of approximately 9.0 acres to be known as Sawyer Industrial Park, Dodge County, Nebraska.

PASSED AND APPROVED THIS THE _____ DAY OF _____, 20_____.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

Staff Report

TO: Mayor and City Council
FROM: Troy Anderson, Director of Planning
DATE: April 26, 2016
SUBJECT: Final Plat – 1820 W 23rd St.

Recommendation: move to approve the resolution.

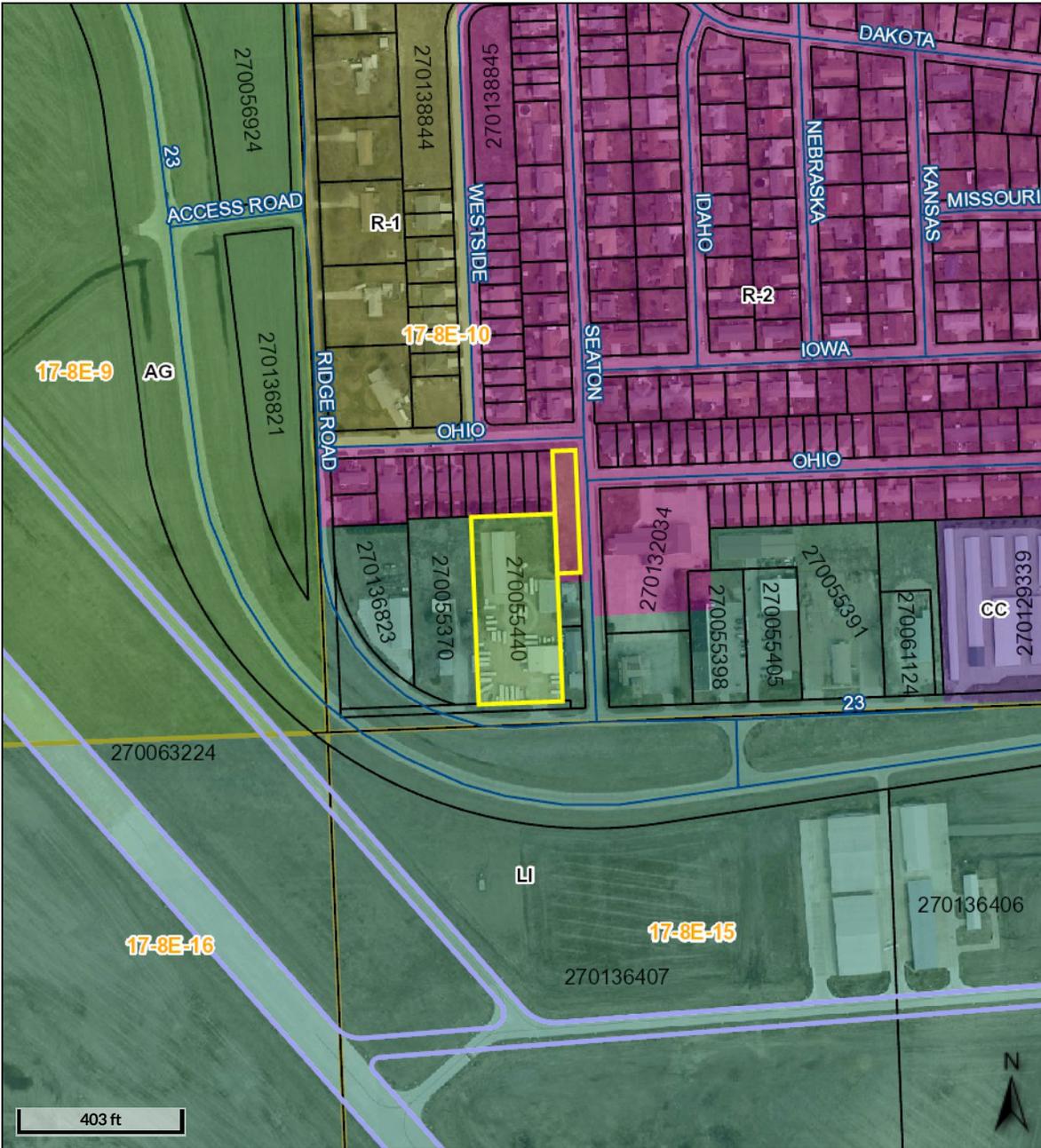
Background: The owner of approximately 2.4 acres located at 1820 W 23rd St., RML Investments, Inc., is requesting approval of a Final Plat to be known as Seaton Subdivision Replat. The reason for the request is to replat parts of previously platted lots.

The property is partially zoned LI Limited Industrial and partially R-2 Moderate-Density Residential. The two (2) lots being proposed meet or exceed the area [five thousand (5,000) square feet and six thousand (6,000) square feet, respectively] and width [fifty (50) feet and sixty (60) feet, respectively] requirements for lots in LI Limited Industrial and R-2 Moderate-Density Residential zoning districts. The lots front along a public right-of-way [W 23rd St., Seaton Ave., and Ohio St.], and are served by all necessary utilities.

The proposed plat appears to meet all state and local requirements for subdivisions.

By a vote of 7-0, the Planning Commission recommended approval of the Final Plat at its regularly scheduled meeting April 18, 2016.

Fiscal Impact: N/A



Overview



Legend

- Highways**
 - <all other values>
 - I
 - LS
 - N
 - R
 - US
- Parcels**
- Sections**
- Airport**
- Streets**
- Zoning**
 - <all other values>
 - AG
 - CC
 - CC/PD
 - DC
 - GC
 - GI
 - LI
 - MU
 - MU/TND
 - R-1
 - R-2
 - R-2/NC
 - R-3
 - R-4
 - R-5
 - RR
 - UC
 - UC/SC
 - UNKNOWN

Date created: 4/15/2016

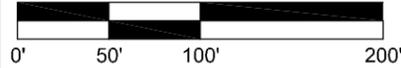
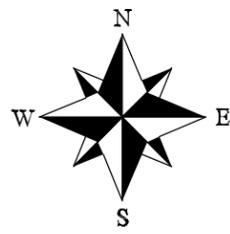
SEATON SUBDIVISION REPLAT

A REPLAT OF PART OF LOTS 1, 9 & 10, OF SEATON SUBDIVISION

SECTION 10, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH P.M., DODGE COUNTY, NEBRASKA

OWNER:

RML INVESTMENTS, INC.
6811 FERN LAKE CIRCLE
VALLEY, NE 68064



SCALE: 1" = 100'

DEDICATION :

KNOW ALL MEN BY THESE PRESENTS: THAT RML INVESTMENTS, INC., BEING THE OWNER AND PROPRIETOR OF THE PROPERTY DESCRIBED WITHIN THE PERIMETER DESCRIPTION AND EMBRACED WITHIN THIS PLAT, HAS CAUSED SAID LAND TO BE SUBDIVIDED AND REPLATTED INTO TWO (2) LOTS, TO BE NAMED AND NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS "SEATON SUBDIVISION REPLAT". SAID OWNER HEREBY RATIFIES AND APPROVES OF THE DISPOSITION OF THEIR PROPERTY, AS SHOWN ON THIS PLAT.

