

**STUDY SESSION: 4:30 P.M. – CHRISTENSEN FIELD
MEETING: 5:00 P.M. – CHRISTENSEN FIELD**

1. Call to Order.
2. Roll Call.
3. Dispense with the reading and approve the minutes of the May 16, 2016, Regular Meeting as prepared.
4. Consider a Resolution approving a form of Conditional Annexation Agreement, and authorizing the Mayor to execute the same, at such time as the City Council of the City of Fremont adopts and approves an ordinance to annex real properties located in the Roadway Subdivision, said Subdivision being located in the West half of the East half of Section 25, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, and more generally located at 1400 S Downing St.
 - Staff report and presentation
 - Recommendation
5. Consider a Resolution approving a form of Conditional Annexation Agreement, and authorizing the Mayor to execute the same, at such time as the City Council of the City of Fremont adopts and approves an ordinance to annex SID 4, said SID being located in the Roadway Subdivision located in the West half of the East half of Section 25, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, and more generally located at 1400 S Downing St.
 - Staff report and presentation
 - Recommendation
6. Consider a petition of the owners of approximately 57.3 acres described as the Roadway Subdivision, said Subdivision being located in the West half of the East half of Section 25, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, and more generally located at 1400 S Downing St., for annexation into the City of Fremont's corporate limits.
 - Staff report and presentation
 - Public Hearing
 - Recommendation
7. Consider a Resolution approving a form of Conditional Annexation Agreement, and authorizing the Mayor to execute the same, at such time as the City Council of the City of Fremont adopts and approves an ordinance to annex approximately 417.1 acres located in Section 25, Section 26, and Section 36 of Township 17

North, Range 8 East of the 6th P.M., Dodge County, Nebraska, and more generally located at 2200 S Downing St.

- Staff report and presentation
 - Recommendation
8. Consider a petition of TJ Design Strategies, Ltd., on behalf of Costco Wholesale Corporation, agent for the owner, and Hills Farm, Inc., the owner of approximately 417.1 acres located in Section 25, Section 26, and Section 36 of Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, and more generally located at 2200 S Downing St., for annexation into the City of Fremont's corporate limits.
- Staff report and presentation
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 - Public Hearing
 - Recommendation
9. Consider a request of TJ Design Strategies, Ltd., on behalf of Costco Wholesale Corporation, agent for the owner, and Hills Farm, Inc., the owner of approximately 83.3 acres located at 2200 S Downing St., for approval of a Zoning Change from AG Agricultural to GI General Industrial.
- Staff report and presentation
 - Public Hearing
 - Recommendation
10. Consider a request of Kevin and Lori Yount, the owners of approximately 4.5 acres located at 1520 S Main St., for approval of a Zoning Change from RR Rural Residential to GC General Commercial.
- Staff report and presentation
 - Public Hearing
 - Recommendation

11. Adjournment.

THIS MEETING WAS PRECEDED BY PUBLICIZED NOTICE IN THE FREMONT TRIBUNE, THE AGENDA DISPLAYED IN THE LOBBY OF THE MUNICIPAL BUILDING AND POSTED ONLINE AT WWW.FREMONTNE.GOV IN ACCORDANCE WITH THE NEBRASKA OPEN MEETINGS ACT, A COPY OF WHICH IS POSTED CONTINUALLY IN THE COUNCIL CHAMBERS FOR PUBLIC INSPECTION, AND SAID MEETING IS OPEN TO THE PUBLIC. A COPY OF THE AGENDA WAS ALSO KEPT CONTINUALLY CURRENT AND AVAILABLE TO THE PUBLIC IN THE PRINCIPLE OFFICE OF THE DEPARTMENT OF PLANNING, 400 EAST MILITARY AVENUE. THE PLANNING COMMISSION RESERVES THE RIGHT TO ADJUST THE ORDER OF ITEMS ON THIS AGENDA.

PRESENT: Chairman, Dev Sookram, Commissioners, Amber Barton, Brad Fooker, Marty Gifford, Rol Horeis, Carl Nielsen, Aaron Rix, Mitch Sawyer, and Brian Wiese, and Planning Director, Troy Anderson

ABSENT: None.

1. Call to Order. Chairman Sookram called the meeting to order at 5:00 p.m.
2. Roll Call. A roll call showed all members present – a quorum was established.

Chairman Sookram then read the following statement: This meeting was preceded by publicized notice in the Fremont Tribune, the agenda displayed in the lobby of the Municipal Building and posted online at www.fremontne.gov in accordance with the Nebraska open meetings act, a copy of which is posted continually in the council chambers for public inspection and said meeting is open to the public. A copy of the agenda was also kept continually current and available to the public in the principle office of the Department of Planning, 400 East Military Avenue. The Planning Commission reserves the right to adjust the order of items on this agenda. This meeting is hereby declared to be duly convened and in open session.

3. Minutes of the April 18, 2016, Regular Meeting.

Chairman Sookram read the item into the record. Hearing no discussion, Sookram entertained a motion.

Motion: It was moved by Commissioner Fooker, and seconded by Commissioner Sawyer, to dispense with the reading of the minutes and approve the minutes as provided. A roll call vote showed eight (8) members present voting aye with Commissioner Rix abstaining – the motion carried 8-0.

4. Consider an amendment to the City of Fremont Comprehensive Plan, particularly amendments to the Future Land Use Plan.

Planning Director, Troy Anderson read Staff's Report.

Sookram then proceeded to open the floor to public hearing. Maggie Diers-Yost, address undisclosed, representing Diers Point Corporation, presented an exhibit illustrating marketing efforts for properties located north of Rawhide Creek between N Luther Rd. and N Diers Parkway, for commercial development and asked the Commission to amend the map to reflect those efforts. Chuck Johannsen, address undisclosed, past president of the Greater Fremont Development Council, read a statement supporting the proposed changes. Doug Whitman, address undisclosed, was unclear as to what the City was trying to do and asked the Commission to explain. Chairman Sookram explained that this was an update to the Future Land Use Map. Planning Director Anderson further elaborated on state and local laws associated with comprehensive plans and

future land use plans, including maps, as that relates to zoning activity of the City. Dan Martinez, address undisclosed, inquired into the commercial land use designation and its relationship to the land use classification *Trade Services*. Commissioner Fooker assured Martinez that the new Unified Development Code would include *Trade Services* as a permitted use in commercial zoning districts.

Hearing no other comments, Sookram closed the floor to public hearing and opened the floor to Commission discussion and action. Hearing no discussion, Sookram entertained a motion.

Motion: It was moved by Commissioner Fooker, and seconded by Commissioner Gifford, to recommend approval of the Comprehensive Plan Amendment with an amendment that the properties located north of Rawhide Creek between N Luther Rd. and N Diers Parkway be identified as Commercial rather than Residential. A roll call vote showed all members voting aye – the motion carried unanimously.

5. Consider a request of RML Investments, Inc., owner of approximately 7,800 square feet located at 1820 W 23rd St., for approval of a Zoning Change from R-2 Moderate-Density Residential to LI Limited Industrial.

Planning Director, Troy Anderson read Staff's Report.

Sookram then proceeded to open the floor to public hearing. Dan Martinez, address undisclosed, introduced himself as representative of the applicant, provided an overview of the site development plans, and offered to answer any questions. Ashley Thomas, address undisclosed, argued that the north twenty-five feet of her property is zoned differently than what the applicant has suggested. Planning Director Anderson offered to get together with both property owners after the meeting and share whatever information is available.

Hearing no other comments, Sookram closed the floor to public hearing and opened the floor to Commission discussion and action. Hearing no discussion, Sookram entertained a motion.

Motion: It was moved by Commissioner Sawyer, and seconded by Commissioner Wiese, to recommend approval of the Zoning Change. A roll call vote showed all members present voting aye – the motion carried unanimously.

6. Consider a request of Rodger & Debra Menn, owners of approximately 40.0 acres located at 361 W. Co. Rd. T, for approval of a Zoning Change from AG Agricultural to LI Limited Industrial.

Planning Director, Troy Anderson read Staff's Report.

Sookram then proceeded to open the floor to public hearing. Dan Martinez, address undisclosed, introduced himself as representative of the applicant, explained the history of the request and the reason for the request for LI Limited Industrial based on the previous Future Land Use Map but that based on the information made available as part of this meeting, the applicant would be agreeable to a GC General Commercial zoning district designation to be consistent with the Future Land Use Map that was just approved by the Commission and concluded with an offer to answer any questions.

Hearing no other comments, Sookram closed the floor to public hearing and opened the floor to Commission discussion and action. Hearing no discussion, Sookram entertained a motion.

Motion: It was moved by Commissioner Gifford, and seconded by Commissioner Fooker, to recommend approval of a Zoning Change from AG Agricultural to GC General Commercial. A roll call vote showed all members present voting aye – the motion carried unanimously.

7. Consider a request of Lilyan Scheinost, owner of approximately 16.9 acres located at 2284 Morningside Rd., for approval of a Zoning Change from AG Agricultural and GI General Industrial to LI Limited Industrial.

Planning Director, Troy Anderson read Staff's Report.

Sookram then proceeded to open the floor to public hearing. Dan Martinez, address undisclosed, introduced himself as representative of the applicant, and offered to answer any questions. Bill Sellhorst, 603 S Downing St., asked about commercial zoning and elaborated on surrounding land uses. Randy Ruppert, 2108 Co. Rd. O, inquired into the development plans. Martinez explained that there has been interest in one of the tracts for a lawn maintenance business and interest in the other tract as a trucking business. Gary White, 1980 Morningside Rd., asked the Commission if they were familiar with the area and suggested that there are residences in the area and that he was opposed to the request. Debby Durham, 1021 Skyline Dr., said that she couldn't understand why nobody was talking about Costco and subsequently handed the Commission a form titled "Nebraska Communities United Talking Points."

Hearing no other comments, Sookram closed the floor to public hearing and opened the floor to Commission discussion and action. Hearing no discussion, Sookram entertained a motion.

Motion: It was moved by Commissioner Wiese, and seconded by Commissioner Nielsen, to recommend approval of the Zoning Change. A roll call vote showed all members present voting aye – the motion carried unanimously.

8. Consider a request of Lilyan Scheinost, owner of approximately 16.9 acres located at 2284 Morningside Rd., for approval of a Final Plat to be known as Morningside Industrial Park, Dodge County, Nebraska.

Planning Director, Troy Anderson read Staff's Report.

Sookram opened the floor to Commission discussion and action. Hearing no discussion, Sookram entertained a motion.

Motion: It was moved by Commissioner Sawyer, and seconded by Commissioner Barton, to recommend approval of the Final Plat. A roll call vote showed all members present voting aye – the motion carried unanimously.

9. Consider a request of Yager Retail LLC, on behalf of Yager Group, LLC, owner of approximately 2.5 acres located at 1220 E 23rd St., for approval of a Final Plat to be known as Yager Place Subdivision Replat, Dodge County, Nebraska.

Planning Director, Troy Anderson read Staff's Report.

Sookram opened the floor to Commission discussion and action. Hearing no discussion, Sookram entertained a motion.

Motion: It was moved by Commissioner Fooker, and seconded by Commissioner Sawyer, to recommend approval of the Final Plat. A roll call vote showed eight (8) members present voting aye with Commissioner Gifford abstaining – the motion carried 8-0.

10. Consider a request of BNE Construction, owner of approximately 1.1 acres located at 1858 W 23rd St., for approval of a Final Plat to be known as Seaton Subdivision 2nd Replat, Dodge County, Nebraska.

Planning Director, Troy Anderson read Staff's Report.

Sookram opened the floor to Commission discussion and action. Hearing no discussion, Sookram entertained a motion.

Motion: It was moved by Commissioner Sawyer, and seconded by Commissioner Nielsen, to recommend approval of the Final Plat. A roll call vote showed all members present voting aye – the motion carried unanimously.

11. Review and consider amendments to Article 6 of the draft Unified Development Ordinance.

Planning Director, Troy Anderson introduced proposed amendments to Article Six [Part 2 of 3] of the draft Unified Development Ordinance (UDO) including:

1. Reorganization;
2. Removing redundant language;
3. Specifying an approved and prohibited plant list;
4. Specifying common tree measurement practices;
5. Revising inspection procedures;
6. Providing term to determination of land clearing;
7. Clarifying mixed use applicable to bufferyards;
8. Eliminating residential bufferyards against existing residential developments; and
9. General word-smithing.

Hearing no further comments, Sookram concluded discussion of the item and proceeded to the next item on the agenda.

12. Adjournment. Hearing no further business, Chairman Sookram adjourned the meeting at approximately 6:03 p.m.

APPROVED:

Dev Sookram, Chairman

ATTEST:

Troy Anderson, Planning Director

DRAFT

Staff Report

TO: Planning Commission
FROM: Troy Anderson, Director of Planning
DATE: June 17, 2016
SUBJECT: Conditional Annexation Agreement – Real Property Owners Roadway Subdivision

Background: As part of the petition of annexation of real property within the Roadway Subdivision, property owners have conditioned their petition on the following:

1. The City shall agree to construct and install water main service and fire hydrants within 12 months of the annexation at no cost, levy or assessment to the such properties or the property owners;
2. The execution of a written agreement between Sanitary and Improvement District No. 4 of Dodge County, Nebraska, (SID No. 4) and the City for annexation of SID No. 4 to include specific provisions for the utilization of all remaining SID No. 4 funds for the lawful benefit of properties located within the Roadway Subdivision, as platted.

