



CITY OF FREMONT NEBRASKA

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

MEETING CALLED TO ORDER

ROLL CALL

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

1. Motion to adopt current agenda for March 10, 2020 Regular Meeting

BUSINESS FROM PREVIOUS MEETING:

2. Resolution 2020-053 of the City Council of the City of Fremont, Nebraska, approving the 2020 City of Fremont One Year-Six Year Street Improvement Plan
3. Resolution 2020-040 to accept Itemized Statement of Cost, Complete Cost, Tentative Schedule of Assessments and set date of Board of Equalization for Sanitary Sewer District No. 704-18
4. Council Member Yerger item - receipt, discussion, and consideration of, and/or potential action on, the Library Board's recommendation to the Mayor and Council for filling a vacant Library Board position with Susan Allen

PUBLIC HEARINGS:

5. Resolution 2020-054 to allow a Child Care facility on property located at 749 N William Street
6. Ordinance 5528 for a change of zone from R, Rural to PD, Planned Development for property commonly known as Bluestem Commons (first reading)
7. Ordinance 5529 to change zoning from R, Rural to SR, Suburban Residential on property generally located between Ridge Road and Country Club Estates (first reading)
8. Resolution 2020-055 to approve the Country Club Estates 6th Addition Final Plat
9. Resolution 2020-056 to approve application for a Class I liquor license for Crush Pizza and Alehouse LLC dba Crush Pizza and Alehouse 102 N. Main St.

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

10. Motion to approve February 26, 2020 through March 10, 2020 claims and authorize checks to be drawn on the proper accounts
- [11.](#) Move to receive Report of the Treasury
- [12.](#) Dispense with and approve February 25, 2020 City Council Meeting Minutes, Community Development Agency Minutes and Board of Equalization Minutes
- [13.](#) Resolution 2020-057 to accept the proposal of Racom and US Digital Designs Phoenix G2 for a new fire station alerting system and enter into a service agreement
- [14.](#) Motion to authorize the Mayor to sign Deed of Reconveyance; Frink; 505 E. 2nd Street
- [15.](#) Resolution 2020-058 authorizing a contract for the Lon D. Wright Power Plant Rail Track Extension
- [16.](#) Resolution 2020-059 accepting and awarding the bid to C-R Menn Concrete, LCC. for the 2020 Pavement Rehab project
- [17.](#) Resolution 2020-060 awarding the Contract for Natural Gas Asset Management to BP Canada Energy Marketing Corp
- [18.](#) Resolution 2020-061 authorizing the Fremont Department of Utilities Staff to purchase vehicles and equipment (two trucks and one Mini Skid Steer)

UNFINISHED BUSINESS: Requires individual associated action

- [19.](#) Ordinance 5518 repealing and replacing Chapter 3, Article 7 Section 3-701 of the Fremont Municipal Code titled Municipal Library; operation and funding (second reading)
- [20.](#) Ordinance 5527 to annex WholeStone Farms property (second reading)

NEW BUSINESS: Requires individual associated action

- [21.](#) Motion to receive Fire Department Annual Report
- [22.](#) Mayor Getzschman item - approve additional expenditure for emergency dike at Rod and Gun Club

ADJOURNMENT

Agenda posted at the Municipal Building on March 4, 2020 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on March 4, 2020. This meeting is preceded by publicized notice in the Fremont Tribune and the agenda, including notice of study session, is displayed in the Municipal Building and is open to the public. The official current copy is available at City Hall, 400 East Military, City Clerk's Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on this agenda.

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

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

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

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

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

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Dave Goedeken, P.E., Director of Public Works/City Engineer
Mark Vyhlidal, Street Superintendent

DATE: March 10, 2020

SUBJECT: 2020 One and Six Year Street Improvement Plan

Recommendation: 1: Open Public Comments; 2: Receive Comments; 3: Move to close Public Comments; 4: Approve Resolution 2020-053.

Background: Each year the City of Fremont Street Superintendent is required to draft One and Six Year Street Improvement Plan. Attached is a copy of the Draft 2020 One and Six Year Street Improvement Plan for consideration. In previous years the plan was approved and then sent to the NDOT for their consideration and files. This was a requirement for our receipt of federal gas tax dollars. The filing laws have been changed where the locals no longer submit plans to the state, but are still under the obligation to have a plan on file. The City is subject to audit to assure we are meeting our obligation.

This plan was submitted to the Fremont Utilities and Infrastructure Board for their review and comments on February 11, 2020. The plan was approved with no additions or changes by a vote of 5:0.

This plan was submitted to the Fremont Planning Commission for their review and comments on February 18, 2020. The plan was approved with one addition by a vote of 6:0. Commissioner Landholm suggested we consider adding 16th Street from Broad to Bell as an overlay and rehab. project. The project has been added to the One and Six Year Street Improvement Plan in the out years.

Fiscal Impact: The plan does not obligate funds, nor authorize any specific project. The Plan is intended as a transportation planning tool for the upcoming years. Public Projects in the One Year Plan are already in the budget and C.I.P. that has been approved.

1 & 6 YEAR STREET IMPROVEMENT PROGRAM (2020)

Item No. 2.

1ST YEAR 2020

Luther Road South, Morningside to Samuel	\$375,000
Bell Street - Linden Avenue to 23rd Street	\$700,000
Johnson Road South, Jack Sutton Dr. to Morningside	\$1,200,000
Bell Street Viaduct-Cuming Street to South Base of Viaduct	\$750,000
Tech. Park, (29th Street and Lincoln Ave)	\$800,000
Diers Parkway and 23rd Street Traffic Signal	\$200,000
16th Street - Colson Avenue to Nye Avenue	\$55,000
Hwy 77, Southeast Beltway	\$40,000,000

Private Development

Morningside Crossing Subdivision (Private Subdivision)	\$500,000
Sunridge Subdivision (Private Subdivision)	\$1,200,000
Brookes Hollow 2nd Addition (Private Subdivision)	\$750,000
Country Club Estates Sixth Addition (Private Subdivision)	\$1,200,000
Hidden Brook Subdivision	\$400,000

TOTAL 1ST YEAR

\$48,130,000

2ND THROUGH 6TH YEAR 2021-2025

Rawhide Creek Trail	\$607,000
Broad Street (Hwy 77), 9th Street to North Viaduct	\$1,500,000
Garfield Street - 16th to 19th Street	\$400,000
Mayfair Avenue - 16th to 19th Street	\$400,000
Railroad Quiet Zone	\$1,100,000
Pierce Street - Military to Linden Avenue	\$600,000
32nd Street - Yager to Luther Road	\$1,300,000
Luther Road - Military to 23rd Street	\$2,000,000
1st Street - Bell Street to Luther Road	\$1,600,000
Military Avenue - Luther Road to US Highway 275	\$1,510,000
20th Street - Nye Avenue to H Street	\$250,000
Reynolds Road - Clarkson to 2 Blocks East	\$250,000
Pierce Street and South Street	\$850,000
Westside Addition Street Paving	\$1,365,000
19th Street - Somers to Nye Avenue	\$110,000
23rd/Bell/Yager Intersection	\$10,000,000
Northwest Fremont to Hwy 30 Expressway	\$1,000,000
Clarkson, 6th Street to 23rd Street Overlay	\$1,200,000
1st Street, Bell Street to Main Street Overlay	\$1,200,000
Repair and Rehab. Traffic Signals on 23rd St Corridor	\$1,000,000
16th Street, Bell St. to Broad, Overlay	\$750,000
Repair Downtown Alleys	\$5,000,000

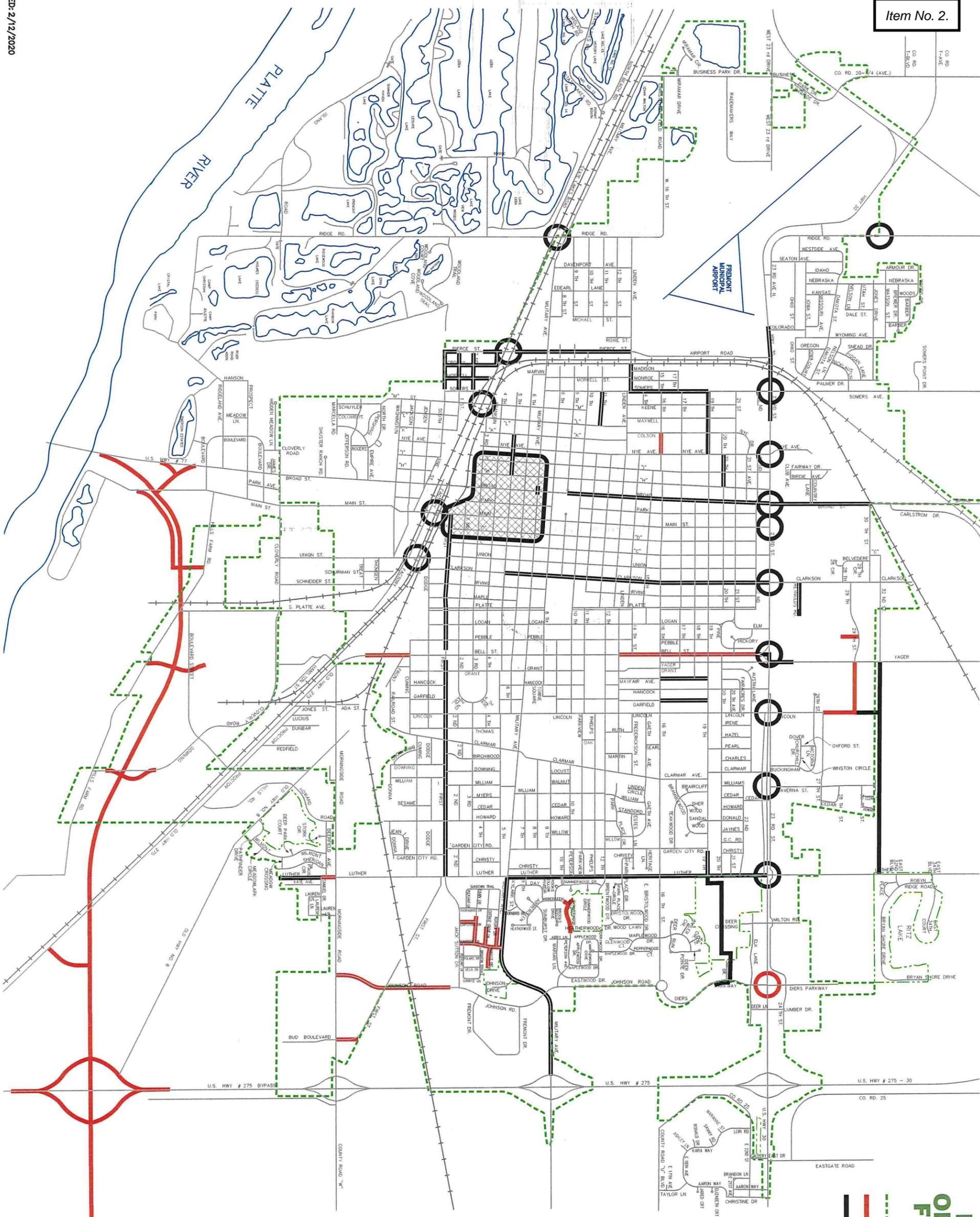
TOTAL 2ND THROUGH 6TH YEAR

\$33,992,000

PROJECTS COMPLETED IN 2019

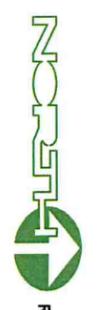
Pedestrian Signals (Phase II)	\$250,000
Rawhide Creek Bridge (North Somers Ave)	\$250,000
East Military Avenue - Grant to Clarmar Avenue	\$250,000
Broad Street (Hwy 77), Boulevard St to 5th St	\$750,000
Lincoln Park First Subdivision (Private Subdivision)	\$250,000
Morningside Pointe Subdivision (Private Subdivision)	\$1,000,000