NOTARY :

STATE OF NEBRASKA)
) SS
 COUNTY)

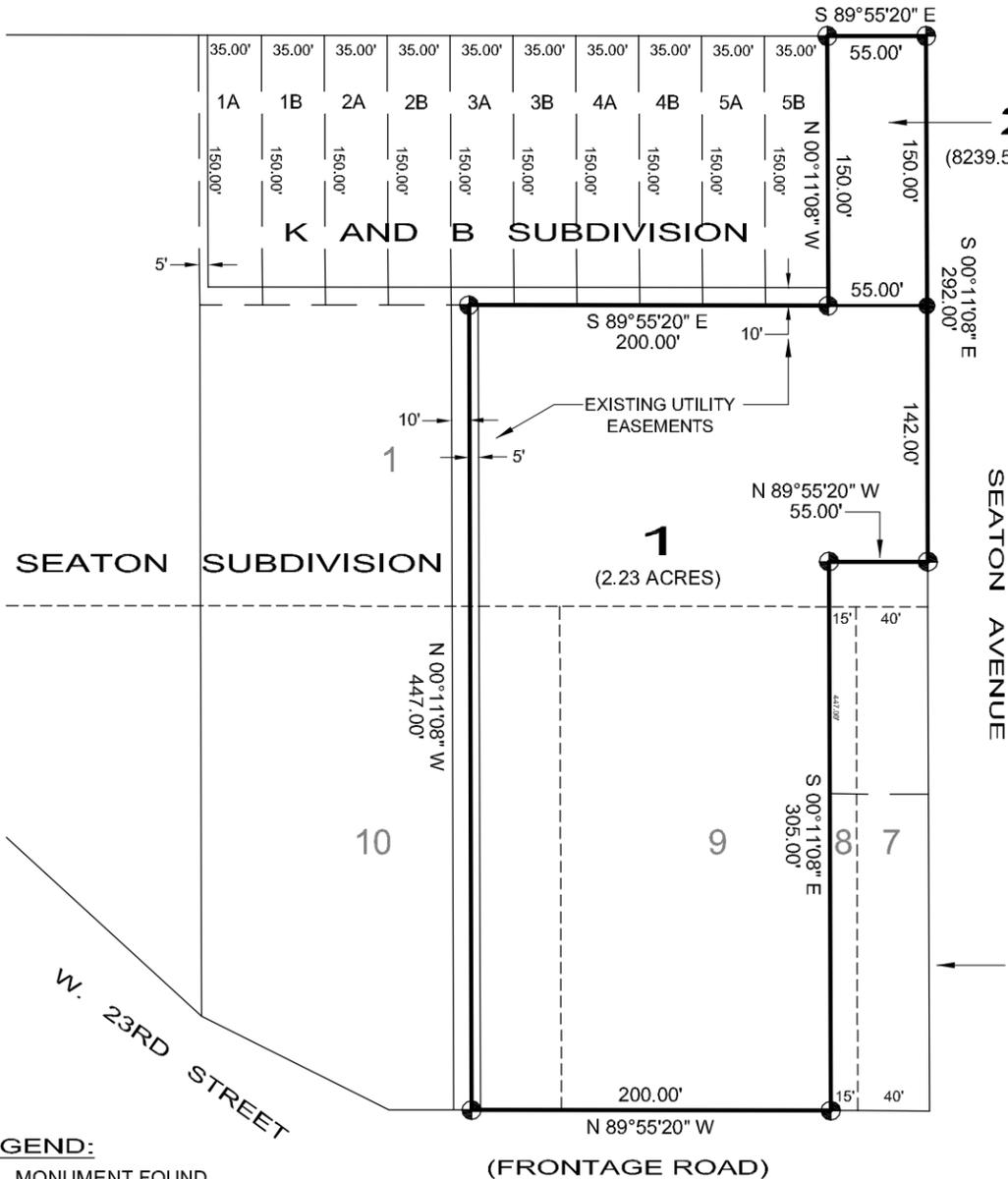
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME BY ALLAN ASSMANN, AND WHO HEREBY ACKNOWLEDGES THE SIGNING OF SAID DEDICATION TO BE HIS VOLUNTARY

ACT AND DEED THIS ____ DAY OF _____, A.D., _____.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

RONN A. WINQUEST, PRESIDENT
RML INVESTMENTS, INC.



PERIMETER DESCRIPTION :

Part of Lots 1, 9 and 10, of Seaton Subdivision, in Section 10, Township 17 North, Range 8 East of the Sixth P.M., Dodge County, Nebraska, more particularly described as follows: Beginning at the Southeast Corner of said Lot 9: thence N89°55'20"W (assumed bearing), a distance of 200.00 feet; thence S89°55'20"E, a distance of 200.00 feet; thence N00°11'08"W, a distance of 150.00 feet; thence S89°55'20"E on the South Line of Ohio Street, a distance of 55.00 feet; thence S00°11'08"E on the West Line of Seaton Avenue, a distance of 292.00 feet; thence N89°55'20"W, a distance of 55.00 feet; thence S00°11'08"E, a distance of 305.00 feet to the true point of beginning.

SURVEYOR'S CERTIFICATION :

I, DANNY JOE W. MARTINEZ, A REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT OF "SEATON SUBDIVISION REPLAT" HAS BEEN SURVEYED BY ME OR UNDER MY SUPERVISION, AND THAT THE LEGAL DESCRIPTION IS AS STATED ON THIS PLAT. PERMANENT MONUMENTS HAVE BEEN FOUND OR ESTABLISHED AT ALL LOCATIONS SHOWN ON THIS PLAT.