The Conditional Annexation Agreement (Agreement), attached hereto and incorporated herein, authorizes the City to enter into an agreement with the real property owners located in the Roadway Subdivision for annexation of the subject properties conditioned upon the following:

1. Closing on the sale of the Hills Farm, Inc., properties, described therein, by February 28, 2017, unless otherwise waived by property owners within the Roadway Subdivision (should construction not commence on a poultry processing facility on the Hills Farm properties within one year of the effective date of the Agreement, property owners within the Roadway Subdivision may also petition the City to disconnect/de-annex);
2. Construction and installation of water main service and fire hydrants for the benefit of properties located in the Roadway Subdivision within 12 months of the effective date of the annexation; and
3. Funds of SID No. 4 shall be transferred to a separate account for the exclusive use and benefit of properties located in the Roadway Subdivision, or other public purposes as approved by the majority of owners of the same.

Please understand that the review and consideration of the Agreement, attached hereto and incorporated herein, by the Commission and Council and any subsequent approval of the same, does not bind any party to said terms and conditions **until “such time as the City Council of the**

City of Fremont adopts and approves an ordinance to annex the Roadway Subdivision as contemplated by the Agreement, provided that, if said ordinance of annexation is not adopted and approved, the Agreement shall be a nullity. (ref. Resolution, attached hereto and incorporated herein) [***emphasis added***] Review and approval of the Agreement simply provides an approval of the vehicle by which the conditions associated with the same may be agreed upon and carried out.

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

RESOLUTION NO. 2016-____
(Conditional Annexation Agreement for Roadway Subdivision)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA
APPROVING THE CONDITIONAL ANNEXATION AGREEMENT FOR THE ROADWAY
SUBDIVISION.**

WHEREAS, the City Council of the City of Fremont, Nebraska at a third reading currently scheduled to be held on July 7, 2016 on whether to approve and adopt an Ordinance to Annex by Voluntary Petition the Roadway Subdivision as more fully described therein subject to approval and entering into a conditional annexation agreement with the applicant;

WHEREAS, a copy of the conditional annexation agreement by and between the City of Fremont, Nebraska and the property owners within the Roadway Subdivision listed therein, that will implement and govern certain aspects of the annexation (the "Agreement") is attached as Attachment "A" and incorporated herein by this reference;

WHEREAS, on June 21, 2016, a meeting of the City Council was held at the Christensen Field Multi-Purpose Building, 1710 W. 16th Street, in Fremont, Nebraska in order to determine whether the Agreement should be approved;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Fremont, Nebraska does hereby approve and adopt the Agreement;

BE IT FURTHER RESOLVED, that the Mayor of the City of Fremont is hereby authorized to execute and deliver the Agreement and to take all such other actions contemplated and required by the Agreement at such time as the City Council of the City of Fremont adopts and approves an ordinance to annex the Roadway Subdivision as contemplated by the Agreement, provided that, if said ordinance of annexation is not adopted and approved, the Agreement shall be a nullity.

DATED THIS ____ day of _____, 2016.

CITY OF FREMONT, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

ATTACHMENT "A"
CONDITIONAL ANNEXATION AGREEMENT
ROADWAY SUBDIVISION, FREMONT, DODGE COUNTY, NEBRASKA

This Conditional Annexation Agreement - Roadway Subdivision Property Owners ("Agreement") is entered into effective this ___ day of June, 2016, by and between the City of Fremont, Nebraska, a political subdivision of the State of Nebraska ("City") and the undersigned property owners consisting of the owners of all non-City property located in Roadway Subdivision as currently platted and recorded in Dodge County, Nebraska ("Property Owners") according to the terms and conditions set forth herein.

PREAMBLE

WHEREAS, Roadway Subdivision as currently platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") is comprised of properties that are used and zoned for commercial purposes; and

WHEREAS, Property Owners are interested in promoting area economic development, reduction of blight and securing public services and amenities in order to enhance the economic viability of Roadway Subdivision and area properties under the terms and conditions of this Agreement; and

WHEREAS, the City has similar interests in economic development as set forth in the preceding paragraph and has determined that it is in the best interests of the City to annex Roadway Subdivision properties owned by the undersigned Property Owners according to the terms and conditions of this Agreement.

AGREEMENT

In consideration of the foregoing Preamble, which is incorporated into this Agreement by reference as if specifically set forth verbatim, together with the mutual terms and conditions set forth in this Agreement and other consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS AGREED:

1. The City accepts the Petition for Annexation submitted by Property Owners and agrees to annex the property of the Property Owners located in Roadway Subdivision.

2. The foregoing annexation is conditioned upon and subject to the closing on the sale of the Hills Farm, Inc. land identified as Dodge County Assessor Parcel Numbers 270103523, 270136299, 270108703, 270102816, 270108640, 270139045 and 270139044 (all lying within Sections 25 and 26 T17N R8E, Dodge County, Nebraska) to Costco Wholesale Corporation or a wholly owned affiliate thereof and annexation thereof by the City of Fremont by no later than February 28, 2017, failing which the annexation of Roadway Subdivision property shall not become effective and shall be deemed to be null and void without further action by the City of Fremont. This condition may be waived in writing by any owner of property in Roadway Subdivision.

Further, in the event that Costco Wholesale Corporation or a wholly owned affiliate thereof does not commence site preparation (not to include testing, surveys, inspections, soil analysis or other due diligence) or construction of a poultry processing facility on the Hills Farm, Inc. land identified above within one year after the effective date of this Agreement, any Property Owner

may file a Petition to disconnect/de-annex such Property Owner's property from the City and the City shall thereupon promptly commence and complete all procedures necessary to disconnect/de-annex the petitioned property from its jurisdictional and regulatory limits without cost to the petitioning Property Owner. Provided, however, that prior to the effective date of any such disconnection or de-annexation of any one or more properties, the petitioning owner of each petitioned property shall reimburse the City for such Property Owner's proportionate share of costs of any water main extension and hydrant improvements that have been constructed and directly benefit such Property Owner's property.

3. The City agrees to design, construct and install full and complete water main service and fire hydrants according to all proper governmental codes for the benefit of all properties located in Roadway Subdivision within 12 months of the effective date of the annexation of Roadway Subdivision at no cost, levy or assessment to such Roadway Subdivision properties or the Property Owners.

4. The City agrees that all funds of SID No. 4 of any nature whatsoever that remain on hand following the annexation of SID No. 4 shall be placed in a separate account to be used exclusively for the lawful benefit of properties located within Roadway Subdivision as such funds represent tax revenues that were generated solely from SID No. 4 tax levies over the course of the preceding years and from no other source. The SID No. 4 funds will be used solely for the benefit of properties located within Roadway Subdivision as illustrated, but not limited to, uses set forth on Exhibit "A" attached hereto or other public purpose as approved by the majority in square footage of owners of property located in Roadway Subdivision or by an association formed by the Roadway Subdivision property owners for the purpose of directing the lawful usage of such funds. Further, each platted lot in Roadway subdivision shall be provided one connection from the water main to the stop box through the use of the SID No. 4 funds remaining on hand. Each Roadway Subdivision Property Owner shall be an intended beneficiary of this Agreement with the right to enforce the terms of this Agreement in an individual capacity.

5. In the event any individual Property Owner shall decline to be part of this Agreement as evidenced by the absence of such Property Owner's signature on this Agreement, this Agreement will nonetheless constitute a fully binding agreement as to all Property Owners who have executed this Agreement. Any Property Owner who does not execute this Agreement, shall not be bound by its terms and such Property Owner's property will remain outside of the City limits without obligation of the City to extend any form of benefits.

6. Upon completion of all steps of annexation, the properties and owners of properties in Roadway Subdivision, shall be entitled to the same public services, amenities, privileges, police, fire and other forms of protection as and service as other properties located within the jurisdictional limits of the City.

7. This Agreement shall be binding upon the heirs, successors, and assigns of the parties.

8. This Agreement may be executed in counterparts (including by facsimile or pdf) each of which shall constitute an original, but all of which shall constitute one and the same instrument.

9. Notices: Any notice or other communication required or permitted hereunder shall be made by hand delivery, certified mail or courier service. Notices shall be addressed as set forth below or such other contact information as may be furnished in writing by either party. Any notice sent by courier service or certified mail shall be deemed given on the date received.

City Clerk - City of Fremont
400 East Military Avenue
Fremont, Nebraska 68025

Property Owners -
See Exhibit "B" attached hereto

Dated this ____ day of June, 2016.

CITY OF FREMONT, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM

City Attorney

**PROPERTY OWNERS AND ROADWAY
SUBDIVISION PROPERTY HOLDINGS:**
(legal descriptions attached hereto on
Exhibit "C")

MICHAEL CONE ENTERPRISES, LLC,

By _____
Michael Cone

William F. Dugan

Jane L. Dugan

FREMONT ELECTRIC,

By _____
Leslie B. Shallberg

CITY OF FREMONT,

By _____
Tyler Ficken, Clerk

THE LIONEL COMPANY, LLC,

By _____
Allen Dayton

PROCTOR, LLC

By _____
Brenda Doernemann

SANITARY AND IMPROVEMENT DISTRICT
NO. 4 OF DODGE COUNTY, NEBRASKA

By _____
Brenda Doernemann, Clerk

R E PARTNERSHIP,

By _____
Thomas L. Coday

Daniel E. Simanek

Trudy K. Simanek

Scott Taylor

Cherie Taylor

VICTORY LAKE MARINE, INC.,

By _____
Ronald Vlach

**NON-EXCLUSIVE USE OF ESCROWED SID FUNDS
FOR THE BENEFIT OF ROADWAY SUBDIVISION
AS PLATTED AND RECORDED IN DODGE COUNTY, NEBRASKA**

- a. To pay connection fees and extend water service to stop boxes on each platted Roadway Subdivision property that is annexed by the City.
- b. Repair and improvement of streets in Roadway Subdivision.
- c. Installation of street lighting.
- d. Drainage maintenance, repair and improvements.
- e. Repair of former SID No. 4 improvements.
- f. Construction and maintenance of entrance signage.
- g. Entrance beautification and landscaping.

SID No. 4 Property Owners

Michael Cone Enterprises, LLC
PO Box 91
Fremont, NE 68025

R E Partnership
PO Box 509
Fremont, NE 68026-0509

William F. & Jane L. Dugan
751 N. Lincoln
Fremont, NE 68025

SID No. 4
c/o David Mitchell
81 West 5th Street
Fremont, NE 68025

Fremont Electric
1245 Hill
Fremont, NE 68025

Daniel E. & Trudy K. Simanek
445 N. Luther Road
Fremont, NE 68025

City of Fremont
c/o Tyler Ficken, Clerk
400 E. Military Ave.
Fremont, NE 68025

Scott & Cherie Taylor
600 Pearl
PO Box 374
Lyons, NE 68038

The Lionel Company, LLC
6929 Seward Ave.
Lincoln, NE 68507

Victory Lake Marine, Inc.
1500 W. Military
Fremont, NE 68025

Proctor, LLC
2650 N. Rawhide Drive
Fremont, NE 68025

ROADWAY SUBDIVISION -- LEGAL DESCRIPTIONS

Michael Cone Enterprises, LLC

Part of Lot 19, Roadway Subdivision in Section 25, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, further described as follows: Beginning at a point on the west line of said Lot 19 which is also a point on a line lying 151.54 feet northeast of and parallel to the northeast margin of Proctor Street; thence S 44°39'50" E, 276.10 feet along said line lying 151.54 feet northeast of and parallel to the northeast margin of Proctor Street; thence S 45°20'10" W, 151.54 feet to a point on the northeast margin of Proctor Street; thence N 44°39'50" W along the northeast margin of Proctor Street to the point of tangency of the 20 foot radius curve at the intersection of Proctor Street and Hills Road; thence along a 20 foot radius curve to the right to the point of reverse curvature; thence northerly along the east margin of Hills Road on a 268.86 foot radius curve to the left to the point of beginning

Dugan

Lot 15, Roadway Subdivision, as platted and recorded in Dodge County, Nebraska

City of Fremont

Lot 8, Roadway Subdivision, Dodge County, Nebraska, as otherwise more particularly filed of record in the Dodge County Register of Deeds

Fremont Electric

Lot 6, Roadway Subdivision, Dodge County, Nebraska, as otherwise more particularly filed of record in the Dodge County Register of Deeds

The Lionel Company

Lot 7, Roadway Subdivision as platted and recorded in Dodge County, Nebraska

Proctor, LLC

Lot 1 and part of Lot 2, Roadway Subdivision, more particularly described as follows: Beginning at the southeast corner of Lot 2, Roadway Subdivision; said corner being 210.0 feet northwest of the intersection of Hills Road and Proctor Street; and assuming the north right-of-way of Proctor Street to bear N44°39'50"W; thence N44°39'50"W 190.0 feet; thence N45°20'10"E 503.38 feet; thence S00°06'34"E 266.64 feet; thence S45°20'10"W 316.30 feet; to the point of beginning, being part of Lot 2, Roadway Subdivision, Dodge County, Nebraska.