TOTAL PROJECTS COMPLETED IN 2020 \$2,750,000



**FREMONT, NEBRASKA
ONE AND SIX YEAR PLAN
FISCAL YEAR 2020-2025**

LEGEND
 - - - - - CITY LIMITS
 - - - - - ONE YEAR
 - - - - - SIX YEAR



RESOLUTION NO 2020-053

A Resolution of the City Council of the City of Fremont, Nebraska, approving the 2020 City of Fremont One Year-Six Year Street Improvement Plan

WHEREAS, Nebraska Statutes requires each municipality to develop a one year plan of street improvements and a long range plan for an additional five years; and,

WHEREAS, public comments were received on the contemplated street improvements for the coming year and succeeding five years.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL: That the project and plans as submitted by the Public Works Director and Street Superintendent and reviewed by Utilities and Infrastructure Board and Fremont Planning Commission, be adopted by the Fremont City Council as Fremont’s 2020 One Year-Six Year Street Improvement Plan and be kept on file in the City Offices.

PASSED AND APPROVED THIS 10th DAY OF March, 2020

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: David Goedeken, P.E., Director of Public Works/City Engineer
DATE: March 10, 2020
SUBJECT: Sanitary Sewer District No. SD-704-18

Recommendation: Move to Approve Resolution No. 2020-040

Background:

Consider Resolution to accept Itemized Statement of Cost, Complete Cost, tentative Schedule of Assessments and the set date of Board of Equalization for Sanitary Sewer District No. 704-18 located in the alley from 18th and 19th Street between Broad Street and Park Avenue.

This item was approved by the Utilities and Infrastructure Board on February 11, 2020 by a 5:0 vote.

Fiscal Impact:

The final construction cost of the project is \$65,953.69. The cost of engineering and overhead is \$7,817.87. The total assessable cost for the Sanitary Sewer District No. 704-18 project is \$73,771.56.

NOTICE OF EQUALIZATION
SANITARY SEWER DISTRICT NO. 704-18
Fremont, Nebraska

PUBLISH DATES:
March 11, 2020
March 25, 2020

TO THE OWNERS OF ALL LOTS, LANDS, TRACTS AND PARCELS OF LAND ABUTTING AND ADJACENT TO:

SANITARY SEWER DISTRICT NO. 704-18.

Said District comprises and includes the extension of sanitary sewer to beyond the existing system by the construction of sanitary sewer mains. For the purpose of constructing said sanitary sewer mains, within said District, there shall be constructed in an 8-inch diameter sanitary sewer together with all necessary appurtenances in the alley in Block 25, Northside Addition, Fremont, Dodge County, Nebraska, extending from the centerline of 19th Street to the centerline of 18th Street. The outer boundaries of said Sanitary Sewer District shall include all lots and lands lying east line of said alley a depth of 120.00 feet and lying west of the west line of said alley depth of varying from 109.75 to 116.41 feet, excepting Lot 1, and Lot 10 including all of Lots 2 through 9 to the City of Fremont.

Together with a statement and tentative calculation of the amounts chargeable according to benefits to each lot, part of lot, and piece of ground benefited in said district or project, and said statements and apportionments, being fair and reasonable shall be the proposed plan for the levy of special assessment; and that the Mayor and Council sit as a Board of Equalization in the Council Chambers in the Municipal Building, 400 East Military Avenue, Tuesday, April 14, 2020 at the hour of 7:00 p.m., for the purpose of considering and equalizing the proposed levy of special taxes and assessments now on file in the office of the City Clerk, correcting any errors therein and supplying any omissions in the same; and hearing any complaints that the owners of the property so to be assessed may make and for the purpose of making the levy aforesaid, the Mayor and Clerk are hereby authorized to give notice of this meeting according to law.

Said Special Taxes and Assessments to pay the cost of sanitary sewer and paving in said district are hereby duly authorized to be made as follows:

SANITARY SEWER DISTRICT NO. 704-18 \$73,771.56

CITY OF FREMONT
Scott Getzschman, Mayor

ATTEST:
Tyler Ficken, City Clerk

ITEMIZED STATEMENT OF COST

Alley Sanitary Sewer District No. SD-704-18
18th to 19th between Broad Street and Park Avenue

To the Honorable Mayor and City Council
Fremont, Nebraska

Following is an Itemized Statement of costs of construction, engineering services, legal advertising, registration of deeds, postage and interest chargeable to Alley Sanitary Sewer District No. SD-704-18. Said Alley Sanitary Sewer District comprises the construction of sanitary mains consisting of an 8-in diameter sanitary sewer together with all necessary appurtenances in the alley in Block 25. The total cost is \$73,771.56. The total cost is divided by 8 property lots in the perimeters 18th to 19th between Broad Street and Park Avenue.

Construction Costs	\$	65,953.69
Engineer Service 8%	\$	5,276.30
Legal Advertisement	\$	155.16
Notice of Equalization (Est.)	\$	105.00
Register of Deeds	\$	186.00
Certified Mail	\$	116.80
Interest 3%	\$	1,978.61
District Total Costs	\$	73,771.56

Respectfully,

David Goedeken, P.E.
Director of Public Works

COMPLETE COST

Alley Sanitary Sewer District No. SD-704-10
 18th to 19th between Broad Street and Park Avenue

To the Honorable Mayor and City Council
 Fremont, Nebraska

Following is a Complete Cost to the property benefited according to benefits of the cost of the sanitary sewer service to beyond the existing system by the constructing of sanitary sewer mains. This consisted of an 8-in diameter sanitary sewer together with all necessary appurtenances in the alley in Block 25 from 18th to 19th between Broad Street and Park Ave.

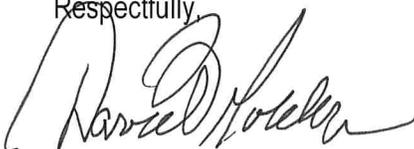
PROPERTY COST

Item No.	Description	Units	QTY	Unit Price	Assessable Cost
1	Mobilization	LS	1	\$ 275.00	\$ 275.00
2	Barricading & Traffic Control	LS	1	\$ 133.00	\$ 133.00
3	Remove Pavement	SY	347	\$ 11.25	\$ 3,903.75
4	Remove Sidewalk	SF	77	\$ 1.25	\$ 96.25
5	Remove Existing 6" VCP Sewer	LF	242	\$ 6.00	\$ 1,452.00
6	Class B Gravel Bedding	LF	242	\$ 2.80	\$ 677.60
7	Build Standard Manhole	EA	2	\$ 7,543.20	\$ 15,086.40
8	Build 8" SDR 26 PVC Sewer	LF	242	\$ 59.83	\$ 14,478.86
9	Build Service WYE*	EA	8	\$ 511.31	\$ 4,090.48
10	Reconnect Existing Service	EA	6	\$ 316.66	\$ 1,899.96
11	Saw Cut	LF	307	\$ 2.15	\$ 660.05
12	Crushed Rock Surfacing 12"	TN	160	\$ 18.00	\$ 2,880.00
13	Build 8" P.C. Concrete Pavement	SY	40	\$ 56.70	\$ 2,268.00
14	Build 7" P.C. Concrete Pavement	SY	324	\$ 49.61	\$ 16,073.64
15	Build 6" P.C. Concrete Sidewalk	SF	91	\$ 3.55	\$ 323.05
16	Cleanup and Erosion Control	LS	1	\$ 1,655.65	\$ 1,655.65

TOTAL PROPERTY COST

\$ 65,953.69

Respectfully,



David Goedeken, P.E.
 Director of Public Works

SCHEDULE OF ASSESSMENTS

Alley Sanitary Sewer District No. SD-704-18
18th to 19th between Broad Street and Park Avenue

To The Honorable Mayor and City Council of Fremont, Nebraska

Following is a Schedule of Assessments to the property benefited according to benefits of the cost of the sanitary sewer service to beyond the existing system by the constructing of sanitary sewer mains. This consisted of an 8-in diameter sanitary sewer together with all necessary appurtenances in the alley in Block 25 from 18th to 19th between Broad Street and Park Ave.

Legal - Northside Addition	Owner	Property Address	Assessment
Lot 6 Block 25	Mark L & Becky L Ruwe 26281 County Road 12, Hooper, NE 68031	1812 N Broad Street	\$ 9,221.44
Lot 7 Block 25	Amanda M Currier 1816 N Broad Street, Fremont, NE 68025	1816 N Broad Street	\$ 9,221.44
Lot 8 Block 25	Stephanie L Freeman 1820 N Broad Street, Fremont, NE 68025	1820 N Broad Street	\$ 9,221.44
Lot 9 Block 25	Dan & Nancy Martinez 1842 N Broad Street, Fremont, NE 68025	1842 N Broad Street	\$ 9,221.44
Lot 5 Blk 25 TL 472	Alex & Katie Baker 1805 N Park Avenue, Fremont, NE 68025	1805 N Park Avenue	\$ 9,221.44
Lot 4 Blk 25 TL 472	Rhonda L Carlson (Anderson) 1815 N Park Avenue, Fremont, NE 68025	1815 N Park Avenue	\$ 9,221.44
Lot 3 Blk 25 TL 472	Tasha Strong & Jessica Hill, ETAL Beth L Newhill 1827 N Park Avenue, Fremont, NE 68025	1827 N Park Avenue	\$ 9,221.44
Lot 2 Blk 25 TL 472	Suzette M Rief 1839 N Park Avenue, Fremont, NE 68025	1839 N Park Avenue	\$ 9,221.44
			TOT \$ 73,771.56

Respectfully,



David Goedeken, P.E.