DANNY JOE W. MARTINEZ, L.S. 498
MARCH 4, 2016

CITY OF FREMONT PLANNING COMMISSION APPROVAL :

THIS PLAT OF "SEATON SUBDIVISION REPLAT", HAS BEEN SUBMITTED TO, AND APPROVED BY THE CITY OF FREMONT PLANNING COMMISSION, AND IS HEREBY TRANSMITTED TO THE CITY COUNCIL OF FREMONT, NEBRASKA, WITH THE RECOMMENDATION THAT THIS PLAT BE APPROVED AS PROPOSED.

DATED THIS ____ DAY OF _____, _____.

CITY OF FREMONT PLANNING COMMISSION:

CHAIRPERSON _____

SECRETARY _____

FREMONT CITY COUNCIL APPROVAL :

THIS PLAT OF "SEATON SUBDIVISION REPLAT" WAS APPROVED AND ACCEPTED BY THE FREMONT CITY COUNCIL, DODGE COUNTY, NEBRASKA,

THIS ____ DAY OF _____, _____.

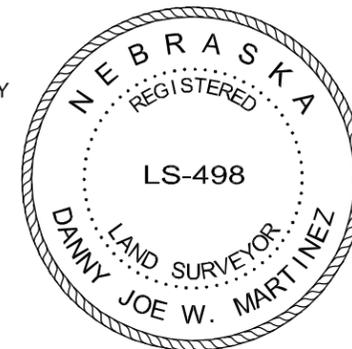
MAYOR _____

CITY CLERK _____

LEGEND:

- ⊕ MONUMENT FOUND
- MONUMENT SET
- COMPUTED POSITION (NOT SET)
- (C) COMPUTED DISTANCE
- (M) MEASURED DISTANCE
- (D) DEED DISTANCE
- (R) RECORD DISTANCE
- (P) PLAT DISTANCE

1. ALL BEARINGS ARE ASSUMED.
2. ALL MONUMENTS FOUND ARE A 5/8" REBAR, WITH A PLASTIC CAP STAMPED "LS 498", UNLESS NOTED OTHERWISE.
3. ALL MONUMENTS SET ARE A 5/8" X 24" REBAR, WITH A PLASTIC CAP STAMPED "LS 498", UNLESS NOTED OTHERWISE.



APEX
LAND SURVEYING, LLC

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

Client: RML Investments, Inc.	
Date: 03/04/2016	Project No.: RML-SeatonSubReplat-Fremont-DodgeCo
Scale: 1" = 100'	Drawing File: RML-SeatonSubReplat-Fremont-DodgeCo.dwg
Sheet: 1 of 1	Issue No.: 1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF FREMONT, NEBRASKA, APPROVING THE REQUEST TO PLAT APPROXIMATELY 2.4 ACRES, LOCATED AT 1820 W 23rd STREET, TO BE KNOWN AS SEATON SUBDIVISION REPLAT.

WHEREAS, the owners of approximately 2.4 acres, generally described as a replat of part of Lots 1, 9 & 10, of Seaton Subdivision Section 10, Township 17 North, Range 8 East of the Sixth P.M., Dodge County, Nebraska, wishes to subdivide said lots or tracts; and

WHEREAS, *Neb. Rev. Stat. §19-916* enables the local legislative body by ordinance to provide the manner, plan, or method by which land within the corporate limits of any such municipality, or land within the area designated by a city of the first class, may be subdivided, platted, or laid out, including a plan or system for the avenues, streets, or alleys to be laid out within or across the municipality and to require the owners of land to conform to such plans and other requirements of the ordinances; and

WHEREAS, Section IX of the City's Subdivision Ordinance requires a final plat to be prepared and submitted to the Planning Commission for recommendation and then to City Council for approval; and

WHEREAS, the Planning Commission heard the request for approval of the Final Plat on April 18, 2016, at which time the Commission unanimously recommended in favor of the request;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, AS FOLLOWS: That the City of Fremont does hereby approve the Final Plat of approximately 2.4 acres to be known as Seaton Subdivision Replat, Dodge County, Nebraska.

PASSED AND APPROVED THIS THE _____ DAY OF _____, 20_____.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Paul A. Payne, City Attorney

DATE: April 26, 2016

SUBJECT: Acknowledge the receipt of tort claim filed by Roxie Whigham

RECOMMENDATION: A approve acknowledgement of the Tort Claim filed by Roxie Whigham

BACKGROUND; The City of Fremont has received a Notice of Tort Claim on behalf of Roxie Whigham alleging certain claims in connection with alleged damage from trashcan on wheels slammed into front hood of vehicle which occurred on or about April 9, 2016 at Parking lot of Christensen Field, Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Roxie Whigham is fair and reasonable, we are simply providing a copy of this claim to you in compliance with the Nebraska Political Subdivision Tort Claims Act.

For a person to assert a tort claim against the City of Fremont, a written notice of the claim must be filed with the City Clerk, Secretary or other official responsible for keeping official records. The claim must be filed within one year of the accrual of the claim, and the Council has six months to act on the claim. No suit can be filed until after the Council acts on the claim, or the six months has run.

Historically, the City of Fremont has simply let the six months run. Not all claims result in a suit being filed, so it makes good sense to not act affirmatively in many instances. In any event, if you wish to look further into this claim, please contact the City Administrator's office or the City Attorney and we will provide you with the information which we have in connection with the claim. Our recommendation is to continue to take no affirmative action on tort claims. It must be emphasized that by providing copies of alleged claims to you, we are not making an admission or representation that a claim has been properly filed in any respect. We also recommend that no comments concerning a particular claim be made during Council meetings, unless you decide to bring the matter on for formal consideration. Even then, we ask the comments be carefully considered so that the legal rights of all parties are preserved.

This is not an item for council action other than to simply acknowledge that the claim has been received

Fiscal Impact: unknown

TORT CLAIM SUBMISSION FORM

In accordance with the Tort Claims Act, It is the responsibility of a citizen reporting a personal injury or property damage claim to file a written claim with the Clerk of the City of Fremont, Nebraska. Such claim shall include what happened, when and where the incident occurred. All claims must be in writing and signed by the claimant(s). The form below may be used for this submission. Claims shall also include any medical bills for personal injury, written estimates for repair of property damage, photographs, witness contact information along with any other documentation applicable to the claim. Citizens should deliver their claims and supporting documentation to the City Clerk's Office.