RE Partnership

Lots 9 and 10, Roadway Subdivision, as platted and recorded in Dodge County, Nebraska

Simanek

Lots, 13, 14, 16, 17, 18, Roadway Subdivision is platted and recorded in Dodge County, Nebraska

Taylor

Part of Lot 19, Roadway Subdivision in Section 25, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, further described as follows: Beginning at the Northeast corner of the said Lot 19; thence along the North line of said Lot 19 to the Northwest corner of said Lot 19; thence along the West line of said Lot 19 on a 260.06 foot radius curve to the right to a point on a line lying 151.54 feet Northeast of and parallel to the Northeast margin of Proctor Street; thence S44°39'50"E, 183.48 feet; along said line lying 151.54 feet Northeast of and parallel to the Northeast margin of Proctor Street; thence Northeasterly to the point of beginning;

and

Lot 19, Roadway Subdivision, in Section 25, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, EXCEPT beginning at a point on the West line of said Lot 19 which is also a point on a line lying 151.54 feet Northeast of and parallel to the Northeast margin of Proctor Street; thence S44°39'50" E, 276.10 feet along said line lying 151.54 feet Northeast of and parallel to the Northeast margin of Proctor Street; thence S45°20'10" W, 151.54 feet to a point on the Northeast margin of Proctor Street; thence N 44°39'50" W along the Northeast margin of Proctor Street to the point of tangency of the 20 foot radius curve at the intersection of Proctor Street and Hills Road; thence along a 20 foot radius curve to the right to the point of reverse curvature; thence Northerly along the East margin of Hills Road on a 268.86 foot radius curve to the left to the point of beginning and EXCEPT beginning at the Northeast corner of said Lot 19; thence along the North line of said Lot 19 to the Northwest corner of said Lot 19; thence along the West line of said Lot 19 on a 260.06 foot radius curve to the right to a point on a line lying 151.54 feet Northeast of and parallel to the Northeast margin of Proctor Street; thence S44°49'50"E, 183.48 feet; along said line lying 151.54 feet Northeast of and parallel to the Northeast margin of Proctor Street; thence Northeasterly to the point of beginning.

Victory Lake Marine, Inc.

Part of Lot 2, Roadway Subdivision, Dodge County, Nebraska, described as follows: Beginning at the southwest corner of said Lot 2, said corner being 480.00 feet northwest of the intersection of Hills Road and Proctor Street, and assuming the North right-of-way of Proctor Street to bear N44°39'50"W; thence N45°20'10"E 575.32 feet to the right-of-way of Hills Road; thence southeasterly along a 314.85' radius curve to the right 58.86 feet; thence S00°06'34"E 49.07 feet; thence S45°20'10"W 503.38 feet; thence N44°39'50"W 80.0 feet to the point of beginning, Dodge County, Nebraska;

and

Lots 3, 4, 5, 11 and 12, Roadway Subdivision, Dodge County, Nebraska, as otherwise more particularly described of record in the Dodge County Register of Deeds

Staff Report

TO: Planning Commission
FROM: Troy Anderson, Director of Planning
DATE: June 17, 2016
SUBJECT: Conditional Annexation Agreement – SID No. 4

Background: As part of the petition of annexation of Sanitary and Improvement District No. 4 of Dodge County, Nebraska, (SID No. 4), SID No. 4 has conditioned their petition on the following:

1. The City shall agree to construct and install water main service and fire hydrants within 12 months of the annexation at no cost, levy or assessment to the such properties or the property owners;
2. The execution of a written agreement between Sanitary and Improvement District No. 4 of Dodge County, Nebraska, (SID No. 4) and the City for annexation of SID No. 4 to include specific provisions for the utilization of all remaining SID No. 4 funds for the lawful benefit of properties located within the Roadway Subdivision, as platted.

The Conditional Annexation Agreement (Agreement), attached hereto and incorporated herein, authorizes the City to enter into an agreement with SID No. 4 for annexation of the subject properties conditioned upon the following:

1. Closing on the sale of the Hills Farm, Inc., properties, described therein, by February 28, 2017, unless otherwise waived by property owners within the Roadway Subdivision (should construction not commence on a poultry processing facility on the Hills Farm properties within one year of the effective date of the Agreement, property owners within the Roadway Subdivision may also petition the City to disconnect/de-annex); and
2. Funds of SID No. 4 shall be transferred to a separate account for the exclusive use and benefit of properties located in the Roadway Subdivision, or other public purposes as approved by the majority of owners of the same.

Please understand that the review and consideration of the Agreement, attached hereto and incorporated herein, by the Commission and Council and any subsequent approval of the same, does not bind any party to said terms and conditions **until “such time as the City Council of the City of Fremont adopts and approves an ordinance to annex the Roadway Subdivision as contemplated by the Agreement, provided that, if said ordinance of annexation is not**

adopted and approved, the Agreement shall be a nullity.” (ref. Resolution, attached hereto and incorporated herein) [**emphasis added**] Review and approval of the Agreement simply provides an approval of the vehicle by which the conditions associated with the same may be agreed upon and carried out.

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

RESOLUTION NO. 2016-_____
(Conditional Annexation Agreement for SID 4)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA
APPROVING THE CONDITIONAL ANNEXATION AGREEMENT FOR SID 4.**

WHEREAS, the City Council of the City of Fremont, Nebraska at a third reading currently scheduled to be held on July 7, 2016 on whether to approve and adopt an Ordinance to Annex by Voluntary Petition the SID 4 of Dodge County, Nebraska ("SID 4") as more fully described therein subject to approval and entering into a conditional annexation agreement with the applicant;

WHEREAS, a copy of the conditional annexation agreement by and between the City of Fremont, Nebraska and SID 4 that will implement and govern certain aspects of the annexation (the "Agreement") is attached as Attachment "A" and incorporated herein by this reference;

WHEREAS, on June 21, 2016, a meeting of the City Council was held at the Christensen Field Multi-Purpose Building, 1710 W. 16th Street, in Fremont, Nebraska in order to determine whether the Agreement should be approved;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Fremont, Nebraska does hereby approve and adopt the Agreement;

BE IT FURTHER RESOLVED, that the Mayor of the City of Fremont is hereby authorized to execute and deliver the Agreement and to take all such other actions contemplated and required by the Agreement at such time as the City Council of the City of Fremont adopts and approves an ordinance to annex SID 4 as contemplated by the Agreement, provided that, if said ordinance of annexation is not adopted and approved, the Agreement shall be a nullity.

DATED THIS ____ day of _____, 2016.

CITY OF FREMONT, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

**ATTACHMENT 1
CONDITIONAL ANNEXATION AGREEMENT
SANITARY AND IMPROVEMENT DISTRICT NO. 4 OF DODGE COUNTY, NEBRASKA**

This Conditional Annexation Agreement - Sanitary and Improvement District No. 4 of Dodge County, Nebraska ("Agreement") is entered into effective this ___ day of June, 2016, by and between the City of Fremont, Nebraska, a political subdivision of the State of Nebraska ("City") and Sanitary and Improvement District No. 4 of Dodge County, Nebraska, a political subdivision of the State of Nebraska ("SID No. 4") according to the terms and conditions set forth herein.

PREAMBLE

WHEREAS, SID No. 4 is comprised of properties located within Roadway Subdivision as currently platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") that are used and zoned for commercial purposes; and

WHEREAS, SID No. 4 is interested in promoting area economic development, reduction of blight and securing public services and amenities in order to enhance the economic viability of the district and area properties. Accordingly, SID No. 4 has petitioned the City for annexation subject to the terms herein; and

WHEREAS, the City has similar interests in economic development as set forth in the preceding paragraph and has determined that it is in the best interests of the City to annex SID No. 4 according to the terms and conditions of this Agreement.

AGREEMENT

In consideration of the foregoing Preamble, which is incorporated into this Agreement by reference as if specifically set forth verbatim, together with the mutual terms and conditions set forth in this Agreement and other consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS AGREED:

1. The City accepts the Petition for Annexation submitted by SID No. 4 and agrees to annex SID No. 4 and the properties located within the territorial jurisdiction of SID No. 4, also known as Roadway Subdivision.

2. The foregoing annexation is conditioned upon and subject to the closing on the sale of the Hills Farm, Inc. land identified as Dodge County Assessor Parcel Numbers 270103523, 270136299, 270108703, 270102816, 270108640, 270139045 and 270139044 (all lying within Sections 25 and 26 T17N R8E, Dodge County, Nebraska) to Costco Wholesale Corporation or a wholly owned affiliate thereof and annexation thereof by the City of Fremont by no later than February 28, 2017, failing which the annexation of SID No. 4 shall not become effective and shall be deemed to be null and void without further action by the City of Fremont. This condition may be waived in writing by SID No. 4.

3. The City agrees that all funds of SID No. 4 of any nature whatsoever that remain following the annexation of SID No. 4 shall be placed in a separate account to be used exclusively for the lawful benefit of properties located within Roadway Subdivision as such funds represent tax revenues that were generated solely from SID No. 4 tax levies over the course of the preceding years and from no other source. The SID No. 4 funds will be used solely for the benefit of properties located within Roadway Subdivision as illustrated, but not limited to, uses set forth on

Exhibit "A" attached hereto or other public purpose as approved by the majority in square footage of owners of property located in Roadway Subdivision or by an association formed by the Roadway Subdivision property owners for the purpose of directing the lawful usage of such funds.

4. Upon completion of all steps of annexation, the properties and owners of properties in Roadway Subdivision, shall be entitled to the same public services, amenities, police, fire and other forms of protection, rights and privileges as other properties located within the jurisdictional limits of the City.

5. This Agreement shall be binding upon the heirs, successors, and assigns of the parties.

6. This Agreement may be executed in counterparts (including by facsimile or pdf) each of which shall constitute an original, but all of which shall constitute one and the same instrument.

7. Notices: Any notice or other communication required or permitted hereunder shall be made by hand delivery, certified mail or courier service. Notices shall be addressed as set forth below or such other contact information as may be furnished in writing by either party. Any notice sent by courier service or certified mail shall be deemed given on the date received.

City Clerk - City of Fremont
400 East Military Avenue
Fremont, Nebraska 68025

Brenda Doernemann, Clerk - SID No. 4
c/o 81 West 5th Street
Fremont, Nebraska 68025

Dated this ___ day of June, 2016.

CITY OF FREMONT, NEBRASKA

SANITARY AND IMPROVEMENT DISTRICT
NO. 4 OF DODGE COUNTY, NEBRASKA

By: _____
Mayor

By: _____
Brenda Doernemann, Clerk

ATTEST:

City Clerk

APPROVED AS TO FORM

City Attorney

**NON-EXCLUSIVE USE OF ESCROWED SID FUNDS
FOR THE BENEFIT OF ROADWAY SUBDIVISION
AS PLATTED AND RECORDED IN DODGE COUNTY, NEBRASKA**

- a. To pay connection fees and extend water service to stop boxes on each platted Roadway Subdivision property that is annexed by the City.
- b. Repair and improvement of streets in Roadway Subdivision.
- c. Installation of street lighting.
- d. Drainage maintenance, repair and improvements.
- e. Repair of former SID No. 4 improvements.
- f. Construction and maintenance of entrance signage.
- g. Entrance beautification and landscaping.

Staff Report

TO: Planning Commission
FROM: Troy Anderson, Director of Planning
DATE: June 17, 2016
SUBJECT: Voluntary Annexation Petition – Roadway Subdivision

Background: A Voluntary Annexation Petition has been received by Brenda K. Doernemann, Managing Member of Proctor, LLC, Ronald G. Vlach, President of Victory Lake Marine, Inc., Leslie B. Shallberg, President of fremont Electric Inc., Allen Dayton, President of the Lionel Company, LLC, Thomas, L. Coday, General Partner of R E Partnership, a Nebraska General Partnership, Daniel E. and Trudy K. Simanek, William F. Dugan and Jane L. Dugan, Scott Taylor and Cherie Taylor, Michael Cone, President of Michael Cone Enterprises, LLC, and Sanitary and Improvement District No. 4 of Dodge County, Nebraska, (“SID No. 4”) a political subdivision of the State, requesting annexation of approximately 57.3 acres into the corporate limits.

According to Nebraska Revised Statutes § 19-929, “The municipal governing body shall not take final action on matters relating to the comprehensive development plan, capital improvements, building codes, subdivision development, the annexation of territory, or zoning until it has received the recommendation of the planning commission if such commission in fact has been created and is existent.”