Director of Public Works

NOTICE OF EQUALIZATION
SANITARY SEWER DISTRICT NO. 704-18
Fremont, Nebraska

PUBLISH DATES:
February 26, 2020
March 11, 2020

TO THE OWNERS OF ALL LOTS, LANDS, TRACTS AND PARCELS OF LAND ABUTTING AND ADJACENT TO:

SANITARY SEWER DISTRICT NO. 704-18.

Said District comprises and includes the extension of sanitary sewer to beyond the existing system by the construction of sanitary sewer mains. For the purpose of constructing said sanitary sewer mains, within said District, there shall be constructed in an 8-inch diameter sanitary sewer together with all necessary appurtenances in the alley in Block 25, Northside Addition, Fremont, Dodge County, Nebraska, extending from the centerline of 19th Street to the centerline of 18th Street. The outer boundaries of said Sanitary Sewer District shall include all lots and lands lying east line of said alley a depth of 120.00 feet and lying west of the west line of said alley depth of varying from 109.75 to 116.41 feet, excepting Lot 1, and Lot 10 including all of Lots 2 through 9 to the City of Fremont.

Together with a statement and tentative calculation of the amounts chargeable according to benefits to each lot, part of lot, and piece of ground benefited in said district or project, and said statements and apportionments, being fair and reasonable shall be the proposed plan for the levy of special assessment; and that the Mayor and Council sit as a Board of Equalization in the Council Chambers in the Municipal Building, 400 East Military Avenue, Tuesday, March 24, 2020 at the hour of 7:00 p.m., for the purpose of considering and equalizing the proposed levy of special taxes and assessments now on file in the office of the City Clerk, correcting any errors therein and supplying any omissions in the same; and hearing any complaints that the owners of the property so to be assessed may make and for the purpose of making the levy aforesaid, the Mayor and Clerk are hereby authorized to give notice of this meeting according to law.

Said Special Taxes and Assessments to pay the cost of sanitary sewer and paving in said district are hereby duly authorized to be made as follows:

SANITARY SEWER DISTRICT NO. 704-18 \$73,771.56

CITY OF FREMONT
Scott Getzschman, Mayor

ATTEST:
Tyler Ficken, City Clerk

SANITARY SEWER DISTRICT 704-1⁰

Item No. 3.

NORTHSIDE ADDITION

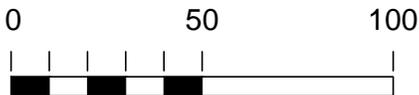
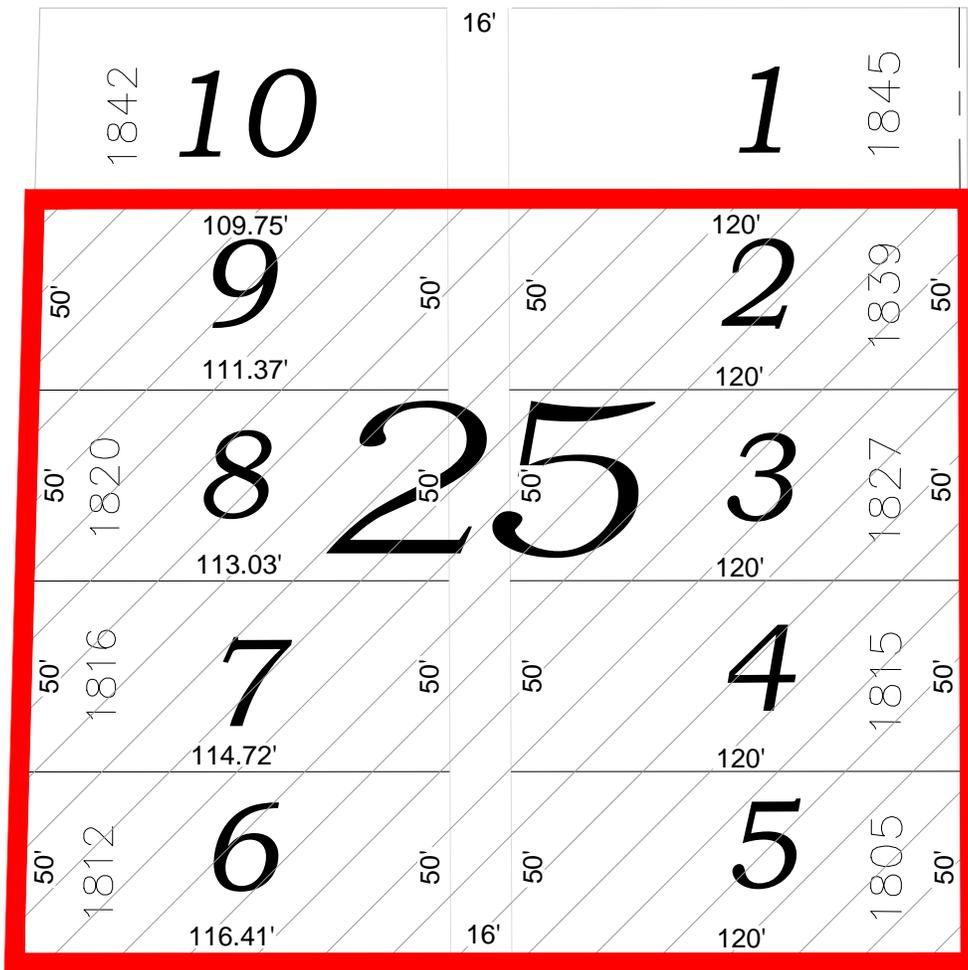
BLOCK 25

BROAD STREET

PARK AVENUE

19TH STREET

18TH STREET



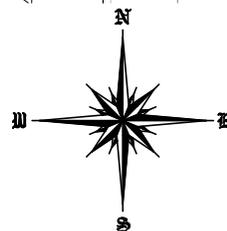
CITY OF
FREMONT

NEBRASKA PATHFINDERS

PUBLIC WORKS

ENGINEERING DEPARTMENT

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RESOLUTION NO. 2020-040

A Resolution of the City Council of the City of Fremont, Nebraska, to accept Itemized Statement of Cost, Complete Cost, Tentative Schedule of Assessments and set date of Board of Equalization for Sanitary Sewer District No. 704-18.

NOW, THEREFORE BE IT RESOLVED: That the City of Fremont receive the statement of cost of the Improvements for the following District and Project.

Sanitary Sewer District No. 704-18

Said District comprises and includes the extension of sanitary sewer to beyond the existing system by the construction of sanitary sewer mains. For the purpose of constructing said sanitary sewer mains, within said District, there shall be constructed an 8-inch diameter sanitary sewer together with all necessary appurtenances in the alley in Block 25, Northside Addition, Fremont, Dodge County, Nebraska, extending from the centerline of 19th Street to the centerline of 18th Street. The outer boundaries of said Sanitary Sewer District shall include all lots and lands lying east of the east line of said alley a depth of 120.00 feet, and lying west of the west line of said alley a depth varying from 109.75 to 116.41 feet, excepting Lot 1 and Lot 10, including all of Lots 2 through 9 to the City of Fremont.

Together with a statement and tentative calculation of the amounts chargeable according to benefits to each lot, part of lot, and piece of ground benefited in said district or project, and said statements and apportionments, being fair and reasonable shall be the proposed plan for the levy of special assessment; and that the Mayor and Council sit as a Board of Equalization in the Council Chambers in the Municipal Building, 400 East Military Avenue, Tuesday, April 14, 2020 at the hour of 7:00 p.m., for the purpose of considering and equalizing the proposed levy of special taxes and assessments now on file in the office of the City Clerk, correcting any errors therein and supplying any omissions in the same; and hearing any complaints that the owners of the property so to be assessed may make and for the purpose of making the levy aforesaid, the Mayor and Clerk are hereby authorized to give notice of this meeting according to law.

PASSED AND APPROVED THIS 10TH DAY OF MARCH 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

Keene Memorial Board recommendation

Item No. 4.

Larry Jirsak <larry.jirsak@gmail.com>

Wed 2/19/2020 4:57 PM

To: Getzschman, Scott <Scott.Getzschman@fremontne.gov>;

Cc: Yerger, Brad <Brad.Yerger@fremontne.gov>; Ellis, Glen <Glen.Ellis@fremontne.gov>; McClain, Linda <Linda.McClain@fremontne.gov>; Jensen, Mark <Mark.Jensen@fremontne.gov>; Legband, Mark <Mark.Legband@fremontne.gov>; Bechtel, Matthew R. <Matthew.Bechtels@fremontne.gov>; Kuhns, Michael <Michael.Kuhns@fremontne.gov>; Jacobus, Susan <Susan.Jacobus@fremontne.gov>;

Dear Mayor Getzschman,

I would like to take this opportunity to restate the Keene Memorial Library Board of Trustees' recommendation to fill a vacancy on the Board.

As I stated at the City Council meeting of February 11, 2020, the Keene Memorial Board's recommendation was (and still is) Susan Allen.

I understand that it is your prerogative to appoint the person of your choice to that position, and I have no doubt that your choice as indicated on the Council agenda is a worthy candidate.

However, I am hopeful that you will consider the Board's recommendation of Susan Allen.

Susan Allen has been a Keene Memorial Library employee for twenty years and a Kindergarten teacher. I have known her for some twenty years and know her to be highly qualified to serve on the Board.

She would bring a wealth of knowledge of library operations and fresh ideas and perspectives.

Thank you for your consideration in this matter. Please be assured that the Board will respect your decision and will continue to work to make Keene Memorial Library a valuable asset for the people of Fremont.

Sincerely,

Larry Jirsak

1635 E. Linden Ave.

402-727-6559

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jennifer Dam, Planning Director
DATE: March 10, 2020
SUBJECT: Conditional Use Permit for Child Care Facility

Recommendation: Approval of Resolution #2020-054

Background:

This is a request for a Conditional Use Permit for a child care center at 749 N. William.

The Planning Commission held a public hearing on February 18 and voted to recommend approval by a vote of 7-0.

The property was previously used as a church.

The property is zoned UR, Urban Residential.

The property to the north is zoned SR, Suburban Residential and is developed with a child care facility. The property to the east is zoned AR, Auto-urban Residential and is developed with residential uses. The property to the south is zoned UR, Urban Residential and is developed with multi-family dwellings. The area to the west is zoned UR, Urban Residential and is developed with townhouse residential units. The area further west and southwest is zoned SC, Suburban Commercial and is developed with commercial uses.

The child care center will be an annex of the Little Peas child care center in the adjacent strip mall.