City Clerk
City of Fremont
400 East Military Avenue
Fremont NE 68025-5141
(402) 727-2633

RECEIVED
APR 11 2016

BY:

Please complete the following:

Claimant Name: Roxie Whigham Phone Number: ~~XXXXXXXXXX~~

Claimant Address: 12529 S 217th St Gretna NE 68028

Date of Loss: 4/9/16

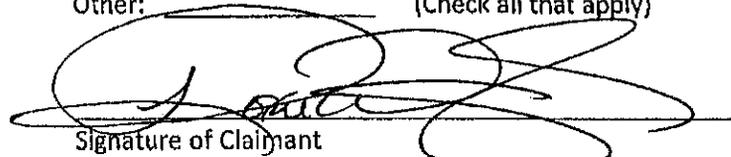
Location of Loss: Rodeo barn parking lot

Description of Loss (use another sheet of paper if necessary):
Vehicle was parked outside rodeo venue. Trashcan on wheels slammed into front hood of vehicle

Witness Name: Michael Mitchell Witness Phone: ~~XXXXXXXXXX~~

Attachments: _____ Photo(s): X Estimates: X Medical Bill(s): _____

Other: _____ (Check all that apply)


Signature of Claimant

4/11/16
Date

Roxie Whigham
Printed Name of Claimant

City Department Involved: _____



SHADOW LAKE COLLISION CENTER

Workfile ID:

ea22038e

1215 APPLEWOOD DRIVE, PAPILLION, NE 68046

Phone: (402) 763-5200

FAX: (402) 763-6200

Preliminary Estimate

Customer: WHIGHAM, COREY

Job Number:

Written By: John Engdahl

Insured: WHIGHAM, COREY

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 2

Point of Impact: 12 Front

Owner:

WHIGHAM, COREY

12529 S 217 ST

GRETNA, NE 68028

Inspection Location:

SHADOW LAKE COLLISION CENTER

1215 APPLEWOOD DRIVE

PAPILLION, NE 68046

Repair Facility

(402) 763-5200 Day

Insurance Company:

VEHICLE

Year: 2010	Body Style: 4D UTV	VIN: 1GNUKKE3XAR219157	Mileage In: 68563
Make: CHEV	Engine: 8-5.3L-FI	License: TRU140	Mileage Out:
Model: K1500 4X4 SUBURBAN LTZ	Production Date: 4/2010	State: NE	Vehicle Out:
Color: BLACK Int:	Condition:	Job #:	

TRANSMISSION

Automatic Transmission

Overdrive

4 Wheel Drive

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

Power Driver Seat

Power Passenger Seat

Memory Package

Power Adjustable Pedals

DECOR

Dual Mirrors

Body Side Moldings

Privacy Glass

Wood Interior Trim

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Steering Wheel Touch Controls

Rear Window Wiper

Climate Control

Dual Air Condition

Parking Sensors

Remote Starter

Home Link

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Premium Radio

Satellite Radio

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Head/Curtain Air Bags

Communications System

Hands Free Device

ROOF

Luggage/Roof Rack

SEATS

Bucket Seats

Leather Seats

Heated Seats

Rear Heated Seats

Ventilated Seats

3rd Row Seat

WHEELS

20" Or Larger Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps

Signal Integrated Mirrors

TRUCK

Trailer Hitch

Trailer Package

Running Boards/Side Steps

Power Trunk/Gate Release

Preliminary Estimate

Customer: WHIGHAM, COREY

Job Number:

Vehicle: 2010 CHEV K1500 4X4 SUBURBAN LTZ 4D UTV 8-5.3L-FI BLACK

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		HOOD					
2	Repl	Hood	15939876	1	595.00	1.0	3.0
3		Add for Clear Coat					1.2
4		Add for Underside(Complete)					1.5
5		Add for Clear Coat					0.3
6	#	Subl Hazardous Waste Disposal Fee		1	6.00		
7	**	Repl A/M Cover Car / Mask for Overspray		1	10.00 X	0.3	
8	R&I	Insulator				Incl.	
9	Repl	Insulator retainer	20064875	10	21.80		
SUBTOTALS					632.80	1.3	6.0

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			622.80
Body Labor	1.3 hrs @	\$ 54.00 /hr	70.20
Paint Labor	6.0 hrs @	\$ 54.00 /hr	324.00
Paint Supplies	6.0 hrs @	\$ 38.00 /hr	228.00
Miscellaneous			10.00
Subtotal			1,255.00
Sales Tax	\$ 1,174.80 @	7.0000 %	82.24
Grand Total			1,337.24
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			1,337.24

MyPriceLink Estimate ID: 148829376065093632

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AUTOMOBILE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. PARTS USED IN THE REPAIR OF YOUR VEHICLE BY OTHER THAN THE ORIGINAL MANUFACTURER ARE REQUIRED TO BE AT LEAST EQUAL IN LIKE, KIND AND QUALITY IN TERMS OF FIT, QUALITY AND PERFORMANCE TO THE ORIGINAL MANUFACTURER PARTS THEY ARE REPLACING.

Preliminary Estimate

Customer: WHIGHAM, COREY

Job Number:

Vehicle: 2010 CHEV K1500 4X4 SUBURBAN LTZ 4D UTV 8-5.3L-FI BLACK

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR1GA07, CCC Data Date 4/8/2016, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2016 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