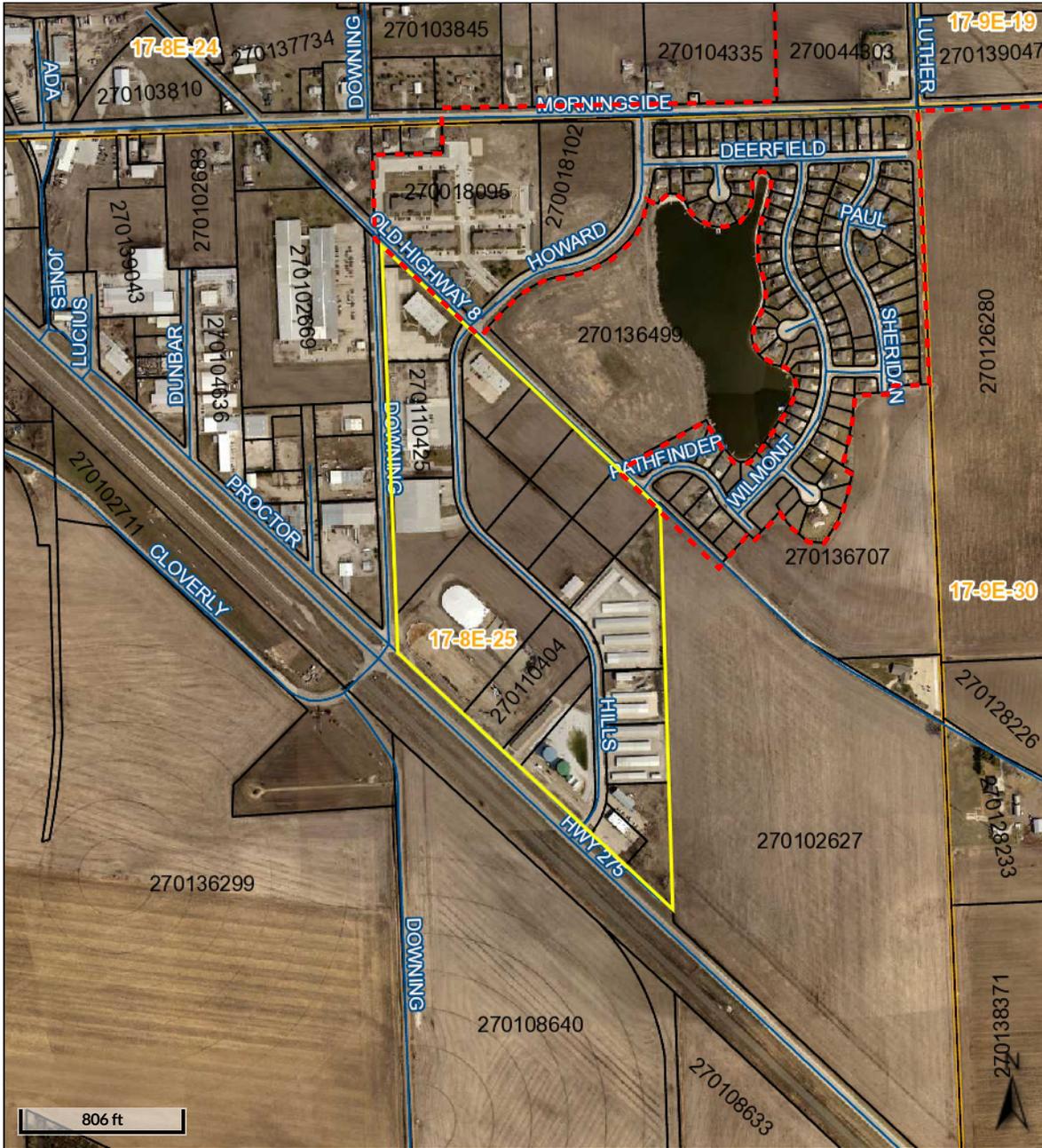
The subject property is not identified in the Comprehensive Plan as a preferred or secondary area of future annexation and growth. However, as it pertains to unidentified annexation, according to the City’s Comprehensive Plan:

The areas not identified for annexation are those that, at this time, are expected to occur beyond the horizon of this plan and which warrant evaluation upon the five-year update of this plan. Given the uncertainties of development though, these areas may be subject to annexation and development in which case the following principles may be used to guide the decision:

- The decision to extend infrastructure and provide municipal services will include, among others, the location of the proposed development relative to existing development and the proximity to existing utilities and adequate road infrastructure. *[as part of the Conditional Annexation Agreement, the City will construct and install*

water main service and fire hydrants for the benefit of all properties located in the Roadway Subdivision; the subject property is currently served by Old Highway 8 to the north and Proctor Rd. to the south]

- *The existing infrastructure systems have adequate capacities to accept and sustain the demands of the proposed development without an inordinate requirement for capital investment on behalf of the City. [the subject properties consist of either vacant/undeveloped tracts of land or fully developed tracts of land and are generally considered as being served by existing infrastructure; no new development is being proposed as part of these annexation proceedings]*
- *The subject development will not disrupt an orderly and fiscally responsible progression of growth and development. [the subject property is continuous or adjacent to corporate limits to the north and constitutes orderly and fiscally responsible progression of growth and development to the south and east]*



Overview



Legend

- Highways
 - <all other values>
 - I
 - LS
 - N
 - R
 - US
- Parcels
- Sections
- Airport
- Streets

Date created: 5/31/2016

ANNEXATION PETITION AND CONSENT

RECEIVED
MAY 19 2016
BY: *[Signature]*

TO: The City of Fremont, Nebraska ("City"):

COMES NOW, Brenda K. Doernemann, Managing Member of Proctor, LLC, a Nebraska Limited Liability Company, owner of the following described real estate ("Owner"), to wit:

Lot 1 and part of Lot 2, Roadway Subdivision, more particularly described as follows: Beginning at the southeast corner of Lot 2, Roadway Subdivision; said corner being 210.0 feet northwest of the intersection of Hills Road and Proctor Street; and assuming the north right-of-way of Proctor Street to bear N44°39'50"W; thence N44°39'50"W 190.0 feet; thence N45°20'10"E 503.38 feet; thence S00°06'34"E 266.64 feet; thence S45°20'10"W 316.30 feet; to the point of beginning, being part of Lot 2, Roadway Subdivision, Dodge County, Nebraska. (the "Property")

and respectfully petitions and consents for the Property to be annexed into the City, and in support thereof, shows as follows:

1. That the Property is within the extraterritorial jurisdiction of the City, and in combination with other similar petitions, is adjacent to the present corporate limits of the City; and
2. That in order to promote the orderly development of the Property, the Property should be annexed into the City, and by the execution hereof, the undersigned requests, consents and/or petitions the City Council to annex the Property into the corporate limits of the City.
3. That, notwithstanding the foregoing, this Annexation Petition and Consent is conditioned upon the following which must occur or this Annexation Petition and Consent shall be deemed to be withdrawn prior to annexation:
 - a. The City shall agree in writing to construct and install water main service and fire hydrants for the benefit of all properties located in Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") within 12 months of the annexation at no cost, levy or assessment to such properties or the property owners; and,
 - b. The execution of a written agreement between Sanitary and Improvement District No. 4 of Dodge County (SID No. 4) and the City for annexation of SID No. 4 to include specific provisions for the utilization of all remaining SID No. 4 funds for the lawful benefit of properties located within Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") as illustrated, but not limited to, uses set forth on Exhibit "A" or other public purpose as approved by the majority in square footage of property owners located in Roadway Subdivision or by an association formed by the Roadway Subdivision property owners for the purpose of directing the lawful usage of such funds; and,

WHEREFORE, Petitioner requests these bodies to take the appropriate steps to annex this Property.

Brenda Doernemann
(Signature)

5-4-16
(Date)

**NON-EXCLUSIVE USE OF ESCROWED SID FUNDS
FOR THE BENEFIT OF ROADWAY SUBDIVISION
AS PLATTED AND RECORDED IN DODGE COUNTY, NEBRASKA**

- a. To pay connection fees and extend water service to stop boxes on each platted Roadway Subdivision property that is annexed by the City.
- b. Prepare and improvement of streets in Roadway Subdivision.
- c. Installation of street lighting.
- d. Drainage maintenance, repair and improvements.
- e. Repair of former SID No. 4 improvements.
- f. Construction and maintenance of entrance signage.
- g. Entrance beautification and landscaping.

ANNEXATION PETITION AND CONSENT

RECEIVED
MAY 19 2016
BY: *Tyler Hill*

TO: The City of Fremont, Nebraska ("City"):

COMES NOW, Ronald G. Vlach, President of Victory Lake Marine, Inc., owner of the following described real estate ("Owner"), to wit:

Part of Lot 2, Roadway Subdivision, Dodge County, Nebraska, described as follows: Beginning at the southwest corner of said Lot 2, said corner being 480.01 feet northwest of the intersection of Hills Road and Proctor Street, and assuming the North right-of-way of Proctor Street to bear N44°39'50"W; thence N45°20'10"E 575.32 feet to the right-of-way of Hills Road; thence southeasterly along a 314.85' radius curve to the right 58.86 feet; thence S00°06'34"E 49.07 feet; thence S45°20'10"W 503.38 feet; thence N44°39'50"W 80.0 feet to the point of beginning, Dodge County, Nebraska.

and

Lots 3, 4, 5, 11 and 12, Roadway Subdivision, Dodge County, Nebraska, as otherwise more particularly described of record in the Dodge County Register of Deeds (the "Property")

and respectfully petitions and consents for the Property to be annexed into the City, and in support thereof, shows as follows:

1. That the Property is within the extraterritorial jurisdiction of the City, and in combination with other similar petitions, is adjacent to the present corporate limits of the City; and
2. That in order to promote the orderly development of the Property, the Property should be annexed into the City, and by the execution hereof, the undersigned requests, consents and/or petitions the City Council to annex the Property into the corporate limits of the City.
3. That, notwithstanding the foregoing, this Annexation Petition and Consent is conditioned upon the following which must occur or this Annexation Petition and Consent shall be deemed to be withdrawn prior to annexation:
 - a. The City shall agree in writing to construct and install water main service and fire hydrants for the benefit of all properties located in Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") within 12 months of the annexation at no cost, levy or assessment to such properties or the property owners; and,
 - b. The execution of a written agreement between Sanitary and Improvement District No. 4 of Dodge County (SID No. 4) and the City for annexation of SID No. 4 to include specific provisions for the utilization of all remaining SID No. 4 funds for the lawful benefit of properties located within Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") as illustrated, but not limited to, uses set forth on Exhibit "A" or other public purpose as approved by the majority in square footage of property owners located in Roadway Subdivision or by an association formed by the Roadway Subdivision property owners for the purpose of directing the lawful usage of such funds; and,

WHEREFORE, Petitioner requests these bodies to take the appropriate steps to annex this Property.

Ronald G. Vlach

(Signature)

5-4-16

(Date)

**NON-EXCLUSIVE USE OF ESCROWED SID FUNDS
FOR THE BENEFIT OF ROADWAY SUBDIVISION
AS PLATTED AND RECORDED IN DODGE COUNTY, NEBRASKA**

- a. To pay connection fees and extend water service to stop boxes on each platted Roadway Subdivision property that is annexed by the City.
- b. Prepare and improvement of streets in Roadway Subdivision.
- c. Installation of street lighting.
- d. Drainage maintenance, repair and improvements.
- e. Repair of former SID No. 4 improvements.
- f. Construction and maintenance of entrance signage.
- g. Entrance beautification and landscaping.

ANNEXATION PETITION AND CONSENT

RECEIVED
MAY 19 2016
BY: *[Signature]*

TO: The City of Fremont, Nebraska ("City");

COMES NOW, Leslie B. Shallberg, President of Fremont Electric Inc., owner of the following described real estate ("Owner"), to wit:

Lot 6, Roadway Subdivision, Dodge County, Nebraska, as otherwise more particularly filed of record in the Dodge County Register of Deeds, (the "Property")

and respectfully petitions and consents for the Property to be annexed into the City, and in support thereof, shows as follows:

1. That the Property is within the extraterritorial jurisdiction of the City, and in combination with other similar petitions, is adjacent to the present corporate limits of the City; and
2. That in order to promote the orderly development of the Property, the Property should be annexed into the City, and by the execution hereof, the undersigned requests, consents and/or petitions the City Council to annex the Property into the corporate limits of the City.
3. That, notwithstanding the foregoing, this Annexation Petition and Consent is conditioned upon the following which must occur or this Annexation Petition and Consent shall be deemed to be withdrawn prior to annexation:
 - a. The City shall agree in writing to construct and install water main service and fire hydrants for the benefit of all properties located in Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") within 12 months of the annexation at no cost, levy or assessment to such properties or the property owners; and,
 - b. The execution of a written agreement between Sanitary and Improvement District No. 4 of Dodge County (SID No. 4) and the City for annexation of SID No. 4 to include specific provisions for the utilization of all remaining SID No. 4 funds for the lawful benefit of properties located within Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") as illustrated, but not limited to, uses set forth on Exhibit "A" or other public purpose as approved by the majority in square footage of property owners located in Roadway Subdivision or by an association formed by the Roadway Subdivision property owners for the purpose of directing the lawful usage of such funds; and,

WHEREFORE, Petitioner requests these bodies to take the appropriate steps to annex this Property.