There will be a total of 10 staff and 50 children between the two facilities.

It is not clear how parents will circulate between the two facilities. Staff will park at the property owned by the applicant down the street. A draft agreement between the owner of the property and the operator of the daycare is attached. To ensure that there are not parking or circulation issues, staff recommends an annual review of this conditional use permit by the Planning Commission.

Section 11-504.02.D states:

“Child Care Centers are conditionally permitted provided that:

1. Child Care Centers in the R, SR, AR or UR districts may only be permitted in places of public assembly that provide adequate area for off-street circulation, drop-off and parking.

The applicant has stated that the operator of the facility will have a contract with him to have the 10 staff park at his property at 8th and Clarmar. This will be a condition of approval.

2. In all instances the site is 300 feet from a MH, LI, GI, AV or PO district as measured from the boundary lines nearest each other, unless separated from such district by a type B bufferyard or a collector or arterial roadway;

The property is more than 300 feet from a MH, LI, GI, AV or PO district.

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

William acts as a collector street at this site. The staff parking lot is adjacent to a minor arterial.

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

The property is adjacent to apartment buildings and across the street from another child care facility. The staff will park down the street. The applicant is providing three parking stalls for drop-off and pick-up.

5. The application shall be accompanied by the following information
 - a. The number of children and number of staff members on the largest shift;
 - b. A physical description of the facility and a site plan drawn to scale that includes, but is not limited to, property boundaries, structures on the site, the location and arrangement of parking spaces, the traffic circulations pattern, loading and unloading areas, fencing, landscaping, play area, and entrances/exits to such facility.”

There will be 50 children and 10 staff between the two facilities on the largest shift. A site plan is attached.

Staff recommends that the conditional use permit be reviewed annually by the Planning Commission to ensure that parking and circulation flow smoothly. Additionally, staff recommends that the conditional use permit be granted for the proposed operator. A change in ownership of the property or management of the daycare center will require that a new conditional use permit be granted.

Fiscal Impact: N/A

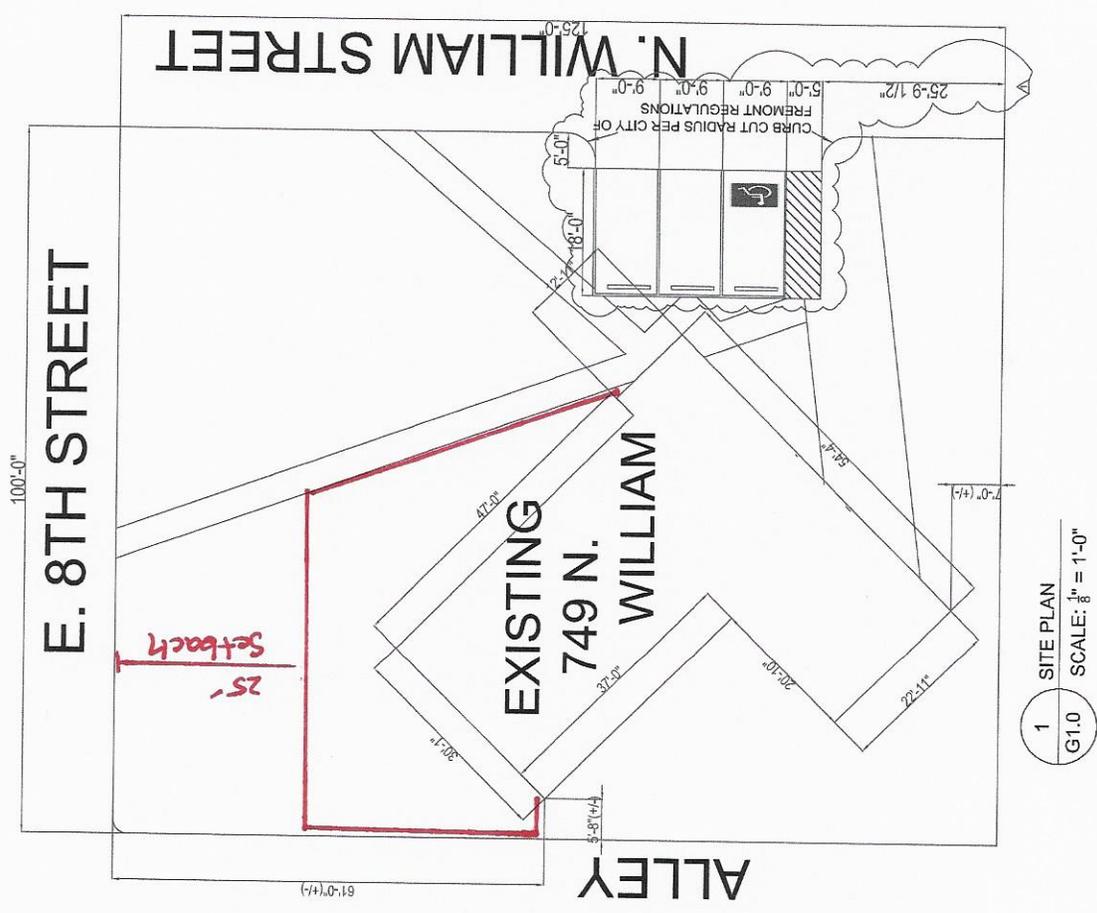
General Notes
 GENERAL NOTES
 1. CONTRACTOR TO VERIFY SITE CONDITIONS PRIOR TO PERFORMING ANY WORK.

No.	Revision/Issue	Date
1	ADDED 3 PARKING STALLS	8.10.2019
0	ISSUED FOR ZONING 1.2.2020	

Site Name and Address
 T Butler Professional Engineer, LLC
 4809 NW RADDAI HIGHWAY
 OMAHA, NE 68104
 402.460.6557

Project Name and Address
 EXISTING BUILDING
 SITE PLAN
 748 N WILLIAM STREET
 FREMONT, NEBRASKA

Sheet: **G1.0**
 Date: DECEMBER 28, 2019
 Scale:



1 SITE PLAN
 G1.0 SCALE: 1/8" = 1'-0"

ZONING APPLICATION

APPLICATION TYPE

- Zoning Change (including conventional and planned unit development requests)
- Conditional Use Permit

APPLICANT (all correspondence will be directed to the applicant)

Name H Rentals of Fremont, LLC - Sam Heineman Phone (402) 880-4864
Address 750 N Claman Ave Fax _____
City Fremont State NE Zip 68025
Email sheineman@dodgecountyrealtygroup.com

PROPERTY OWNER (if not the same as applicant above)

Name _____ Phone _____
Address _____ Fax _____
City _____ State _____ Zip _____
Email _____

ENGINEER, SURVEYOR, OR ARCHITECT (if not the same as applicant above)

Name _____ Phone _____
Address _____ Fax _____
City _____ State _____ Zip _____
Email _____

AGENT (if not the same as applicant above)

Name _____ Phone _____
Address _____ Fax _____
City _____ State _____ Zip _____
Email _____

(application continued on next page)

ZONING APPLICATION

PROPERTY INFORMATION

Address of Property 749 N. William Ave Fremont NE 68025
General Location (if no address is available) _____

Brief Legal Description of Property Johnsons E100'N125' BLK 8

Description of Request Conditional use permit to lease this property to a childcare facility. The property has been used as a place of religious worship most recently. I believe it has been used as a childcare facility in the past.

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

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

[Signature] Sam Heineman 1/3/2020
Signature Print Name Date

Office Use Only

Submittal Date _____ Project No. _____
Payment Amount _____ Receipt No. _____
Other Comments _____

General Notes
 GENERAL NOTES
 1. VERIFY SITE
 CONDITIONS AND DIMENSIONS PRIOR
 TO PERFORMING ANY WORK.

No.	Revision/Issue	Date
0	ISSUED FOR ZONING 1.2.2020	

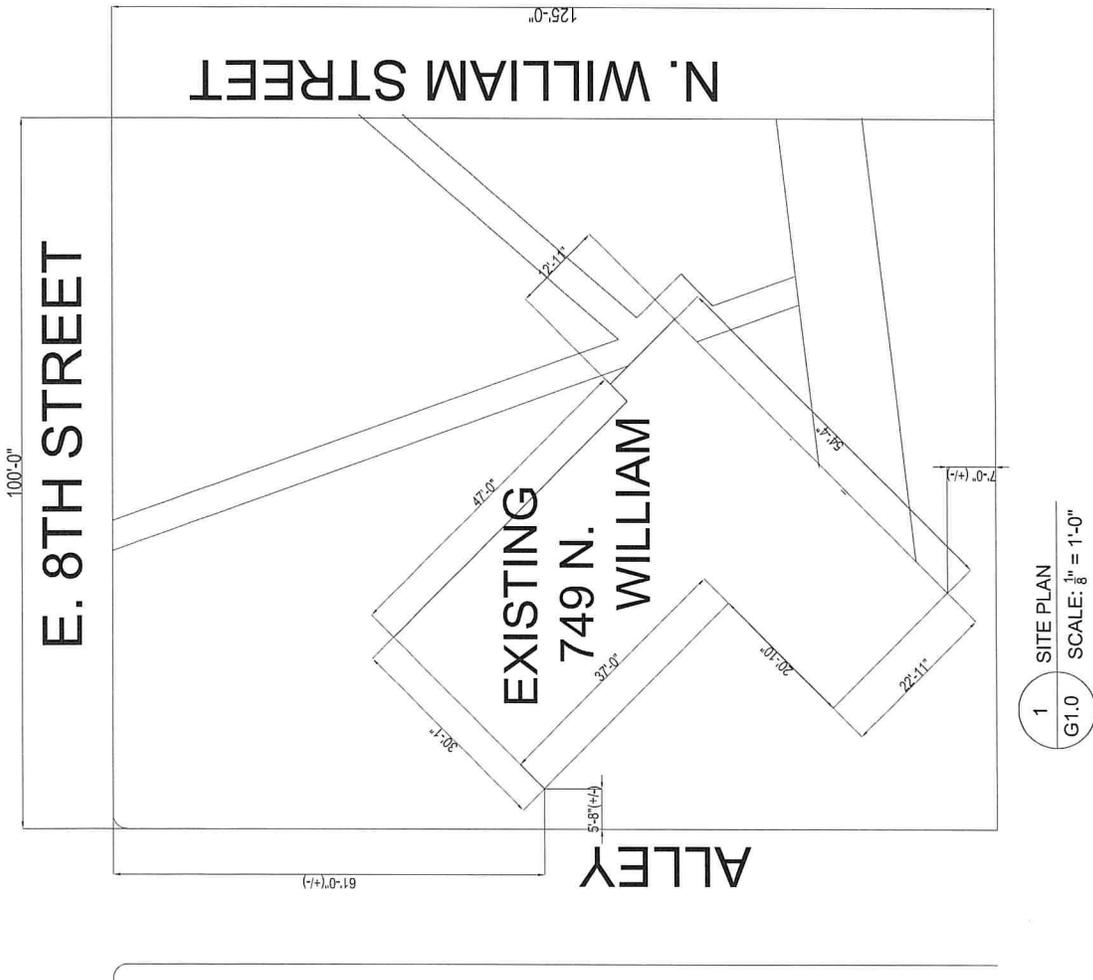
Site Name and Address
 LT Builder Professional Engineer, LLC
 800 N. CENTRAL HIGHWAY
 OMAHA, NE 68104
 402.860.8557



Project Name and Address
 EXISTING BUILDING
 SITE PLAN
 749 N WILLIAM STREET
 FREMONT, NEBRASKA

Sheet
G1.0

Project No.: 2019-208
 Date: DECEMBER 28, 2019
 Drawn by: [Name]
 Check by: [Name]



1 SITE PLAN
 G1.0 SCALE: 3/8" = 1'-0"

General Notes
GENERAL NOTES
 THIS DRAWING IS FOR ZONING PURPOSES ONLY. IT IS NOT INTENDED TO BE FOR PERMITTING PURPOSES.