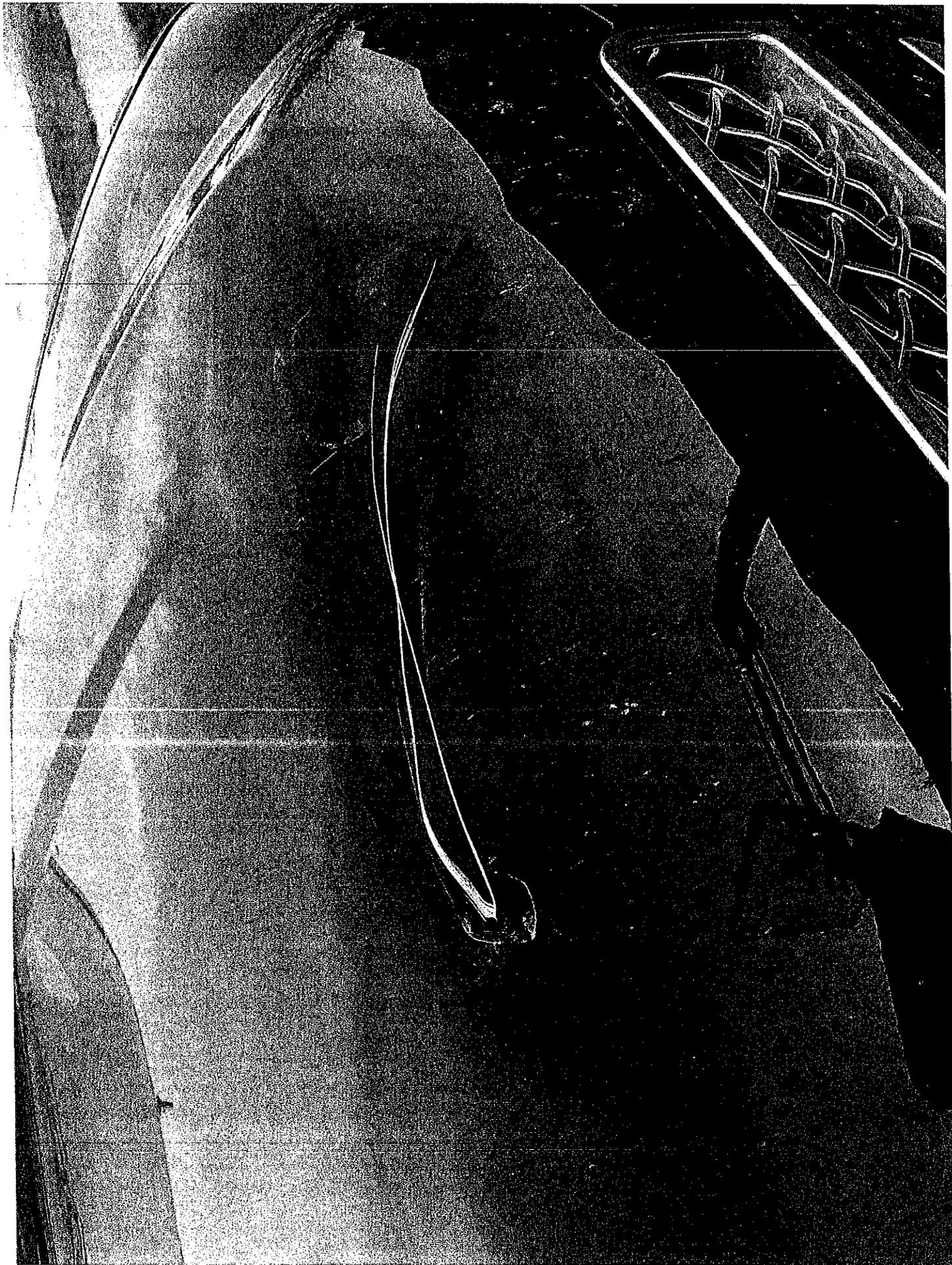
OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TYLER FICKEN, CITY CLERK

DATE: April 12, 2016

SUBJECT: SPECIAL DESIGNATED PERMIT

Recommendation: Move to approve Resolution

Background: Events will be monitored for compliance with all rules and regulations.

APPLICATION FOR SPECIAL DESIGNATED LICENSE

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

DO YOU NEED POSTERS? YES NO

NON PROFIT APPLICANTS

(Check one that best applies)

Municipal Political Fine Arts Fraternal Religious Charitable Public Service

LIQUOR LICENSE HOLDERS

Liquor license number and class (i.e. C-55441)

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer Wine Distilled Spirits

2. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: St. Patrick's Catholic Church

ADDRESS: 422 E 4th St

CITY Fremont

ZIP 68025

3. Location where event will be held; name, address, city, county, zip code

BUILDING NAME St. Patrick's Auditorium & Downtown Parking Lot

ADDRESS: 431 N Union St CITY Fremont

ZIP 68025 COUNTY and COUNTY # Dodge #5

a. Is this location within the city/village limits? YES NO

b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES NO

c. Is this location within 300' of any university or college campus? YES NO

4. Date(s) and Time(s) of event (no more than six (6) **consecutive** days on one application)

Date 6/4/2016	Date 6/5/2016	Date	Date	Date	Date
Hours From 5:00 P.M.	Hours From 11:00 A.M.	Hours From	Hours From	Hours From	Hours From
To 1:00 A.M.	To 5:00 P.M.	To	To	To	To

- a. Alternate date: _____
- b. Alternate location: _____
(Alternate date or location must be specified in local approval)

5. Indicate type of activity to be carried on during event:

Dance Reception _____ Fund Raiser _____ Beer Garden Sampling/Tasting _____

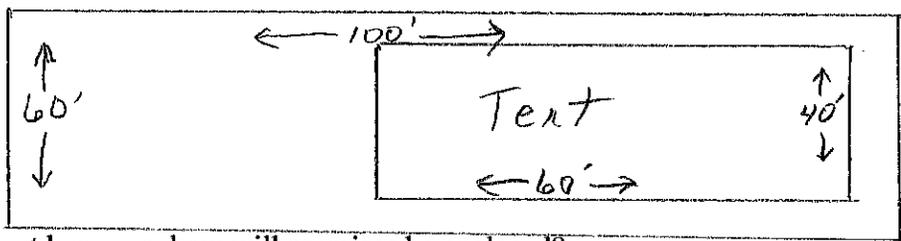
Other _____

6. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** 90 x 60
(not square feet or acres)

*Outdoor area dimensions of area to be covered **IN FEET** 100 x 60

***SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)**



If outdoor area, how will premises be enclosed?
 Fence; snow fence chain link cattle panel
 other _____
 Tent

7. How many attendees do you expect at event? 300

8. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

I.D. wristbands and Security Guards present

9. Will premises to be covered by license comply with all Nebraska sanitation laws? YES NO

a. Are there separate toilets for both men and women? YES NO

10. Where will you be purchasing your alcohol?

Wholesaler _____ Retailer Both _____ BYO _____
(includes wineries)

11. Will there be any games of chance operating during the event? YES ___ NO ___

If so, describe activity _____

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law. There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

12. Any other information or requests for exemptions: _____

13. Name and telephone number/cell phone number of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. PLEASE PRINT LEGIBLY

Print name of Event Supervisor Paul Sendgraff

Signature of Event Supervisor 

Event Supervisor phone: Before 402-720-5684 During 402-720-5684
Email address ksendgraff@gmail.com

Consent of Authorized Representative/Applicant

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

sign here Rev. David D. Belt
Authorized Representative/Applicant

Corp. Secretary/Pastor 4-8-16
Title Date

Rev. David D. Belt
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

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

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

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

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

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

St. Patrick's Catholic Church

NAME OF CORPORATION

47-0395798

FEDERAL ID NUMBER

Rev. David P. Belts

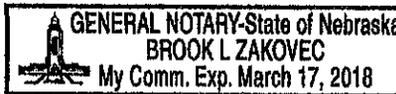
SIGNATURE OF TITLE OF CORPORATE OFFICERS

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

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS

8 DAY OF

April, 2016



NOTARY PUBLIC SIGNATURE & SEAL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, FOR SPECIAL DESIGNATED PERMIT

RESOLVED that the Fremont City Council approve the application for a Special Designated permits as outlined herein.