[Signature]
(Signature)

5-4-16
(Date)

**NON-EXCLUSIVE USE OF ESCROWED SID FUNDS
FOR THE BENEFIT OF ROADWAY SUBDIVISION
AS PLATTED AND RECORDED IN DODGE COUNTY, NEBRASKA**

- a. To pay connection fees and extend water service to stop boxes on each platted Roadway Subdivision property that is annexed by the City.
- b. Prepare and improvement of streets in Roadway Subdivision.
- c. Installation of street lighting.
- d. Drainage maintenance, repair and improvements.
- e. Repair of former SID No. 4 improvements.
- f. Construction and maintenance of entrance signage.
- g. Entrance beautification and landscaping.

RECEIVED
MAY 19 2016
BY: *T. L. Fitch*

ANNEXATION PETITION AND CONSENT

TO: The City of Fremont, Nebraska ("City"):

COMES NOW, Allen Dayton, as President of The Lionel Company, LLC, a Nebraska Limited Liability Company, owner of the following described real estate ("Owner"), to wit:

Lot 7, Roadway Subdivision as platted and recorded in Dodge County, Nebraska
(the "Property")

and respectfully petitions and consents for the Property to be annexed into the City, and in support thereof, shows as follows:

1. That the Property is within the extraterritorial jurisdiction of the City, and in combination with other similar petitions, is adjacent to the present corporate limits of the City; and
2. That in order to promote the orderly development of the Property, the Property should be annexed into the City, and by the execution hereof, the undersigned requests, consents and/or petitions the City Council to annex the Property into the corporate limits of the City.
3. That, notwithstanding the foregoing, this Annexation Petition and Consent is conditioned upon the following which must occur or this Annexation Petition and Consent shall be deemed to be withdrawn prior to annexation:
 - a. The City shall agree in writing to construct and install water main service and fire hydrants for the benefit of all properties located in Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") within 12 months of the annexation at no cost, levy or assessment to such properties or the property owners; and,
 - b. The execution of a written agreement between Sanitary and Improvement District No. 4 of Dodge County (SID No. 4) and the City for annexation of SID No. 4 to include specific provisions for the utilization of all remaining SID No. 4 funds for the lawful benefit of properties located within Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") as illustrated, but not limited to, uses set forth on Exhibit "A" or other public purpose as approved by the majority in square footage of property owners located in Roadway Subdivision or by an association formed by the Roadway Subdivision property owners for the purpose of directing the lawful usage of such funds; and,

WHEREFORE, Petitioner requests these bodies to take the appropriate steps to annex this Property.

Allen Dayton
(Signature)

May 5, 2016
(Date)

**NON-EXCLUSIVE USE OF ESCROWED SID FUNDS
FOR THE BENEFIT OF ROADWAY SUBDIVISION
AS PLATTED AND RECORDED IN DODGE COUNTY, NEBRASKA**

- a. To pay connection fees and extend water service to stop boxes on each platted Roadway Subdivision property that is annexed by the City.
- b. Prepare and improvement of streets in Roadway Subdivision.
- c. Installation of street lighting.
- d. Drainage maintenance, repair and improvements.
- e. Repair of former SID No. 4 improvements.
- f. Construction and maintenance of entrance signage.
- g. Entrance beautification and landscaping.

ANNEXATION PETITION AND CONSENT

RECEIVED
MAY 19 2016
BY: *Tyler H*

TO: The City of Fremont, Nebraska ("City"):

COMES NOW, Thomas L. Coday, General Partner of R E Partnership, a Nebraska General Partnership, owner of the following described real estate ("Owner"), to wit:

Lots 9 and 10, Roadway Subdivision, as platted and recorded in Dodge County, Nebraska (the "Property")

and respectfully petitions and consents for the Property to be annexed into the City, and in support thereof, shows as follows:

1. That the Property is within the extraterritorial jurisdiction of the City, and in combination with other similar petitions, is adjacent to the present corporate limits of the City; and
2. That in order to promote the orderly development of the Property, the Property should be annexed into the City, and by the execution hereof, the undersigned requests, consents and/or petitions the City Council to annex the Property into the corporate limits of the City.
3. That, notwithstanding the foregoing, this Annexation Petition and Consent is conditioned upon the following which must occur or this Annexation Petition and Consent shall be deemed to be withdrawn prior to annexation:
 - a. The City shall agree in writing to construct and install water main service and fire hydrants for the benefit of all properties located in Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") within 12 months of the annexation at no cost, levy or assessment to such properties or the property owners; and,
 - b. The execution of a written agreement between Sanitary and Improvement District No. 4 of Dodge County (SID No. 4) and the City for annexation of SID No. 4 to include specific provisions for the utilization of all remaining SID No. 4 funds for the lawful benefit of properties located within Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") as illustrated, but not limited to, uses set forth on Exhibit "A" or other public purpose as approved by the majority in square footage of property owners located in Roadway Subdivision or by an association formed by the Roadway Subdivision property owners for the purpose of directing the lawful usage of such funds; and,

WHEREFORE, Petitioner requests these bodies to take the appropriate steps to annex this Property.

Thomas L. Coday

(Signature)

5-4-2016

(Date)

**NON-EXCLUSIVE USE OF ESCROWED SID FUNDS
FOR THE BENEFIT OF ROADWAY SUBDIVISION
AS PLATTED AND RECORDED IN DODGE COUNTY, NEBRASKA**

- a. To pay connection fees and extend water service to stop boxes on each platted Roadway Subdivision property that is annexed by the City.
- b. Prepare and improvement of streets in Roadway Subdivision.
- c. Installation of street lighting.
- d. Drainage maintenance, repair and improvements.
- e. Repair of former SID No. 4 improvements.
- f. Construction and maintenance of entrance signage.
- g. Entrance beautification and landscaping.

ANNEXATION PETITION AND CONSENT

RECEIVED
MAY 19 2016
BY: *Tyler*

TO: The City of Fremont, Nebraska ("City"):

COMES NOW, Daniel E. and Trudy K. Simanek, owners of the following described real estate ("Owner"), to wit:

Lots 13, 14, 16, 17, 18, Roadway Subdivision is platted and recorded in Dodge County, Nebraska (the "Property")

and respectfully petitions and consents for the Property to be annexed into the City, and in support thereof, shows as follows:

1. That the Property is within the extraterritorial jurisdiction of the City, and in combination with other similar petitions, is adjacent to the present corporate limits of the City; and
2. That in order to promote the orderly development of the Property, the Property should be annexed into the City, and by the execution hereof, the undersigned requests, consents and/or petitions the City Council to annex the Property into the corporate limits of the City.
3. That, notwithstanding the foregoing, this Annexation Petition and Consent is conditioned upon the following which must occur or this Annexation Petition and Consent shall be deemed to be withdrawn prior to annexation:
 - a. The City shall agree in writing to construct and install water main service and fire hydrants for the benefit of all properties located in Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") within 12 months of the annexation at no cost, levy or assessment to such properties or the property owners; and,
 - b. The execution of a written agreement between Sanitary and Improvement District No. 4 of Dodge County (SID No. 4) and the City for annexation of SID No. 4 to include specific provisions for the utilization of all remaining SID No. 4 funds for the lawful benefit of properties located within Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") as illustrated, but not limited to, uses set forth on Exhibit "A" or other public purpose as approved by the majority in square footage of property owners located in Roadway Subdivision or by an association formed by the Roadway Subdivision property owners for the purpose of directing the lawful usage of such funds; and,

WHEREFORE, Petitioner requests these bodies to take the appropriate steps to annex this Property.

Daniel E. Simanek
(Signature)

5-6-16
(Date)

Trudy K. Simanek
(Signature)

5-6-16
(Date)

**NON-EXCLUSIVE USE OF ESCROWED SID FUNDS
FOR THE BENEFIT OF ROADWAY SUBDIVISION
AS PLATTED AND RECORDED IN DODGE COUNTY, NEBRASKA**

- a. To pay connection fees and extend water service to stop boxes on each platted Roadway Subdivision property that is annexed by the City.
- b. Prepare and improvement of streets in Roadway Subdivision.
- c. Installation of street lighting.
- d. Drainage maintenance, repair and improvements.
- e. Repair of former SID No. 4 improvements.
- f. Construction and maintenance of entrance signage.
- g. Entrance beautification and landscaping.

RECEIVED
MAY 19 2016
BY: *Tyler Allen*

ANNEXATION PETITION AND CONSENT

TO: The City of Fremont, Nebraska ("City"):

COMES NOW, William F. Dugan and Jane L. Dugan, husband and wife, owner of the following described real estate ("Owner"), to wit:

Lot 15, Roadway Subdivision, as platted and recorded in Dodge County, Nebraska (the "Property")

and respectfully petitions and consents for the Property to be annexed into the City, and in support thereof, shows as follows:

1. That the Property is within the extraterritorial jurisdiction of the City, and in combination with other similar petitions, is adjacent to the present corporate limits of the City; and
2. That in order to promote the orderly development of the Property, the Property should be annexed into the City, and by the execution hereof, the undersigned requests, consents and/or petitions the City Council to annex the Property into the corporate limits of the City.
3. That, notwithstanding the foregoing, this Annexation Petition and Consent is conditioned upon the following which must occur or this Annexation Petition and Consent shall be deemed to be withdrawn prior to annexation:
 - a. The City shall agree in writing to construct and install water main service and fire hydrants for the benefit of all properties located in Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") within 12 months of the annexation at no cost, levy or assessment to such properties or the property owners; and,
 - b. The execution of a written agreement between Sanitary and Improvement District No. 4 of Dodge County (SID No. 4) and the City for annexation of SID No. 4 to include specific provisions for the utilization of all remaining SID No. 4 funds for the lawful benefit of properties located within Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") as illustrated, but not limited to, uses set forth on Exhibit "A" or other public purpose as approved by the majority in square footage of property owners located in Roadway Subdivision or by an association formed by the Roadway Subdivision property owners for the purpose of directing the lawful usage of such funds; and,

WHEREFORE, Petitioner requests these bodies to take the appropriate steps to annex this Property.

William F. Dugan

(Signature)

5/4/16

(Date)

Jane L. Dugan

(Signature)

5/4/16

(Date)

**NON-EXCLUSIVE USE OF ESCROWED SID FUNDS
FOR THE BENEFIT OF ROADWAY SUBDIVISION
AS PLATTED AND RECORDED IN DODGE COUNTY, NEBRASKA**

- a. To pay connection fees and extend water service to stop boxes on each platted Roadway Subdivision property that is annexed by the City.
- b. Prepare and improvement of streets in Roadway Subdivision.
- c. Installation of street lighting.
- d. Drainage maintenance, repair and improvements.
- e. Repair of former SID No. 4 improvements.
- f. Construction and maintenance of entrance signage.
- g. Entrance beautification and landscaping.

ANNEXATION PETITION AND CONSENT

RECEIVED
MAY 19 2018
BY: *Tyler Felt*

TO: The City of Fremont, Nebraska ("City"):

COMES NOW, Scott Taylor and Cherie Taylor, husband and wife, owners of the following described real estate ("Owner"), to wit:

Part of Lot 19, Roadway Subdivision in Section 25, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, further described as follows: Beginning at the Northeast corner of the said Lot 19; thence along the North line of said Lot 19 to the Northwest corner of said Lot 19; thence along the West line of said Lot 19 on a 260.06 foot radius curve to the right to a point on a line lying 151.54 feet Northeast of and parallel to the Northeast margin of Proctor Street; thence S 44°39'50" E, 183.48 feet; along said line lying 151.54 feet Northeast of and parallel to the Northeast margin of Proctor Street; thence Northeasterly to the point of beginning.

AND

Lot 19, Roadway Subdivision, in Section 25, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, EXCEPT beginning at a point on the West line of said Lot 19 which is also a point on a line lying 151.54 feet Northeast of and parallel to the Northeast margin of Proctor Street; thence S 44°39'50" E, 276.10 feet along said line lying 151.54 feet Northeast of and parallel to the Northeast margin of Proctor Street; thence S 45°20'10" W, 151.54 feet to a point on the Northeast margin of Proctor Street; thence N 44°39'50" W along the Northeast margin of Proctor Street to the point of tangency of the 20 foot radius curve at the intersection of Proctor Street and Hills Road; thence along a 20 foot radius curve to the right to the point of reverse curvature; thence Northerly along the East margin of Hills Road on a 268.86 foot radius curve to the left to the point of beginning and EXCEPT beginning at the Northeast corner of said Lot 19; thence along the North line of said Lot 19 to the Northwest corner of said Lot 19; thence along the West line of said Lot 19 on a 260.06 foot radius curve to the right to a point on a line lying 151.54 feet Northeast of and parallel to the Northeast margin of Proctor Street; thence S 44°39'50" E, 183.48 feet; along said line lying 151.54 feet Northeast of and parallel to the Northeast margin of Proctor Street; thence Northeasterly to the point of beginning.