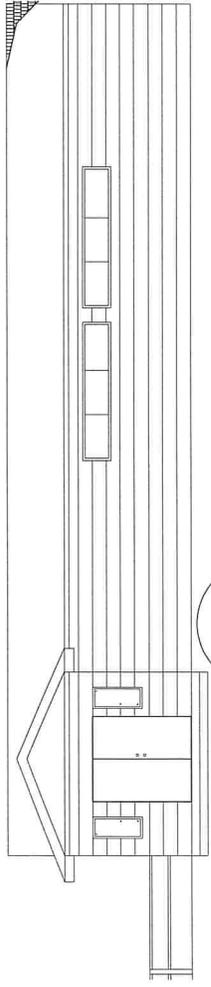
No.	Revision/Issue	Date
0	ISSUED FOR ZONING 12.2020	

City, State, and Address
 J.T. Butler Professional Engineer, LLC
 1001 S. 17th Street, Suite 101
 OMAHA, NE 68104
 402.860.8557

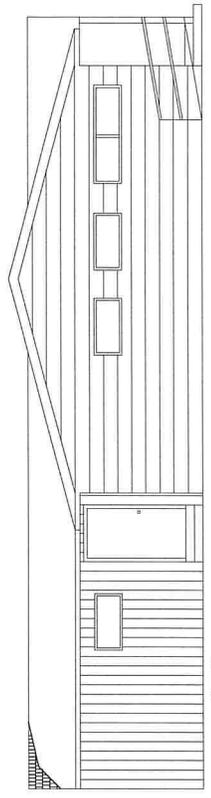
Project Name and Address
 EXISTING BUILDING
 FLOORPLAN &
 ELEVATIONS
 749 N. WILLIAM STREET
 FREMONT, NEBRASKA

Sheet	Date
A1.0	DECEMBER 27, 2019

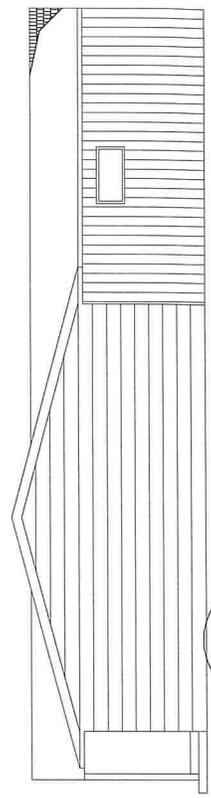
Item No. 5.



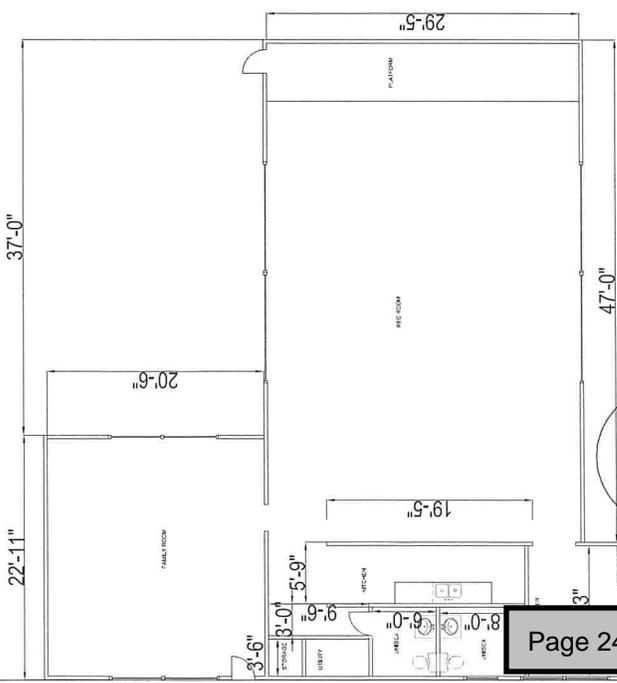
2 EXISTING FRONT ELEVATION
 SCALE: $\frac{1}{4}'' = 1'-0''$



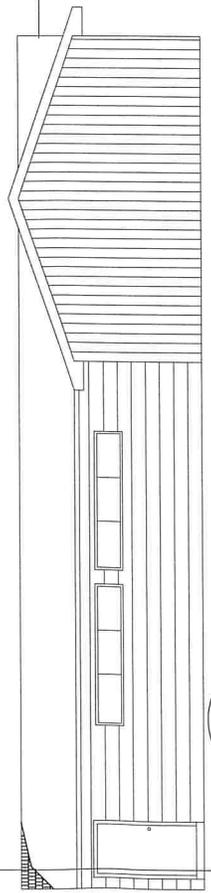
3 EXISTING LEFT ELEVATION
 SCALE: $\frac{1}{4}'' = 1'-0''$



4 EXISTING RIGHT ELEVATION
 SCALE: $\frac{1}{4}'' = 1'-0''$



1 EXISTING MAIN LEVEL
 SCALE: $\frac{3}{16}'' = 1'-0''$



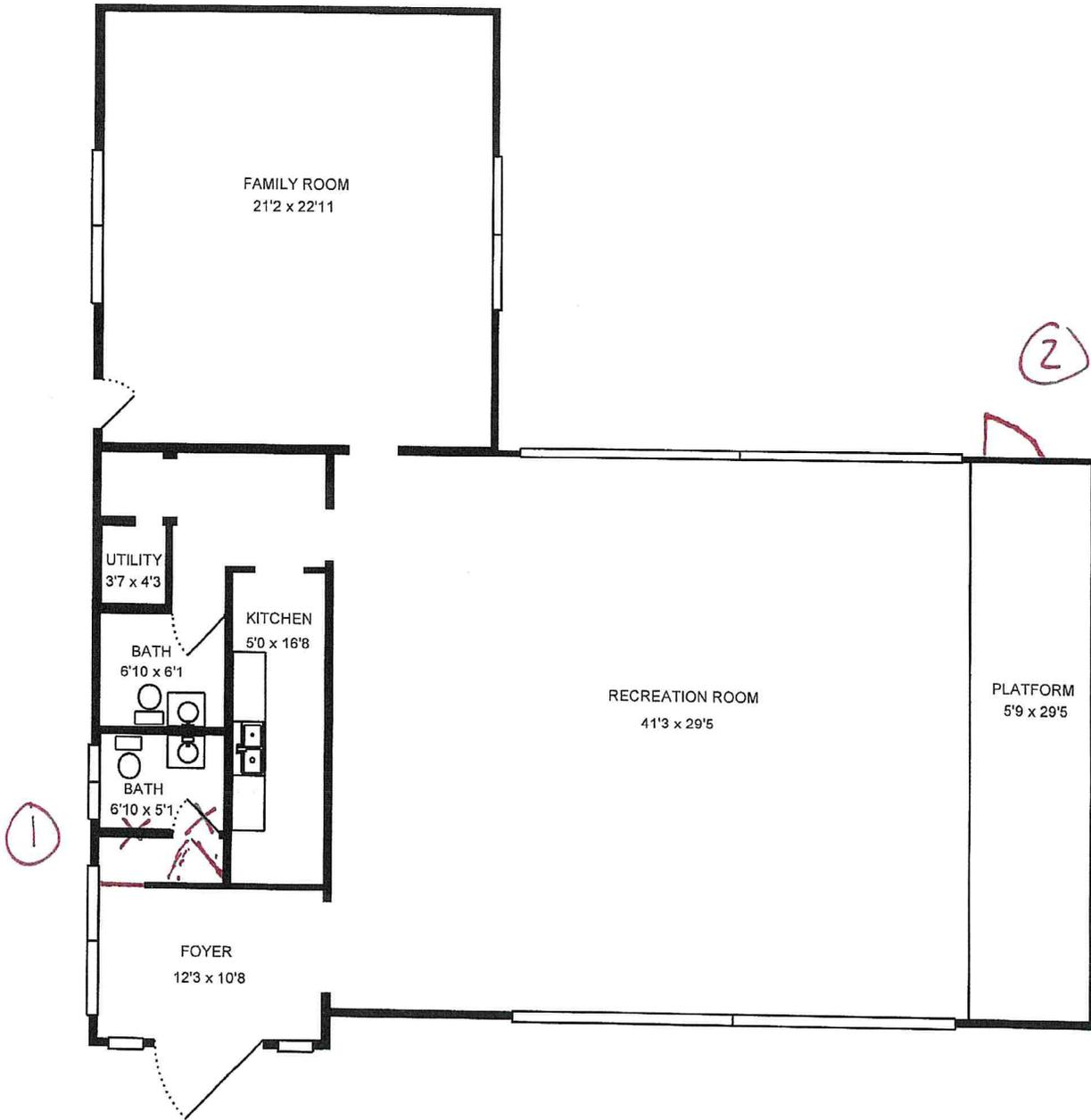
5 EXISTING REAR ELEVATION
 SCALE: $\frac{1}{4}'' = 1'-0''$



Property Address:
749 N William Ave
Fremont, NE 68025

Measure #15537010

- ① Move/expand bathroom
- ② Add exterior exist w/stoop





Layers

Basemaps



270034783



Lat: 41.435892 Long: -96.470927

Site Last Updated: 1/3/2020

Return to:
Premier Land Title Company
9719 Giles Road
LaVista, NE 68128

Item No. 5.