<u>Requestor:</u>	<u>Date:</u>	<u>Purpose:</u>	<u>Property</u>
St. Patrick's Catholic Church	June 4, 2016 June 5, 2016	Beer Garden/Dance	St. Patrick's Auditorium & Downtown Parking Lot

PASSED AND APPROVED THIS 26th DAY OF APRIL, 2016

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Brian Newton, Department of Utilities General Manager
DATE: April 20, 2016
SUBJECT: Creation of Water Connection District WC-906-16

Recommendation: 1. Hold first reading of the proposed ordinance creating water connection district WC-906-16; 2. Waive second and third readings; 3. Hold final reading and approve ordinance.

Background: An existing business contacted the Department of Utilities about extending municipal water service from an existing 10-inch water main line just north of 23rd street on Luther Road to a proposed new building on 27th street. The business agreed to pay a portion of the cost to extend an 8-inch water main line to the property.

With anticipated growth on Luther Road and the need to extend a 16-inch water main line from an existing 16-inch water main line on 32nd street south on Luther Road to an existing 10-inch water main line just north of 23rd street, the Department of Utilities proposes to construct a new 16-inch water main line south on Luther Road. A new 8-inch water main line is proposed to tie an existing 8-inch water main line on 27th street to the new 16-inch water main line on Luther Road.

On April 20, 2016, the Board of Public Works considered and approved water main line extensions between Luther Road and 32nd street and west on 27th street from Luther Road to an existing water main line; and recommended the City Council approve the creation of water district WC-906-16 to be able to charge abutting properties the benefits of municipal water service. The Department of Utilities will pay the costs associated with the increase in water main line size from the standard 8-inch line to a 16-inch line, rather than including these costs in the water connection district costs.

The attached map depicts the water district boundary as encompassing all properties that abut the proposed water main line unless the property is directly serviced by an existing municipal water main line within right-of-way abutting said property.

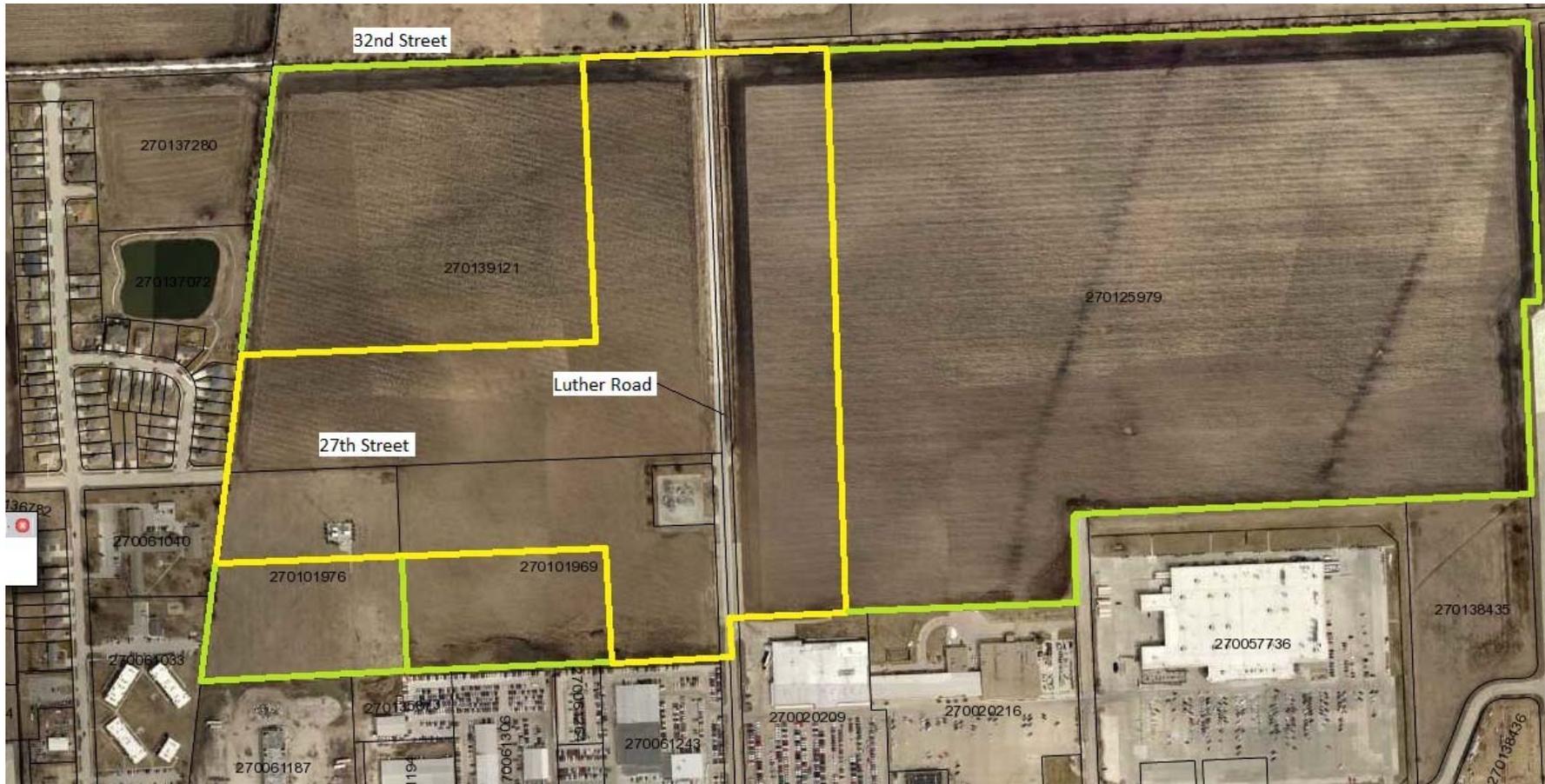
Once construction is completed, the cost of the water main lines (less the Department of Utility's share) will be reported to the City Council, sitting as the Board of Equalization, to determine the benefits to the abutting properties. These benefits will not be specially assessed to the abutting properties by shall be collected as a connection fee should any abutting property wish to connect to the newly constructed water main line at any point in the future.