(the "Property")

and respectfully petitions and consents for the Property to be annexed into the City, and in support thereof, shows as follows:

1. That the Property is within the extraterritorial jurisdiction of the City, and in combination with other similar petitions, is adjacent to the present corporate limits of the City; and
2. That in order to promote the orderly development of the Property, the Property should be annexed into the City, and by the execution hereof, the undersigned requests, consents and/or petitions the City Council to annex the Property into the corporate limits of the City.
3. That, notwithstanding the foregoing, this Annexation Petition and Consent is conditioned upon the following which must occur or this Annexation Petition and Consent shall be deemed to be withdrawn prior to annexation:
 - a. The City shall agree in writing to construct and install water main service and fire hydrants for the benefit of all properties located in Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") within 12 months of the annexation at no cost, levy or assessment to such properties or the property owners; and,
 - b. The execution of a written agreement between Sanitary and Improvement District No. 4 of Dodge County (SID No. 4) and the City for annexation of

SID No. 4 to include specific provisions for the utilization of all remaining SID No. 4 funds for the lawful benefit of properties located within Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") as illustrated, but not limited to, uses set forth on Exhibit "A" or other public purpose as approved by the majority in square footage of property owners located in Roadway Subdivision or by an association formed by the Roadway Subdivision property owners for the purpose of directing the lawful usage of such funds; and,

WHEREFORE, Petitioner requests these bodies to take the appropriate steps to annex this Property.



(Signature)


(Signature)

5-4-16

(Date)
5-4-16

(Date)

**NON-EXCLUSIVE USE OF ESCROWED SID FUNDS
FOR THE BENEFIT OF ROADWAY SUBDIVISION
AS PLATTED AND RECORDED IN DODGE COUNTY, NEBRASKA**

- a. To pay connection fees and extend water service to stop boxes on each platted Roadway Subdivision property that is annexed by the City.
- b. Prepare and improvement of streets in Roadway Subdivision.
- c. Installation of street lighting.
- d. Drainage maintenance, repair and improvements.
- e. Repair of former SID No. 4 improvements.
- f. Construction and maintenance of entrance signage.
- g. Entrance beautification and landscaping.

RECEIVED
MAY 19 2016

BY: *Tyler Allen*

ANNEXATION PETITION AND CONSENT

TO: The City of Fremont, Nebraska ("City");

COMES NOW, Michael Cone, as President of Michael Cone Enterprises, LLC, a Nebraska Limited Liability Company, owner of the following described real estate ("Owner"), to wit:

Part of Lot 19, Roadway Subdivision in Section 25, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, further described as follows: Beginning at a point on the west line of said Lot 19 which is also a point on a line lying 151.54 feet northeast of and parallel to the northeast margin of Proctor Street; thence S 44°39'50" E, 276.10 feet along said line lying 151.54 feet northeast of and parallel to the northeast margin of Proctor Street; thence S 45°20'10" W, 151.54 feet to a point on the northeast margin of Proctor Street; thence N 44°39'50" W along the northeast margin of Proctor Street to the point of tangency of the 20 foot radius curve at the intersection of Proctor Street and Hills Road; thence along a 20 foot radius curve to the right to the point of reverse curvature; thence northerly along the east margin of Hills Road on a 268.86 foot radius curve to the left to the point of beginning (the "Property")

and respectfully petitions and consents for the Property to be annexed into the City, and in support thereof, shows as follows:

1. That the Property is within the extraterritorial jurisdiction of the City, and in combination with other similar petitions, is adjacent to the present corporate limits of the City; and
2. That in order to promote the orderly development of the Property, the Property should be annexed into the City, and by the execution hereof, the undersigned requests, consents and/or petitions the City Council to annex the Property into the corporate limits of the City.
3. That, notwithstanding the foregoing, this Annexation Petition and Consent is conditioned upon the following which must occur or this Annexation Petition and Consent shall be deemed to be withdrawn prior to annexation:
 - a. The City shall agree in writing to construct and install water main service and fire hydrants for the benefit of all properties located in Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") within 12 months of the annexation at no cost, levy or assessment to such properties or the property owners; and,
 - b. The execution of a written agreement between Sanitary and Improvement District No. 4 of Dodge County (SID No. 4) and the City for annexation of SID No. 4 to include specific provisions for the utilization of all remaining SID No. 4 funds for the lawful benefit of properties located within Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") as illustrated, but not limited to, uses set forth on Exhibit "A" or other public purpose as approved by the majority in square footage of property owners located in Roadway Subdivision or by an association formed by the Roadway Subdivision property owners for the purpose of directing the lawful usage of such funds; and,

WHEREFORE, Petitioner requests these bodies to take the appropriate steps to annex this Property.

Michael Cone

(Signature)

5-9-16

(Date)

**NON-EXCLUSIVE USE OF ESCROWED SID FUNDS
FOR THE BENEFIT OF ROADWAY SUBDIVISION
AS PLATTED AND RECORDED IN DODGE COUNTY, NEBRASKA**

- a. To pay connection fees and extend water service to stop boxes on each platted Roadway Subdivision property that is annexed by the City.
- b. Prepare and improvement of streets in Roadway Subdivision.
- c. Installation of street lighting.
- d. Drainage maintenance, repair and improvements.
- e. Repair of former SID No. 4 Improvements.
- f. Construction and maintenance of entrance signage.
- g. Entrance beautification and landscaping.

ANNEXATION PETITION AND CONSENT

RECEIVED
MAY 19 2016

BY: *Tyler Hill*

TO: The City of Fremont, Nebraska ("City"):

COMES NOW, Sanitary and Improvement District No. 4 of Dodge County, Nebraska, a political subdivision of the state ("SID No. 4"), and respectfully petitions and consents that all property located within its territorial limits be annexed into the City, and in support thereof, shows as follows:

1. SID No. 4 is within the extraterritorial jurisdiction of the City and is adjacent to the present corporate limits of the City; and
2. That in order to promote the orderly development of the property located within the territorial limits of SID No. 4, SID No. 4 should be annexed into the City, and by the execution hereof, the undersigned requests, consents and/or petitions the City Council to annex the property located within the territorial limits of SID No. 4 into the corporate limits of the City.
3. That, notwithstanding the foregoing, this Annexation Petition and Consent is conditioned upon the following which must occur or this Annexation Petition and Consent shall be deemed to be withdrawn prior to annexation:
 - a. The City shall agree in writing to construct and install water main service and fire hydrants for the benefit of all properties located in Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") within 12 months of the annexation at no cost, levy or assessment to such properties or the property owners; and,
 - b. The execution of a written agreement between SID No. 4 and the City of Fremont for annexation of SID No. 4 to include specific provisions for the utilization of all remaining SID No. 4 funds for the lawful benefit of properties located within Roadway Subdivision as platted and recorded in Dodge County, Nebraska ("Roadway Subdivision") as illustrated, but not limited to, uses set forth on Exhibit "A" or other public purpose as approved by the majority in square footage of property owners located in Roadway Subdivision or by an association formed by the Roadway Subdivision property owners for the purpose of directing the lawful usage of such funds; and,

WHEREFORE, Petitioner requests these bodies to take the appropriate steps to annex SID No. 4.

SANITARY AND IMPROVEMENT DISTRICT NO. 4
OF DODGE COUNTY, NEBRASKA

By *Brenda K. Doernemann, Clerk* 5-4-16
Brenda K. Doernemann, Clerk (Date)

By *Ronald G. Vlach* 5-4-16
Ronald G. Vlach, Chairman (Date)

**NON-EXCLUSIVE USE OF ESCROWED SID FUNDS
FOR THE BENEFIT OF ROADWAY SUBDIVISION
AS PLATTED AND RECORDED IN DODGE COUNTY, NEBRASKA**

- a. To pay connection fees and extend water service to stop boxes on each platted Roadway Subdivision property that is annexed by the City.
- b. Prepare and improvement of streets in Roadway Subdivision.
- c. Installation of street lighting.
- d. Drainage maintenance, repair and improvements.
- e. Repair of former SID No. 4 improvements.
- f. Construction and maintenance of entrance signage.
- g. Entrance beautification and landscaping.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, CONDITIONALLY ANNEXING BY VOLUNTARY PETITION APPROXIMATELY 57.3 ACRES, MORE FULLY DESCRIBED HEREIN, AND EXTENDING THE CORPORATE LIMITS TO INCLUDE SAID REAL ESTATE; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, voluntary petitions for conditional annexation were timely filed with the offices of the Department of Planning, City of Fremont (City); and

WHEREAS, the City has determined that the subject property is contiguous with the corporate limits, and is urban or suburban in character and not rural in character; and

WHEREAS, the City has determined that it is able to provide certain essential services, such as utilities, police and fire protection, for the subject property so that the inhabitants of said territory shall receive substantially the same services as other inhabitants of the City; and

WHEREAS, a public hearing on the proposed annexation was held by the Planning Commission on June 20, 2016, at which time the Commission unanimously recommended in favor of the proposed annexation; and

WHEREAS, the City has determined that it is in compliance with pertinent annexation requirements of *Neb. Rev. Stat.* §§ 16-117 and 31-781 through 31-786;

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

SECTION 1: CONDITIONAL ANNEXATION. That the following described real estate, contiguous and adjacent to the City of Fremont, Nebraska, urban or suburban in character and not rural in character, receiving material benefits and advantages from annexation to said City, to-wit:

ALL OF ROADWAY SUBDIVISION, DODGE COUNTY, NEBRASKA

shall without further action by the City of Fremont, Nebraska be included within the boundaries and territory of the City of Fremont, Nebraska and shall be included within the corporate limits of said City and become a part of said City for all purposes whatsoever, and the inhabitants of such addition shall be entitled to all the rights and privileges and be subject to all the laws, ordinances, rules and regulations of said City; upon the satisfaction of the following condition subsequent:

The closing of the sale of the Hills Farm, Inc. land identified as Dodge County Assessor Parcel Numbers 270103523, 270136299, 270108703, 270102816, 270108640, 270139045 and 270139044 (all lying within Sections 25 and 26 T17N R8E, Dodge County, Nebraska) to Costco Wholesale Corporation or a wholly owned affiliate thereof by no later than February 28, 2017, failing which the annexation of the property shall not become effective and shall be deemed to be null and void without further action by the City of Fremont, Nebraska, provided that this condition may be waived in writing by SID 4 of Dodge County, Nebraska and any owner of property in Roadway Subdivision as currently platted and recorded in Dodge County, Nebraska.

SECTION 2. REPEALER. All ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or

unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

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

PASSED AND APPROVED THIS THE _____ DAY OF _____, 2016.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

Staff Report

TO: Planning Commission
FROM: Troy Anderson, Director of Planning
DATE: June 17, 2016
SUBJECT: Conditional Annexation Agreement – Hills Farm

Background: As part of the petition of annexation of properties owned by Hills Farm, Inc., Hills Farm, Inc., has requested that certain conditions be satisfied prior to the City annexing such property. Those conditions are identified in a Conditional Annexation Agreement (Agreement), attached hereto and incorporated herein, which authorizes the City to enter into an agreement with Costco Wholesale Corporate (Costco), who has a conditional contract with Hills Farm, Inc. for the purchase of all real estate owned by the same, located in Section 25, Section 26, and Section 36 of Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, to annex said properties conditioned on the closing on the sale of the Hills Farm, Inc., properties, described therein, by February 28, 2017, unless otherwise waived by property owners within the Roadway Subdivision (should construction not commence on a poultry processing facility on the Hills Farm properties within one year of the effective date of the Agreement, the property owner may also petition the City to disconnect/de-annex).

Please understand that the review and consideration of the Agreement, attached hereto and incorporated herein, by the Commission and Council and any subsequent approval of the same, does not bind any party to said terms and conditions until “such time as the City Council of the City of Fremont adopts and approves an ordinance to annex the Property as contemplated by the Agreement, provided that, if said ordinance of annexation is not adopted and approved, the Agreement shall be a nullity.” (ref. Resolution, attached hereto and incorporated herein) **[emphasis added]** Review and approval of the Agreement simply provides an approval of the vehicle by which the conditions associated with the same may be agreed upon and carried out.