WARRANTY DEED

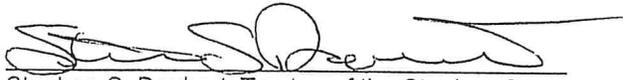
KNOW ALL MEN BY THESE PRESENTS, That Stephen S. Daubert, Trustee of the Stephen S. Daubert Trust of 2007, GRANTOR, whether one or more, in consideration of Two dollars (\$2.00) and other good and valuable consideration received from GRANTEE, H Rentals of Fremont, LLC conveys to GRANTEE the following described real estate (as defined in Neb. Rev. Stat. 76-201) in Dodge County.

The East 100 feet of the North 125 feet of Block 8, Johnson Addition to the City of Fremont, Dodge County, Nebraska.

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) is lawfully seized of such real estate, that it is free from encumbrances, except easements, restrictions and reservations of record; and a pro-rated share of current real estate taxes and subsequent taxes and assessments;
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend title to the real estate against the lawful claims of all persons.

Executed 10-23-19



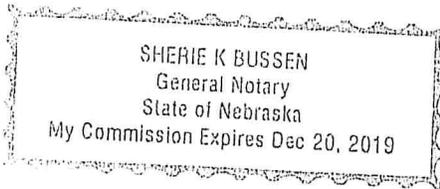
Stephen S. Daubert, Trustee of the Stephen S. Daubert Trust of 2007

State of Nebraska)
County of Dodge)ss.

The foregoing instrument was acknowledged before me on the 23 day of October, 2019 by Stephen S. Daubert, Trustee of the Stephen S. Daubert Trust of 2007.

Witness my hand and official seal.

(SEAL)



Sherie K. Bussen
Notary Public

My Commission Expires: 12-20-19

Parcel Information	
Parcel ID	270034783
Links	Photo #1
Area #	
Current Owner	H RENTALS OF FREMONT LLC
Mailing Address	749 N WILLIAM AVE FREMONT, NE 68025-4560
Situs Address	749 N WILLIAM AVE
Tax District	001
School District	510 (27-0001 FREMONT)
Legal Description	JOHNSONS E100'N125' BLK 8
Class	Single Family

Current Value Information			
Land Value	Dwelling Value	Improvement Value	Total Value
\$22,500	\$113,105	\$0	\$135,605

Prior Year Value Information				
Year	Land Value	Dwelling Value	Improvement Value	Total Value
2018	22,500	113,105	0	135,605
2017	22,500	101,405	0	123,905
2016	22,500	94,565	0	117,065
2015	22,500	94,565	0	117,065
2014	22,500	94,565	0	117,065

Yearly Tax Information		
Year	Amount	Levy
2019	\$2,634.94	2.047225

2019 Tax Levy	
Description	Rate
COUNTY GEN	0.228326
ROAD/BRIDGE	0.000000
CAP IMPR/ECON DEV FUND	0.023815
INDIGENT	0.003154
INSTITUTIONS	0.002346
VETERANS AID	0.000000
COUNTY BLDG FUND	0.005494
MUSEUM/HIST SOC	0.002168
1ST RESP COMM BOND	0.006237
FREMONT GEN	0.383363
FREMONT DEBT	0.023859
NRD PLATTE GEN	0.036212
ESU #2 GEN	0.015000
ESU #2 BOND 2013	0.000000
METRO TECH GEN	0.075000
METRO TECH SINK	0.020000
METRO TECH HAZ/HNDICP PED	0.000000
27-0001 FREMONT 1	1.057722
27-0001 FREMONT BLDG FUND	0.000000
27-0001 FREMONT SD QUAL CAP FUND 9-12	0.000000
27-0001 FREMONT SD QUAL CAP FUND K-8	0.000000
F-1 BONDS 9-12 2000	0.023430
F-1 BLD AMER BOND 1-NEW 5/6	0.034868
F-1 BLD AMER BOND 2-ELEM RENOV	0.020097
F-1 BOND K-8 2000	0.121080
AG SOCIETY	0.002387

Sales Information					
Sale Date	Sale Price	Book & Page	Seller	Buyer	Other Parcels
10/24/2019	\$105,000.00	2019 / 05236	DAUBERT, STEPHEN S & GINGER K (TRUSTEES)	H RENTALS OF FREMONT LLC	

Residential Building Information			
Occupancy Code	101 (Single-Family / Owner Occupied)	Condition Code	Above Normal
Year Built	1960	Rooms Above Ground	0
Style	1 Story Frame	Rooms Below Ground	0
Main Area	2,270	Bedroom #	0
Total Living Area	2,270	Bathroom #	1.5
Length	0	Foundation	None
Width	0	Exterior Walls	Frame, Hardboard Sheets
Basement	None	Roof	Comp Shingle
Basement Area	0.0000	Interior Walls	None
Bsmt Floor Adj	-27,060	Flooring	None
Heating	Yes	Architectural Design	N/A
AC	Yes	Single Siding	No
Attic	None		

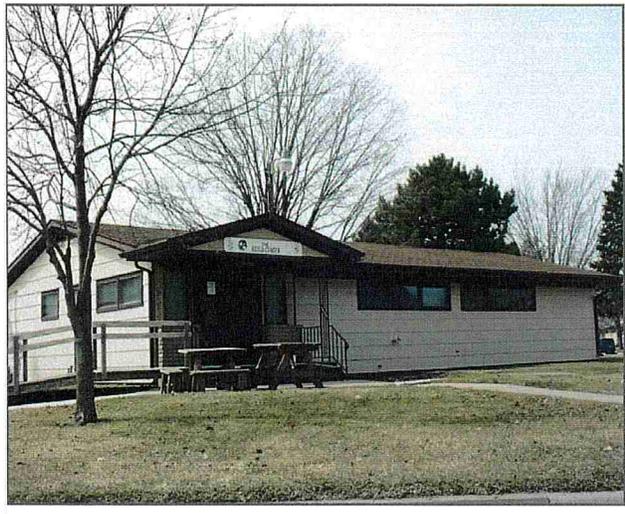
Plumbing			
Style	Count	Fixtures	Bathrooms
Plumbing (Incl in Base)	6	6	1.5
		6	1.5

Deck and Patio	
Style	SF Area
Concrete Patio-Med	65
Asph/Wd Roof OH-Med	65

Land Information		
Lot Basis	Square Feet	Acres
Sq. Ft x Rate	12,500	0.29

Miscellaneous Improvements		
Improvement	Year	Units
Plumbing (Incl in Base)	N/A	6
Concrete Patio-Med	N/A	65
Asph/Wd Roof OH-Med	N/A	65

Photo



RESOLUTION NO. 2020-054

A Resolution of the City Council of the City of Fremont, Nebraska, to allow a Child Care facility on property legally described as the East 100 feet of the North 125 feet of Johnson’s Addition, located at 749 N William Street, Fremont, Nebraska.

WHEREAS, Sam Heineman has requested a Conditional Use Permit for a Child Care facility at 749 N. William Street for the current operator of Little Peas Academy; and,

WHEREAS, The property is zoned UR, Urban Residential which requires a Conditional Use Permit for a Child Care facility ; and,

WHEREAS, the Planning Commission held a public hearing on February 18, 2020 and subsequently recommended conditional approval 7-0 with Borisow, Landholm, Sawyer, Nielson, Sookram and Gifford voting aye; and,

WHEREAS, The Planning Commission recommended that the Conditional Use Permit be reviewed annually by the Planning Commission to ensure that parking and circulation flow smoothly; and,

WHEREAS, The Planning Commission recommended that the draft parking agreement be executed as a condition of approval; and,

WHEREAS, The Planning Commission recommended that any change in ownership of the property or change in management of the daycare center will require review and approval of a new Conditional Use Permit.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Fremont approves a Conditional Use Permit for a Child Care center to Sam Heineman for the Little Peas Academy managed by Breanna Klinzing with the condition that the permit receive annual review by the Planning Commission and will expire upon the change in ownership of the property or management of the Child Care.

PASSED AND APPROVED THIS 10th DAY OF MARCH 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: March 10, 2020
SUBJECT: Revised Bluestem Commons Planned Development

Recommendation: Recommend approval to City Council.

Background:

The developer submitted revisions to the Bluestem Commons Planned Development. The revised site plan, narrative and landscape plan are addressed below. The revised proposal moves the apartment buildings to the north and west portion of the property, removes the commercial lots at the intersection of County Road T and Luther Road, and revises the street and lot layout. The clubhouse site is proposed to be a mixed use by incorporating neighborhood commercial uses into the clubhouse.

An agreement for the Planned Development will be required as a part of this approval.

History:

Initially, the Planning Commission held public hearings on November 18, 2019 and again on December 16, 2019. The Planning Commission did not act on the request in November and voted to recommend denial of the Planned Development with a 5-4 vote in December. The Planning Commissioners expressed concern about the design of the attached units and the density of the proposed project.

In response to the concerns expressed at the November 18, 2019 Planning Commission meeting, the proposed development was been revised to move the apartment buildings that were along Luther Rd an additional 20' to the west to provide an additional area for a landscape berm, landscape screen, and buffering along N. Luther Rd. In addition, the developer reduced the maximum number of multi-family apartment units from 288 to 272. The entire site plan, number of units and landscaping have been redesigned in the new plan.

At the February 18th Planning Commission meeting, the commission voted 5-1 to approve the revised planned development.

Review of Revised Proposal:

This is a request for a change of zone from R, Rural to PD, Planned Development. On property generally described as:

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

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

The revised planned development is proposed to contain 63 row houses; 69 duplex/triplex units, and; 8 apartment buildings each containing between 30 and 34 units (maximum of 272 units).

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

The housing consists of multi-family, two-family, three family and row-house housing with four or more units. Additionally, the narrative associated with the Planned Development indicates that there will be more than four elevations for the units. This meets the requirements of 11-602.03.

The commercial area at the corner of County Road T and Luther Road has been removed. Instead, an interior lot is provided that is proposed to contain a mix of commercial uses, a clubhouse and green space area to serve the development. These uses will be contained in one building.

The commercial/clubhouse building will have a maximum floor area ratio of .17 for a one story building or .34 for a two story building. The maximum gross building area would be 15,000 square feet for a one story building or 30,000 square feet for a two story building.