Estimate of Costs:

Engineering/construction Design	\$6,000
Water Main Line Construction	\$280,000

Fiscal Impact: As this project is being completed as a water connection district, the Department of Utilities Fund will be responsible for the total cost of approximately \$286,000 until such time as abutting properties connect to the newly constructed water main line.

Proposed Water Connection District WC-906-16



-  WC-906-16 District Boundary
-  Affected Property Boundary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, CREATING WATER CONNECTION DISTRICT NO. WC-906-16; ESTABLISHING THE OUTER BOUNDARIES OF THE DISTRICT; DESIGNATING THE SIZE, KIND, LOCATION AND TERMINAL POINTS AND REFERRING TO AN ESTIMATE OF THE ENGINEER; AND, PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City of Fremont has been granted the authority to create Water Connection Districts by *Nebraska Revised Statute §16-6, 102*; and

WHEREAS, the City of Fremont has determined it beneficial to connect the proposed water main extension from just north of 23rd Street along Luther Road to 32nd street and from Luther Road to an existing water main line on 27th Street;

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

SECTION I: DISTRICT CREATION. The Mayor and the City Council of the City of Fremont, Nebraska hereby find and determine that it is necessary and advisable to extend the municipal water service beyond the existing system by construction of a water main line, and for the purpose of constructing a water main line, there is hereby created Water Connection District No. WC-906-16 of the City of Fremont.

SECTION II: WATER MAIN LINE DESCRIPTION. Within Water Connection District No. WC-906-16, there shall be constructed a ductile iron, 16-inch diameter water main line together with all necessary appurtenances in Luther Road, located along the west line of the Southwest Quarter of Section 7, Township 17 North, Range 9 East of the 6th P.M. Fremont, Dodge County, Nebraska, extending from an existing 10-inch line north of 23rd Street north to the terminus of the existing 16-inch water main line located on 32nd Street.

A ductile iron, 8-inch diameter water line with all necessary appurtenances in 27th street, located along the south line of the North half of the Southeast Quarter of Section 12, Township 17 North, Range 8 East of the 6th P.M., Fremont, Dodge County, Nebraska, extending from a new 16-inch line on Luther Road west to the terminus of the existing 8-inch water main line located on 27th Street.

SECTION III: WATER CONNECTION DISTRICT BOUNDARY. The outer boundaries of Water Connection District WC-906-16 shall include all lots and lands lying on the east and west sides of Luther Road to a depth of 400 feet from the north line of the existing properties on Luther Road to 32nd Street and all lots and lands lying on the North and South sides of 27th Street to a depth of 400 feet from the existing 27th Street pavement to Luther Road.

SECTION IV: ENGINEER'S ESTIMATE. The Engineer's estimate of the total cost of the project for said District is \$286,000.

SECTION V: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Justin Zetterman, City Engineer

DATE: April, 21, 2016

SUBJECT: Municipal code change related to the construction of sidewalks with new principal building construction.

First Reading: change to Municipal Code Chapter 8, Section 8-413.

Request: At the request of the Mayor, staff has drafted an amendment to the Municipal Code, Section 8-413. This change will give the Council an additional leeway in waiving the requirement for the construction of sidewalks with all new principal building construction.

Background: The current code, shown below, only allows the Council to grant a variance to the requirement of the construction of sidewalks with new principal building construction in the event that the lot in question is in an area platted prior to 1970. This change would remove that stipulation of the variance and give the Council authority to waive the code requirement whenever the City Council determines sidewalks are not necessary.

§8-413 SIDEWALKS; REQUIRED WITH NEW CONSTRUCTION.

Sidewalks shall be constructed in accordance with the applicable sections of this Chapter along each public street adjoining any property in the City of Fremont concurrent with the completion of construction of a new principal building on said property. The City Council may grant a variance to this requirement upon request of the property owner **if the property is in an area where the lots were platted prior to 1970** and the City Council determines sidewalks are not necessary.

This ordinance will change this section of the municipal code to read:

§8-413 SIDEWALKS; REQUIRED WITH NEW CONSTRUCTION.

Sidewalks shall be constructed in accordance with the applicable sections of this Chapter along each public street adjoining any property in the City of Fremont concurrent with the completion of construction of a new principal building on said property. The City Council may grant a variance to this requirement upon request of the property owner if the City Council determines that sidewalks are not necessary at that location.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, TO AMEND CHAPTER 8 OF THE MUNICIPAL CODE OF THE CITY OF FREMONT, NEBRASKA, ORDINANCE 3139; REPEALING PROVISIONS IN CONFLICT WITH SUCH AMENDMENTS; RETAINING NON-CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE OF SUCH AMENDMENTS; AND, PROVIDING FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

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

SECTION I. Section 8-413, SIDEWALKS; REQUIRED WITH NEW CONSTRUCTION is hereby amended to read as follows:

§8-413 SIDEWALKS; REQUIRED WITH NEW CONSTRUCTION.

Sidewalks shall be constructed in accordance with the applicable sections of this Chapter along each public street adjoining any property in the City of Fremont concurrent with the completion of construction of a new principal building on said property. The City Council may grant a variance to this requirement upon request of the property owner if the City Council determines that sidewalks are not necessary at that location.

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

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

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

PASSED AND APPROVED THIS _____ DAY OF _____

SCOTT GETZSCHMAN, MAYOR

ATTEST:

TYLER FICKEN
CITY CLERK

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dave Goedeken, P.E. - Director of Public Works

DATE: April 22, 2016

SUBJECT: FEVR Railroad Crossing Negotiations

Recommendation: Approve Resolution

Background: The City has received numerous complaints regarding the condition of the at grade railroad crossing of the FEVR rail line. There are five locations in the city limits where City Streets cross the FEVR line, Military Ave., Linden Ave., 23rd Street, Somers Ave., and Broad Street. Railroad right of ways, including street crossings, are owned by the railroad, Cities and Counties typically have lease agreements to make crossings with streets and utilities. It is the railroad's responsibility to maintain the condition of the crossing. This rail line has gone into disrepair, and is overgrown with vegetation. The line has been disconnected from the mainline railroad at the north and south ends. Meaning, there is no rail traffic on the line. There are a number of old railcars setting on the track south of 23rd Street that the owner has recently moved for their own purposes. Staff is not aware of any other rail activity on this line in recent years.