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

RESOLUTION NO. 2016-____
(Conditional Annexation Agreement for Hills Farm Property)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA
APPROVING THE CONDITIONAL ANNEXATION AGREEMENT FOR THE HILLS FARM
PROPERTY.**

WHEREAS, the City Council of the City of Fremont, Nebraska at a third reading currently scheduled to be held on July 7, 2016 on whether to approve and adopt an Ordinance to Annex by Voluntary Petition of Costco Wholesale Corporation as agent for Hills Farm, Inc. for its land located at 200 S Downing Street, Fremont, Nebraska (the "Property"), as more fully described therein subject to approval and entering into a conditional annexation agreement with the applicant;

WHEREAS, a copy of the conditional annexation agreement by and between the City of Fremont, Nebraska and Costco Wholesale Corporation, that will implement and govern certain aspects of the annexation (the "Agreement") is attached as Attachment "A" and incorporated herein by this reference;

WHEREAS, on June 21, 2016, a meeting of the City Council was held at the Christensen Field Multi-Purpose Building, 1710 W. 16th Street, in Fremont, Nebraska in order to determine whether the Agreement should be approved;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Fremont, Nebraska does hereby approve and adopt the Agreement;

BE IT FURTHER RESOLVED, that the Mayor of the City of Fremont is hereby authorized to execute and deliver the Agreement and to take all such other actions contemplated and required by the Agreement at such time as the City Council of the City of Fremont adopts and approves an ordinance to annex the Property as contemplated by the Agreement, provided that, if said ordinance of annexation is not adopted and approved, the Agreement shall be a nullity.

DATED THIS ____ day of _____, 2016.

CITY OF FREMONT, NEBRASKA

By: _____
Mayor

ATTEST: _____
City Clerk

ATTACHMENT "A"
CONDITIONAL ANNEXATION AGREEMENT
COSTCO SITE, FREMONT, DODGE COUNTY, NEBRASKA

This Conditional Annexation Agreement ("Agreement") is entered into effective as of June ____, 2016, is by and between the City of Fremont, Nebraska, a political subdivision of the State of Nebraska ("City") and Costco Wholesale Corporation (Costco") who has a conditional contract with Hills Farm, Inc. ("Owner") to purchase all of the non-City identified as Dodge County Assessor Parcel Numbers 270103523, 270136299, 270108703, 270102816, 270108640, 270139045, 270139044 and 270065338 all lying within Sections 25 and 26 T17N R8E, in Dodge County, Nebraska, and legally described on Exhibit "A" attached hereto (the "Property").

PREAMBLE

WHEREAS, The Property is comprised of properties most of which is zoned industrial, but some of which is zoned agricultural; and

WHEREAS, Costco is interested in promoting area economic development, reduction of blight and securing public services and amenities in order to enhance the economic viability of the area by redeveloping the Property under the Community Development Law of the State of Nebraska as an agricultural and industrial processing facility in accordance with the City's Comprehensive Development Plan, as amended, and in furtherance of which to have the Property be annexed to the City; and

WHEREAS, the City has similar interests in economic development as set forth in the preceding paragraph and has determined that it is in the best interests of the City to annex the Property according to the terms and conditions of this Agreement.

AGREEMENT

In consideration of the foregoing Preamble, which is incorporated into this Agreement by reference as if specifically set forth verbatim, together with the mutual terms and conditions set forth in this Agreement and other consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS AGREED:

1. **Annexation.** The City accepts the Petition for Annexation submitted by T.J. Design Strategies, Ltd. on behalf of Costco, as agent for Owner, and agrees to annex the Property.

2. **Special Conditions.** The foregoing annexation is conditioned upon and subject to the closing on the sale of the Property by Owner to Costco or a wholly owned affiliate thereof by no later than February 28, 2017, failing which the annexation of the property shall not become effective and shall be deemed to be null and void without further action by the City. Costco shall notify the City in writing that closing on the purchase of the Property has been completed within one week after the date of said closing. This condition may be waived in writing by Owner.

3. **Public Services.** Upon completion of all steps of annexation, the Property and owners of the Property, shall be entitled to the same public services, amenities, privileges, police, fire and other forms of protection as and service as other properties located within the jurisdictional limits of the City.

4. **Binding Effect.** This Agreement shall run with the Property and be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

5. **Amendments.** This Agreement may only be amended or modified in writing signed by the parties to this Agreement.

6. **Further Assurances.** Each party will use reasonable efforts to successfully carry out and complete each task, covenant, and obligation as stated herein. Each of the parties shall cooperate in good faith with the other and shall do any and all acts and execute, acknowledge, and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

7. **Governing Law.** All aspects of this Agreement shall be governed by the laws of the State of Nebraska. The invalidity of any portion of this Agreement shall not invalidate the remaining provisions,

8. **Interpretations.** Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

9. **Construction.** Whenever used herein, including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

10. **Relationship of Parties.** Neither the method of computation of funding or any other provisions contained in this Agreement or any acts of any party shall be deemed or construed by the City, Costco, or by any third person to create the relationship of partnership or of joint venture or of any association between the parties other than the contractual relationship stated in this Agreement.

11. **Assignment.** In the case of the assignment of this Agreement by any of the parties, prompt written notice shall be given to the other parties who shall at the time of such notice be furnished with a duplicate of such assignment by such assignor. Any such assignment shall not terminate the liability of the assignor to perform its obligations hereunder, unless a specific release in writing is given and signed by the other parties to this Agreement.

12. **Counterparts.** This Agreement may be executed in counterparts (including by facsimile or pdf) each of which shall constitute an original, but all of which shall constitute one and the same instrument.

13. **Notices:** Any notice or other communication required or permitted hereunder shall be made by hand delivery, facsimile or electronic transmission, courier service or airmail. Notices shall be addressed as set forth below or such other address as shall be furnished in writing by either party. Any notice or communication hand delivered or sent by facsimile or electronic transmission shall be deemed received when delivered or sent. Any notice sent by courier service or airmail shall be deemed given on the date received.

City Clerk - City of Fremont
400 East Military Avenue
Fremont, Nebraska 68025

Costco Wholesale Corporation
999 Lake Drive
Issaquah, WA 98027

Executed as of the date first written above.

CITY OF FREMONT, NEBRASKA

COSTCO WHOLESALE CORPORATION

By: _____
Mayor

By _____
Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Staff Report

TO: Planning Commission
FROM: Troy Anderson, Director of Planning
DATE: June 17, 2016
SUBJECT: Voluntary Annexation Petition – Hills Farm

Background: A Voluntary Annexation Petition has been received by Hills Farm, Inc., requesting annexation of approximately 417.1 acres (423.1 acres measured) into the corporate limits.

According to Nebraska Revised Statutes § 19-929, “The municipal governing body shall not take final action on matters relating to the comprehensive development plan, capital improvements, building codes, subdivision development, the annexation of territory, or zoning until it has received the recommendation of the planning commission if such commission in fact has been created and is existent.”

The subject property is not identified in the Comprehensive Plan as a preferred or secondary area of future annexation and growth. However, as it pertains to unidentified annexation, according to the City’s Comprehensive Plan:

The areas not identified for annexation are those that, at this time, are expected to occur beyond the horizon of this plan and which warrant evaluation upon the five-year update of this plan. Given the uncertainties of development though, these areas may be subject to annexation and development in which case the following principles may be used to guide the decision:

- The decision to extend infrastructure and provide municipal services will include, among others, the location of the proposed development relative to existing development and the proximity to existing utilities and adequate road infrastructure. [*development plans are being considered for the subject property including the extension of municipal services; the subject property is currently served by E Cloverly Rd., S Platte Ave., S Yager Rd., and S Downing St.*]
- The existing infrastructure systems have adequate capacities to accept and sustain the demands of the proposed development without an inordinate requirement for

capital investment on behalf of the City. [*the subject property is currently vacant/undeveloped and is generally considered as being served by existing infrastructure; development plans are being considered for the subject property and will require a traffic impact analysis to determine what improvements, if any, will need to be made*]

- The subject development will not disrupt an orderly and fiscally responsible progression of growth and development. [*pending completion of annexation of the Roadway Subdivision to the north, the subject property will be considered continuous or adjacent to corporate limits and constitutes orderly and fiscally responsible progression of growth and development to the south and east*]

RECEIVED
MAY 20 2016
BY: *Tyler R. Johnson*

Planning Department
400 E. Military Ave.
Fremont, NE 68025
Phone: (402) 727-2636
Fax: (402) 727-2659
Web: www.fremontne.gov

PETITION

TO, the City Council of the City of Fremont, Nebraska ("City")

COMES NOW, Hills Farm, Inc., owner, or duly authorized officer or agent of the owner, of the following described real estate ("Petitioner"), to wit:

(see metes and bounds description and exhibits attached hereto and incorporated herein for all purposes)

and respectfully requesting that the above described property be annexed into the City, and would respectfully show as follows:

1. That the above described property is within the extraterritorial jurisdiction of the City, and is adjacent to the present corporate limits of the City; and
2. That in order to protect the inhabitants of such property and to promote the orderly development of such property, such property should be annexed into the City, and by the execution hereof, the undersigned petitions the City Council to annex such property into the corporate limits of the City.

WHEREFORE, PREMISES CONSIDERED, Petitioner requests these bodies to take the appropriate steps to annex this property.

Theodore R. Johnson

(Signature)

5.20.16

(Date)

HILLS FARM, INC.
c/o Pathfinder Company
Farm Management & Real Estate Services
1416 E. 23rd Street
Fremont, NE 68025

May 17, 2016

City of Fremont
Planning & Development Department
400 E. Military Avenue
Fremont, NE 68025

**RE: Hills Farm, Inc. Authorization of Costco Wholesale as Annexation and
Change of Zone Applicant**

To Whom It May Concern:

This will confirm that Costco Wholesale Corporation ("Costco"), through its employees, architects, engineers, and consultants, is authorized by Hills Farm, Inc. to execute, submit, process, and act as Hills Farm's agent in connection with all applications to the City of Fremont pertaining to the annexation, change of zoning classification, or other change in the designation of the use of our approximately 417 acres of land in Dodge County described as follows (the "Hills Farm Property"):

All of the real estate owned by Hills Farm, Inc. located in Section 25, Section 26 and Section 36 of Township 17 North, Range 8 East of the 6th P.M. in Dodge County, Nebraska, except Lot 1R, Block 1, South Fremont, a Subdivision in Section 26, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska.

Provided, however, that in no event shall any governmental approval for annexation, change of zone, or other change in the designation of the use of the Hills Farm Property become effective unless and until Costco becomes the owner of the Hills Farm Property.

Sincerely,

HILLS FARM, INC.



Fred W. Culp
President



May 18, 2016

Mr. Troy Anderson
Director of Planning
City of Fremont
400 E Military Avenue
Fremont, NE 68025

RE: Costco Wholesale / Hills Farm

Dear Mr. Anderson:

This will confirm that Theodore R. Johnson of the firm TJ Design Strategies, Ltd. is authorized by Costco Wholesale Corporation to submit, process and act as our agent in connection with all applications to the City of Fremont as it relates to the Hills Farm annexation and rezoning.

Please do not hesitate to call me at (425) 313-6549 should you have any questions or require further information.

Sincerely,

Costco Wholesale Corporation



Bruce Colley
Corporate Counsel

cc: T. Johnson

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, CONDITIONALLY ANNEXING BY VOLUNTARY PETITION APPROXIMATELY 417.1 ACRES, MORE FULLY DESCRIBED HEREIN, AND EXTENDING THE CORPORATE LIMITS TO INCLUDE SAID REAL ESTATE; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a voluntary petition for conditional annexation was timely filed with the offices of the Department of Planning, City of Fremont (City); and

WHEREAS, the City has determined that the subject property is contiguous with the corporate limits, and is urban or suburban in character and not rural in character; and

WHEREAS, the City has determined that it is able to provide certain essential services, such as utilities, police and fire protection, for the subject property so that the inhabitants of said territory shall receive substantially the same services as other inhabitants of the City; and

WHEREAS, a public hearing on the proposed annexation was held by the Planning Commission on June 20, 2016, at which time the Commission unanimously recommended in favor of the proposed annexation; and

WHEREAS, the City has determined that it is in compliance with pertinent annexation requirements of Neb. Rev. Stat. § 16-117;

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

SECTION 1: CONDITIONAL ANNEXATION. That the following described real estate, contiguous and adjacent to the City of Fremont, Nebraska, urban or suburban in character and not rural in character, receiving material benefits and advantages from annexation to said City, to-wit:

A TRACT OF LAND TO BE ANNEXED INTO THE CITY OF FREMONT, LOCATED IN PART OF NORTHEAST AND NORTHWEST QUARTERS OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST, DODGE COUNTY, NEBRASKA, THENCE EASTERLY ON AN ASSUMED BEARING OF N87°43'50"E ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26, 1130.95 FEET TO A POINT ON THE APPROXIMATE WESTERLY RAILROAD RIGHT-OF-WAY LINE; THENCE S05°07'33"E ON SAID WESTERLY RAILROAD RIGHT-OF-WAY LINE, 1178.00 FEET TO A POINT INTERSECTING THE NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD; THENCE N59°05'58"W ON SAID NORTHERLY RIGHT-OF-WAY LINE; 697.41 FEET; THENCE CONTINUING N86°26'21"W, ON SAID NORTHERLY RIGHT-OF-WAY LINE, 1931.80 FEET; THENCE N02°10'38"W, 1162.85 FEET TO THE NORTHWEST CORNER OF LOT 6, EAST INGLEWOOD SUBDIVISION, A PLATTED AND RECORDED

SUBDIVISION IN DODGE COUNTY; THENCE N87°42'03"E ON THE NORTH LINE OF SAID LOT 6, 545.50 FEET TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE N02°06'54"W ON THE EAST LINE OF LOT 5, SAID EAST INGLEWOOD SUBDIVISION, 283.94 FEET TO A POINT ON THE EAST LINE OF LOT 4, SAID EAST INGLEWOOD SUBDIVISION; THENCE N88°10'00"E, 772.03 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S01°58'55"E ON SAID WEST LINE OF THE NORTHEAST QUARTER, 842.47 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 2,839,313.53 SQ. FT. OR 65.18 ACRES MORE OR LESS.