The narrative states that the commercial uses would be restricted to the following: Permitted uses shall include but are not limited to:

- Convenience Store/neighborhood market
- Restaurant/Coffee Shop (NO drive-thru window/automobile queueing lanes)
- Laundromat/dry cleaning
- Child Care Center
- Mail Services
- Office (Medical/Urgent Care, Insurance Agent, Lawyer, Accounting, Real Estate)
- Retail Service Establishment (Boutique Commercial, Salon/Spa)

Conditional uses shall include but are not limited to:

- General Merchandise Retail Sales Establishment
- Mixed Use
- Farmers' Market
- Financial services/Check Cashing
- Bar/Tavern

Prohibited uses shall include but are not limited to:

- Adult establishments
- Auto Sales and Service Establishments
- Automotive Repair Services/Car Wash
- Small Animal Veterinary Services
- Animal Grooming Facilities
- Financial Institutions (with drive-thru window/auto queueing lanes)
- Restaurant / Fast food (with drive-thru window/auto queueing lanes)
- Funeral Establishment/Funeral Home
- Small Animal Boarding Facilities
- Service Station

The Planning Commission will need to review and the City Council will need to approve an amendment to the PD if conditional uses are proposed.

An outlot with a storm water retention cell and a trail is located in the southwest corner of the property. The retention cell will be oversized to accommodate a “100 year” storm event.

The overall design of the proposed Planned Development provides alternative housing types with amenities to appeal to a broad section of the Fremont market.

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

The Public Works Director had no comments on the revised plan.

The developer has provided easements as requested by the Utilities Department. Bicycle parking is shown on the site plan.

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

The police chief has no objections.

The proposal is consistent with the land use designation in the Comprehensive Plan and is consistent with neighboring uses.

The Future Land Use Map from the Comprehensive Plan shows the area as future residential use.

While the Comprehensive Plan does not designate mixed use districts, it does make reference to “Suburban Village” type development. A Suburban Village development is described as follows:

“Outside of Downtown Fremont and along the major corridors, commercial uses should be designed at a neighborhood scale in clustered nodes. Rather than linear

strips, these village centers will have much smaller building footprints than businesses found on 23rd Street, and they typically cater to neighborhood conveniences such as drug stores, professional services, and boutique retail uses.... Proposed locations include smaller commercial centers surrounded by neighborhoods.

Development types

- Mixed use (on single sites and within individual structures)
- Attached residential dwellings
- Live/work units
- Commercial retail
- Office
- Public/institutional
- Entertainment
- Parking structures
- Parks, plazas and civic spaces.” (page 2.10)

The future land use section of the plan (page 2.24) describes policies for “Smaller neighborhood commercial and mixed use villages.” The policies include:

- “Smaller, neighborhood commercial and mixed use suburban villages should be sited in locations throughout the community. This type of development contrasts with the concentration of strip shopping malls along 23rd street, which have large building footprints and proportionately large parking lots, and thus, visual impacts.
- Sites for the suburban villages should be located at the intersections of collector or arterial streets and at the edge of neighborhood areas. Some villages may be integrated within neighborhoods where suitable sites exist and conditions are appropriate to balance compatibility with convenience...
- Village centers should have liberal open space and landscaping to enhance the neighborhood feel and to buffer between commercial and residential uses.
- Each village should be pedestrian focused and connected to the neighborhood sidewalk and trail system.”

The proposed development adheres to the Comprehensive Plan principle that there should be “Diverse housing types and price points to accommodate a broad demographic and socioeconomic composition.”

A recommended action in the Comprehensive Plan was to “pre-zone areas to the north and to the east (U.S. 30 bypass plus the U.S. 30 and 23rd Street interchange) to encourage multiple housing types offering higher-density housing options, more efficient land use, and preservation of open space.”

The proposal is consistent with the policies in the Comprehensive Plan regarding affordable housing. Specifically, it adheres to the following policies:

- Regulatory and procedural impediments to affordable housing development should be evaluated and mitigated, when appropriate, to encourage developments of this nature.

- New multi-family housing developments should integrate affordable housing units so that their design complements the surrounding context.

The proposal is consistent with the policies related to compact, contiguous community form in the Comprehensive Plan. Those policies include:

- "The City will grow contiguously to manage the efficiency of public services and municipal infrastructure provision, to maintain a compact and well defined community form, and to oblige its fiscal responsibility."

The proposed subdivision adheres to the goal of placing development in areas where adequate public services and utility capacity are in place. Additionally, the proposed subdivision extends existing infrastructure and is designed to accommodate future growth to the north.

- "The street, sidewalk, and trail network should be continuous and citywide, connecting eastern neighborhoods and amenities to western ones, and northern neighborhoods and amenities to southern ones."

The proposed development will install sidewalks along Luther and County Road A system of sidewalks and trails is proposed in the interior of the development.

- "The development pattern should promote walking and bicycling within neighborhoods and to neighborhood commercial centers and corridors."

The proposed development includes sidewalks and trails, including sidewalk connections to the proposed commercial areas.

The proposal is consistent with the Comprehensive Plan policies regarding the character preservation of street, block and school patterns. Those policies include:

- "The future land use plan and necessary zoning changes will guide future development character, which addresses the design and intensity of development, the arrangement of buildings and parking areas, and the preservation of open space. "

The proposed development is consistent with the future land use plan.

The layout complies with zoning regulations. A substantial amount of open space is preserved.

- "The character of existing areas will be protected by requiring development of a compatible character or adequately transitioning and buffering areas of different character."

The proposed development is separated from adjacent residential development by Luther Road, a collector street. Additionally, the proposal includes a 30 foot landscaped buffer strip adjacent to the apartment units that abut Luther Road. This is also consistent with the Land Use Planning Framework goal for streetscape and intersection improvements in this corridor.

- "New streets must provide direct connections to already developed areas by way of continuing collector streets and providing access to and through the development."

The proposed development provides street connections as required.

This proposal is consistent with the Comprehensive Plan policies regarding land use compatibility and buffering. Those policies include:

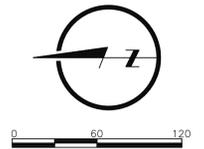
- "New development will be compatible with existing and well-established neighborhoods through appropriate use, site design, and patterns of development."

The proposed development places the more dense apartments approximately 340 feet north of the south property line and then to the northwest. The densest portion of the development will be screened from Luther Road with a 30 foot wide landscaped buffer area with berms. Additionally, the most intense portion of the development is located across from the bermed area of existing development, providing additional screening.

- "Development patterns should provide for transitions and buffering between various development types (e.g. residential and industrial). Where land uses of incompatible character abut, there should be adequate bufferyards to separate them. Pocket parks and linear greenways function as an effective screening and buffering tool between differing land use character types. Less intense nonresidential development may be appropriate next to residential development with suburban character standards used to mitigate adverse impacts."

The proposed development is consistent with this policy.

Fiscal Impact: None at this time.



VICINITY MAP

SCHEMATIC PLANT LEGEND AND SCHEDULE

ALL PLANTINGS SHALL BE PER THE APPROVED PLANT LIST PER UDC SECTION 11-813.03.A, SUPPLIED ONLINE VIA THE NEBRASKA STATEWIDE ARBORETUM: <https://plantnebraska.org/plants/>

	DECIDUOUS LARGE SHADE TREES - 2.5" DBH AT PLANTING - 30'-50' MATURE HEIGHT - 20'-30' MATURE WIDTH
	DECIDUOUS ORNAMENTAL TREES - 1.5" DBH AT PLANTING - 15'-25' MATURE HEIGHT - 15'-25' MATURE WIDTH
	CONIFEROUS TREES - 6" TALL AT PLANTING - 30'-40' MATURE HEIGHT - 20'-30' MATURE WIDTH
	SHRUBS - 5 GALLON AT PLANTING - 3'-5' MATURE HEIGHT - 3'-5' MATURE WIDTH

SURFACE RESTORATION SCHEDULE

	STORM WATER DETENTION BASIN AREAS - NATIVE GRASSES AND FORBS
	TURF GRASS LAWN AREA

LANDSCAPE REQUIREMENTS

LOT LANDSCAPING (SEC. 11-814.01) - SINGLE FAMILY ATTACHED/DETACHED

FRONT YARD
NO TREES PLANTED PER SECTION 11-814.01.B.1, TREES ARE PROPOSED FOR ALL STREET RIGHT-OF-WAYS WITHIN 15' OF FRONT PROPERTY LINES.

REAR YARD
NO TREES PLANTED PER SECTION 11-814-01.B.2, TREES ARE PROPOSED WITHIN A CORRIDOR BUFFER YARD ABUTTING LUTHER ROAD.

SITE LANDSCAPING (SEC. 11-814.02) - CLUBHOUSE & MULTI-FAMILY BUILDINGS

MINIMUM RADIUS AROUND BUILDINGS
PROPOSED PD DISTRICT - FRONT & STREET YARD = 8'
SIDE & REAR YARD = 6'

REQUIRED PLANTINGS (SEC. 11-814.02.C):
FRONT/STREET YARD - 1 SMALL TREE & 4 SHRUBS / 250 SF PLANTING AREA
SIDE/REAR YARD - 1 SMALL TREE & 2 SHRUBS / 250 SF PLANTING AREA

PARKING LOT LANDSCAPING (SEC. 11-814.03)