Several of the FEVR crossings have become rough from not being maintained, and Staff has had requests to repair the crossings at these locations. Staff has spoken with the Nebraska Attorney General's office regarding Fremont's rights of entry to make improvements to the crossing surface. The Attorney General's office has similar experience with crossings on the State's highways, specifically, Highway 275 on the Fremont bypass. Staff was advised that entry onto the FEVR crossing to make repairs is trespassing in a legal sense, and their advice was to seek a legal avenue to make the repairs.

The City has a number of options to pursue.

- Persuade the owner to make the repairs
- Seek permission from the owner for the City to make the repairs
- Negotiate ownership with the owner of record and remove the rail at the crossing and make the repairs.

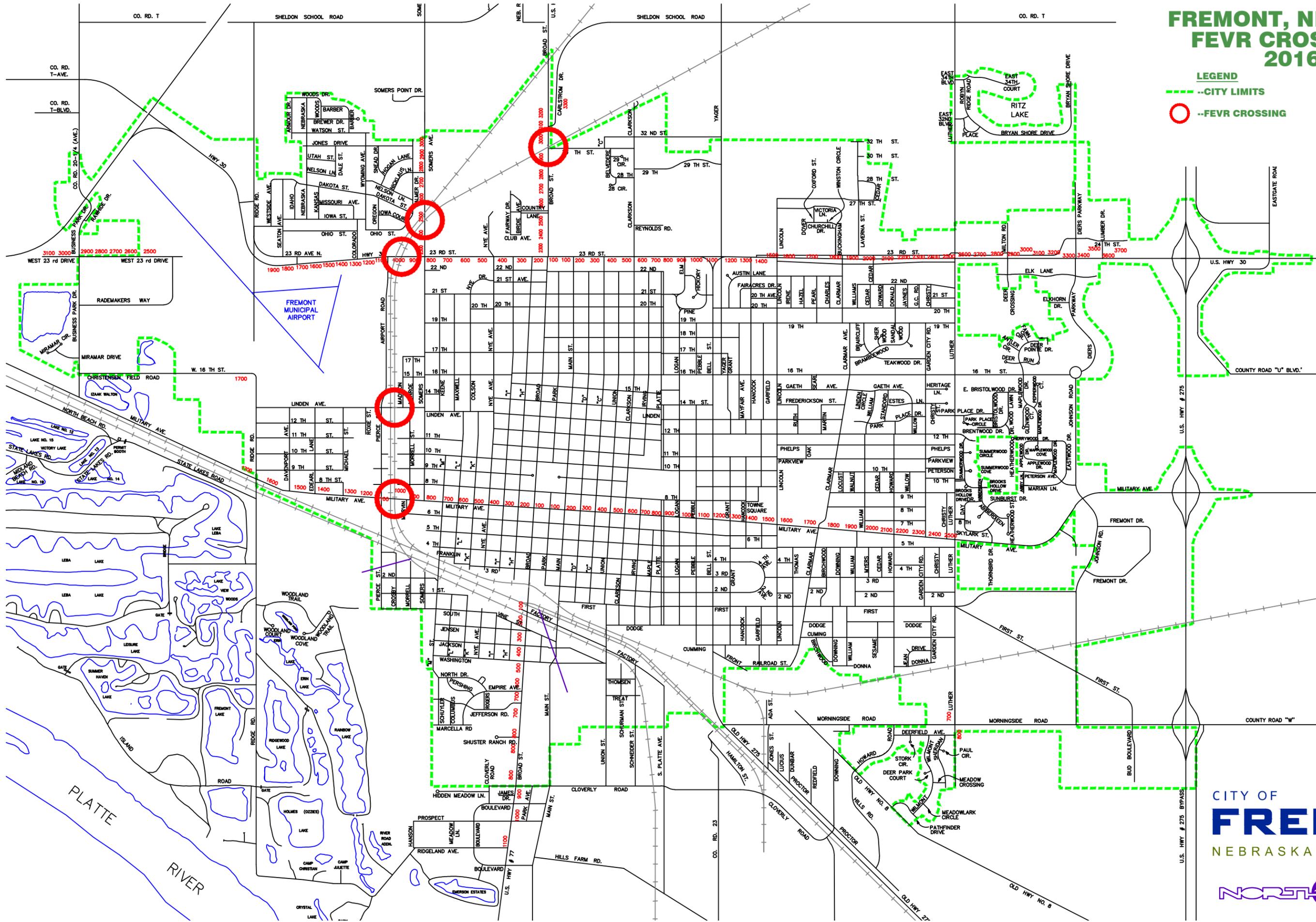
There may be other options that would present themselves during negotiations with the owner that Staff is not aware of at this time.

Staff has attempted to make initial contact with the owner but has not had success getting through. By approving this resolution, the City Council is authorizing Staff to move forward with the legal process, and the expense, to get the repairs made and possibly acquire the right of way at the City's crossings listed above. The crossings at Linden Ave., 23rd St., and Somer's Ave. will be closed with the construction of the 23rd Street Viaduct Project.

Fiscal Impact: Unknown at this time due to the uncertainty of the eventual process needed. This item has not been budgeted.

FREMONT, NEBRASKA FEVR CROSSINGS 2016

- LEGEND**
- CITY LIMITS
 - FEVR CROSSING



CITY OF
FREMONT
NEBRASKA PATHFINDERS

NORTH  NOT TO SCALE
REVISED CITY LIMITS AS OF
11/24/15

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska, to authorize City Staff to pursue legal action and expend City funds to gain repair of the FEVR Rail Line within Fremont City Limits.

WHEREAS: The City of Fremont received numerous complaints from the public regarding the roadway condition of the FEVR tracks within the city limits;

WHEREAS: The City of Fremont understands that it is the Rail Owner's responsibility to keep all roadway crossings in good and safe repair;

WHEREAS: The City of Fremont understands that the rail crossing right of way is the property of Rail Owner and that unauthorized repairs at these locations is trespassing; and

WHEREAS: The City of Fremont wishes to have the crossings repaired for the safety of the traveling public.

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

Scott Getzschman, Mayor of the City of Fremont, Nebraska is hereby authorized to have Staff make contact with the owner of the FEVR rail line, and begin the process of having the repairs made, or to acquire the right of way at the crossings.

PASSED AND APPROVED THIS ____ DAY OF _____, 2016

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken
City Clerk