AND, A TRACT OF LAND TO BE ANNEXED INTO THE CITY OF FREMONT, LOCATED IN PART OF SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, AND PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 26, AND PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER AND PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, AND PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE NORTHEASTERLY ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER ON AN ASSUMED BEARING OF N87°52'30"E, 33.00 FEET TO THE POINT OF BEGINNING; THENCE S58°58'04"E, 191.84 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST CLOVERLY ROAD; THENCE N88°05'46"E ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF EAST CLOVERLY ROAD, 1425.78 FEET TO A POINT OF CURVATURE; THENCE ON A 1308.22 FOOT RADIUS CURVE TO THE RIGHT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF EAST CLOVERLY ROAD, AN ARC LENGTH OF 1030.78 FEET (LONG CHORD BEARS S69°21'38"E, 1004.32 FEET); THENCE S46°47'16"E ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF EAST CLOVERLY ROAD, 1238.40 FEET TO A POINT OF CURVATURE; THENCE ON A 260.00 FOOT RADIUS CURVE TO THE LEFT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF EAST CLOVERLY ROAD, AN ARC LENGTH OF 145.89 FEET (LONG CHORD BEARS S62°49'54"E, 143.98 FEET); THENCE S43°15'11"W, 507.62 FEET; THENCE S02°10'141"E, 149.93 FEET; THENCE S87°49'55"E, 729.97 FEET; THENCE N02°07'45"W, 189.94 FEET; THENCE N02°07'45"W, 256.01 FEET TO A POINT ON THE APPROXIMATE SOUTHWESTERLY RAILROAD RIGHT-OF-WAY LINE; THENCE S46°46'20"E ON SAID SOUTHWESTERLY RAILROAD RIGHT-OF-WAY LINE, 1911.83 FEET TO A POINT ON THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE S02°14'28"E ON SAID EAST LINE OF THE WEST HALF, 1107.05 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE S02°12'31"E ON THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, 1356.15 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE

OF HILLS FARM ROAD; THENCE N70°35'17"W ON SAID NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD, 1410.04 FEET; THENCE N02°14'36"W, 711.27 FEET; THENCE N71°00'17"W, 375.56 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 25; THENCE CONTINUING N71°00'17"W, 825.89 FEET; THENCE N70°58'58"W, 290.07 FEET; THENCE N62°51'54"W, 488.40 FEET; THENCE S01°12'50"E, 631.29 FEET TO A POINT ON SAID SOUTH LINE OF THE SOUTHWEST QUARTER; THENCE N58°57'36"W ON THE NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD, 984.75 FEET TO A POINT INTERSECTING THE NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD AND THE WEST RIGHT-OF-WAY LINE OF YAGER ROAD; THENCE N02°09'03"W ON SAID WEST RIGHT-OF-WAY LINE OF YAGER ROAD, 306.92 FEET TO THE NORTHEAST CORNER OF LOT 1R, REPLAT OF BLOCK 1 SOUTH FREMONT; THENCE S87°49'05"W ON THE NORTH LINE OF SAID LOT 1R, 226.99 FEET TO THE NORTHWEST CORNER OF SAID LOT 1R; THENCE S02°11'37"E ON THE WEST LINE OF SAID LOT 1R, 161.11 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD; THENCE N59°08'09"W ON SAID NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD, 1231.92 FEET TO A POINT INTERSECTING SAID NORTHERLY RIGHT-OF-WAY LINE OF HILLS FARM ROAD AND THE EAST RIGHT-OF-WAY LINE OF SOUTH PLATTE AVENUE; THENCE N02°07'30"W ON SAID EAST RIGHT-OF-WAY LINE OF SOUTH PLATTE AVENUE, 2604.69 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 15,119,539.82 SQ. FT. OR 347.10 ACRES MORE OR LESS.

shall without further action by the City of Fremont, Nebraska be included within the boundaries and territory of the City of Fremont, Nebraska and shall be included within the corporate limits of said City and become a part of said City for all purposes whatsoever, and the inhabitants of such addition shall be entitled to all the rights and privileges and be subject to all the laws, ordinances, rules and regulations of said City upon the satisfaction of the following conditions subsequent:

- (a) The closing of the sale of the property described above by Hills Farm, Inc. to Costco Wholesale Corporation or a wholly owned affiliate thereof by no later than February 28, 2017, failing which the annexation of the property shall not become effective and shall be deemed to be null and void without further action by the City of Fremont, provided that this condition may be waived in writing by Hills Farm, Inc.; and
- (b) The annexation and merger of SID 4 of Dodge County, Nebraska as approved by Ordinance No. 2016-_____ by the City Council of the City of Fremont, Nebraska on _____, 2016.

SECTION 2: REPEALER. All ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 3: SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate,

distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

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

APPROVED AND PASSED THIS THE ____ DAY OF _____, 2016.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

Staff Report

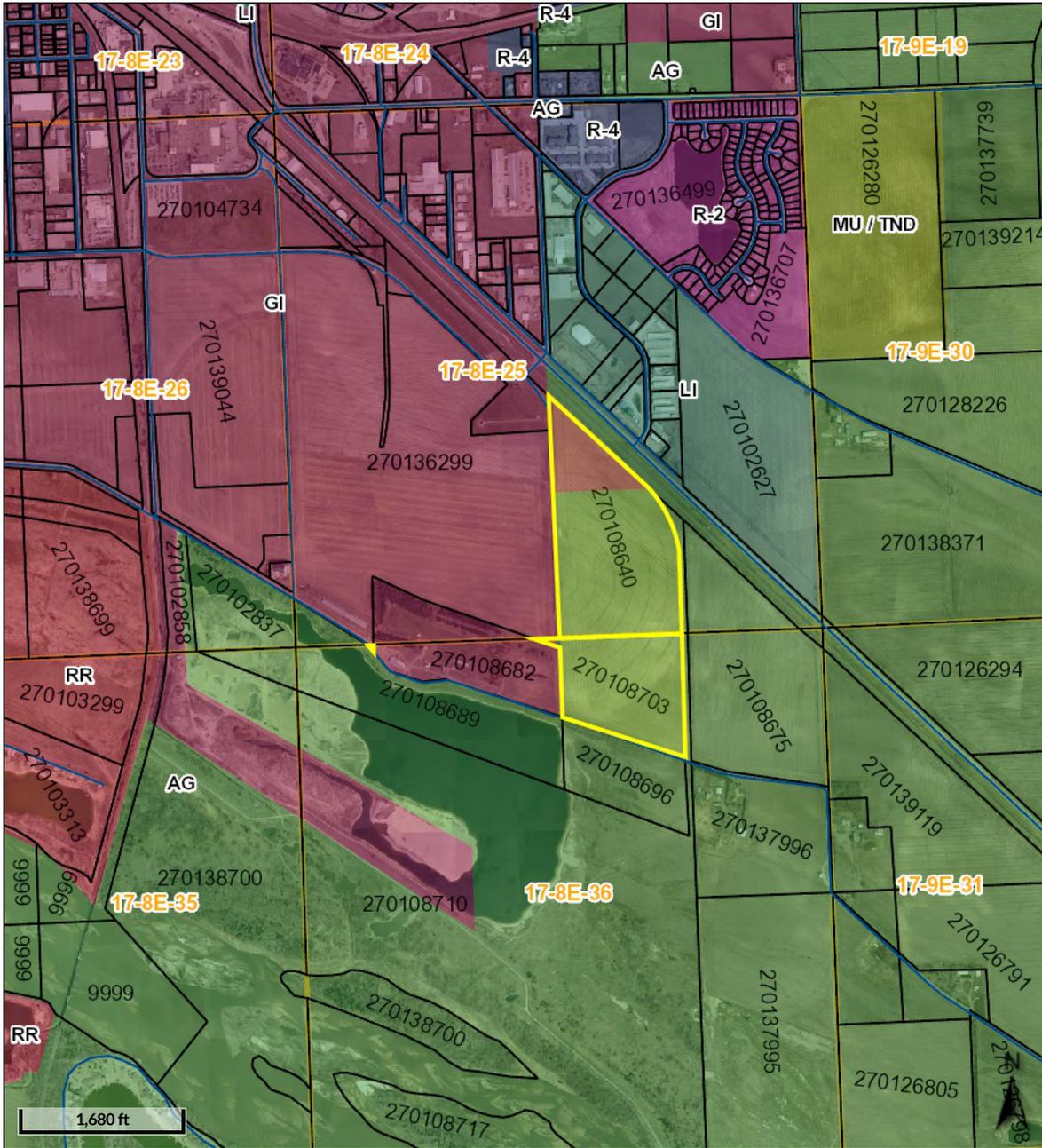
TO: Planning Commission
FROM: Troy Anderson, Director of Planning
DATE: June 17, 2016
SUBJECT: Zoning Change – 2200 S Downing St.

Background: The agent for the owner of approximately 83.3 acres located at 2200 S Downing St., TJ Design Strategies, on behalf of Costco Wholesale Corporation, is requesting approval of a zoning change from AG Agricultural to GI General Industrial. The reason for the request is to further development plans of the subject property.

The subject property is located along the east side of S Downing St. between Union Pacific railroad right-of-way to the north and Hills Farm Rd. to the south. Properties to the north, opposite the Union Pacific railroad right-of-way, Old Highway 275, and Proctor Rd., is zoned LI Limited Industrial and are listed as commercial uses by the Dodge County Assessor; property immediately east of the subject property is zoned AG Agricultural and is listed as agricultural, property to the south, opposite Hills Farm Rd. is zoned AG Agricultural, and is listed as agricultural; properties to the west are zoned AG Agricultural and GI General Industrial and are listed as residential and agricultural, respectively. The subject property is currently vacant/undeveloped and is listed as agricultural.

The Future Land Use Plan identifies the subject property as Industrial. General Industrial would therefore be consistent with the City's Comprehensive Plan for Future Land Use and Character.

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: 6/17/2016

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 2200 S DOWNING STREET, FREMONT, NEBRASKA, FROM AG AGRICULTURAL TO GI GENERAL 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 zoned AG Agricultural and adjoins property owned by the same party that is zoned GI General Industrial; and

WHEREAS, the owner desires zoning district designation of GI General Industrial upon satisfaction of the conditions set forth below; and

WHEREAS, a public hearing on the proposed Zoning Change was held by the Planning Commission on June 20, 2016, and subsequently by the City Council on June 21, 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. CONDITIONAL 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 AG Agricultural to GI General Industrial:

TAX LOTS 22, 23, AND 24, LOCATED IN SECTION 36, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA; AND

TAX LOT 44, LOCATED IN LOCATED IN SECTION 25, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA

upon the satisfaction of the following condition subsequent:

The closing on the sale of the property described above by Hills Farm, Inc. to Costco Wholesale Corporation or a wholly owned affiliate thereof by no later than February 28, 2017, failing which the rezoning of the property described herein shall not become effective and shall be deemed to be null and void without further action by the City of Fremont, provided that this condition may be waived in writing by Hills Farm, Inc.

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 full force fifteen days after its passage, approval, and publication as required by law.

PASSED AND APPROVED THIS THE _____ DAY OF _____, 2016.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

Staff Report

TO: Planning Commission
FROM: Troy Anderson, Director of Planning
DATE: June 17, 2016
SUBJECT: Zoning Change – 1510 S Main St.

Background: The owners of approximately 4.5 acres located at 1510 S Main St., Kevin R. Yount and Lori R. Yount, are requesting approval of a zoning change from RR Rural Residential to GC General Commercial. The reason for the request is to further development plans of the subject property.

The subject property is located on the southeast corner of S Broad St. and E Boulevard St., just south of the Village of Inglewood. Properties to the north, opposite E Boulevard St., are located in the Village of Inglewood and are listed as commercial uses by the Dodge County Assessor; properties immediately east and south of the subject property are zoned RR Rural Residential and are listed as agricultural and real property, respectively. Property to the west, opposite S Broad St. is zoned RL Residential Lake and is listed as residential. The subject property is currently occupied/developed as a “vehicular and non-vehicular scrap, salvage, recycling and wrecker service” and is listed as residential.

The Future Land Use Plan identifies the subject property as Commercial. GC General Commercial would therefore be consistent with the City’s Comprehensive Plan for Future Land Use and Character.

Fiscal Impact: N/A

Date created: 6/17/2016

 Developed by
The Schneider Corporation