REQUIRED ISLAND PLANTINGS 1 / 30 PARKING SPACES

INTERIOR AND END CAP ISLAND REQUIREMENTS
1 LARGE OR 2 SMALL TREES AND GROUND COVER PLANTINGS

PARKING LOT CORNER PLANTED WITH 2 LARGE OR 5 SMALL TREES

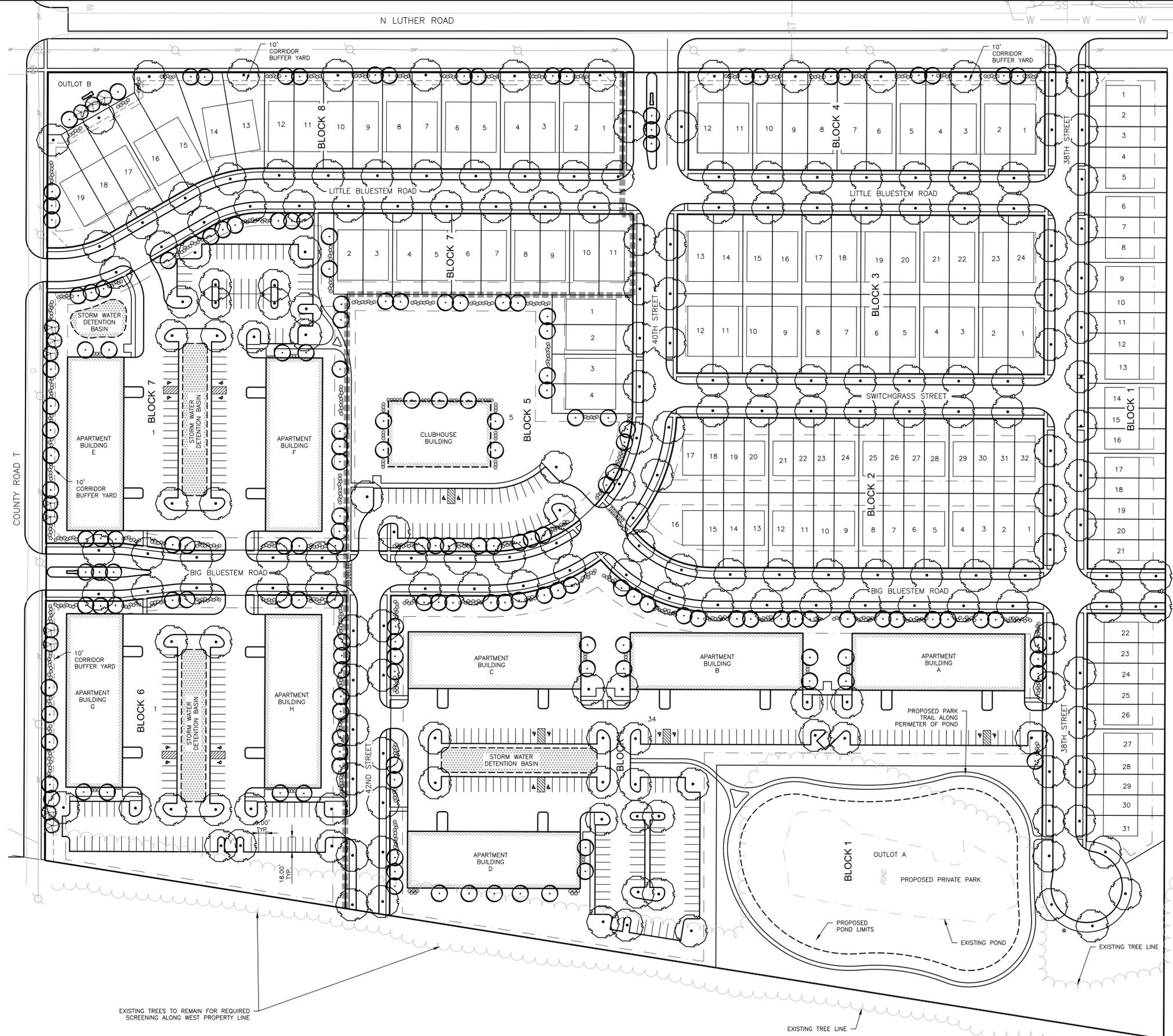
BUFFER BETWEEN PARKING LOT AND PROPERTY LINE OR STREET = 1 TREE / 500 SF

STREET TREES (SEC. 11-814.04)

STREET TREES ARE APPLICABLE/REQUIRED PER SEC. 11-814.04.A.2
- ALONG BOTH SIDES OF NEW STREETS IN PLANNED DEVELOPMENTS
- SPACED AT 60' ON CENTER BETWEEN SIDEWALK AND BACK OF CURB
- TREE LOCATIONS TO BE MODIFIED BASED ON RESIDENTIAL DRIVEWAY CONNECTIONS TO STREETS

BUFFER YARDS (SEC. 11-815.04)

CORRIDOR BUFFER YARDS (RESIDENTIAL ADJOINING ARTERIAL)
(UR) URBAN RESIDENTIAL
- ARTERIAL (LUTHER RD AND COUNTY RD T) = TYPE B BUFFER YARD REQUIRED
- PLANTINGS REQUIRED: 10' WIDTH, 2 TREES/100 LF, 8 SHRUBS/100 LF

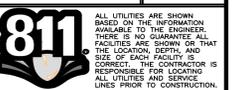


EXISTING TREES TO REMAIN FOR REQUIRED SCREENING ALONG WEST PROPERTY LINE

EXISTING TREE LINE

OVERALL LANDSCAPE PLAN
PLANNED DEVELOPMENT RESUBMITTAL
REZONING APPLICATION

BLUESTEM COMMONS
FREMONT, DODGE COUNTY, NEBRASKA



REVISIONS

DESIGNER / DRAFTER
MICHAEL SHARP
DATE
02/12/2020
PROJECT NUMBER
0119078.01
BOOK AND PAGE

SHEET

February 12, 2020

14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
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Ms. Jennifer Dam, AICP
Planning Director
City of Fremont Planning & Development Department
400 East Military Avenue
Fremont, NE 68026

REFERENCE: Bluestem Commons
 Planned Development – Project Narrative
 Job No. 0119078.01-002

Dear Ms. Dam:

Submitted herewith is the Bluestem Commons Project Narrative for the Planned Development Rezoning Application, as required by the City of Fremont PD Response Letter and Unified Development Code Section 11.405.07.

PROJECT NARRATIVE – as required by City of Fremont UDC – Section 11.405.07

The Fremont Community Housing project is a proposed PD – Planned Development located on the northeast side of the City of Fremont, consisting of approximately 34 acres at the southwest corner of County Road T and Luther Road. The existing zoning is R – Rural with adjacent zoning, consisting of R – Rural to the north, west, south, and the Ritz Lake subdivision to the east, which is zoned PD.

The overall concept of the proposed PD is to create a multi-product residential housing community consisting of multi-family buildings, townhomes (duplex and triplex units), and rowhomes (4 – 5 attached units), complemented with a centrally located multi-use clubhouse building and amenity space. The multi-family buildings will include a minimum of 30 units and maximum of 34 units for each building. The development is proposed to be constructed in two (2) phases and provide a mix of residential product types supporting a range of incomes. These housing types are focused on maintaining price points accessible to employees of expanding Fremont businesses, either by renting or through ownership.

The residential housing types listed above are the only permitted uses within the residential lots located throughout the development.

Proposed commercial uses are to be implemented only as additional leasable space within the centrally located clubhouse/leasing office building and are focused on supporting the residential community.

Commercial uses within the clubhouse building shall be as follows:

Permitted uses shall include but are not limited to:

- Restaurant/Coffee Shop (NO drive-thru window/automobile queueing lanes)
- Laundromat / Dry Cleaning
- Child Care Center
- Mail Services
- Retail Service Establishment (Boutique Commercial, Salon/Spa)
- Convenience Store/Neighborhood Market
- Office (Medical/Urgent Care, Insurance Agent, Lawyer, Accounting, Real Estate)

Conditional uses shall include but are not limited to:

- General Merchandise Retail Sales Establishment
- Mixed Use
- Farmers' Market
- Bar/Tavern
- Financial Services/Check Cashing

Prohibited uses shall include but are not limited to:

- Adult establishments
- Auto Sales and Service Establishments
- Automotive Repair Services/Car Wash
- Small Animal Veterinary Services
- Animal Grooming Facilities
- Financial Institutions (with drive-thru window/auto queueing lanes)
- Restaurant / Fast food (with drive-thru window/auto queueing lanes)
- Funeral Establishment/Funeral Home
- Small Animal Boarding Facilities
- Service Station

Intensity of Development - Residential

Residential density for the Bluestem Commons development is summarized in the table below.

<u>Category</u>	<u>Area (ac.)</u>	<u>No. of Units</u>	<u>Density, Units Per Acre</u>	<u>Max. Density, Units Per Acre – Urban Residential (Table 11-602.01)</u>	<u>Max. Density, units per acre (Table 11-602.01) + 10% Affordable Housing Bonus</u>
Multi-Family	13.43	276	20.55	24	26.40
Single-Family	14.27	132	9.25	16.14 (Duplex) 20.07 (Townhouse)	18.75 (Duplex) 22.08 (Townhouse)
Total	33.43	408	12.20	12.21	13.43

Notes

*Total area includes all internal street right-of-way, Clubhouse/Amenity lot, and Outlots A and B.

Overall residential density of the project is within the maximum allowed per UDC Table 11-602.01.

Intensity of Development – Non-Residential

Maximum Floor Area Ratio (FAR) for the non-residential uses within the clubhouse/leasing office building (Block 5, Lot 5) are 0.17 for one-story buildings and 0.34 for two-story buildings. Additional non-residential use regulators are noted on the PD Site Plan.

Mix of Housing Types

The mix of housing types for the Bluestem Commons development is summarized in the table below.

<u>Housing Type</u>	<u>No. of Buildings</u>	<u>% of Total</u>
Multi-Family - Apartments	8	14%
Row House	15	27%
Duplex/Triplex Total	33	59%
Duplex A (1-Story, Exterior Garage)	1-10	2% - 18%
Duplex B (1-Story, Interior Garage)	1-10	2% - 18%
Duplex C (2-Story, Interior Garage)	1-10	2% - 18%
Triplex 1 (1-Story, variation of Duplexes A or B)	1-3	2% - 5%
Triplex 2 (2-Story, variation of Duplex C)	1-3	2% - 5%
Total		
	56	100%

*NOTE: The Duplex and Triplex style homes have multiple façade designs and material finishes with a varying number of stories (1-story and 2-story) as well as garage placement (interior versus exterior). The exact design used on a lot is typically determined by demand, and it is estimated the 33 Duplex and Triplex Buildings will represent a minimum of four (4) different design types.

According to Table 11-602.03 of the Fremont Municipal Code, planned developments having greater than 150 units must include a minimum of four (4) housing types with a minimum of 10% for each housing type and a maximum of 50% for any one (1) housing type.

Multi-Family Residential – Apartments

The multi-family apartments are a mix of studios, 1, 2, and 3-bedroom units. The buildings are proposed slab on grade and there are 15 garages with six (6) dwelling units on the ground floor and 12 dwelling units on both the 2nd and 3rd floors. Based on building materials and design at the time of construction, the elevations shown in Figure 1 below are representational and subject to change as necessary.

Figure 1.

Front Elevation



Left Elevation



Right Elevation



Rear Elevation



Single Family Residential – Duplexes / Triplexes

The duplexes and triplexes are proposed to be a mix of both 1 and 2-story homes, as well as a mix of slab on grade and basements, all approximately 31' x 61'. Based on building materials and design at the time of construction, the elevations shown below in Figure 2 are representational and subject to change as necessary.

Figure 2.

Duplex A: 1-Story, Exterior Garage



Duplex B: 1-Story, Interior Garage



Duplex C: 2-Story, Interior Garage



Single Family Residential – Row Homes

The row homes consist of a mix between 3, 4, and 5 attached units available. All row house options are proposed to be 2-story homes, slab on grade, approximately 24' x 42'. Based on building materials and design at the time of construction, the elevations shown below in Figure 3 are representational and subject to change as necessary.

Figure 3.



Clubhouse/ Leasing Office and Commercial Use Building

A clubhouse/office building with commercial space is the only other proposed and permitted building within the residential lot area throughout the development. The proposed building is currently shown as a single story, slab on grade building with its own parking lot, centrally located with various amenities connected or within proximity to it. Based on building materials and design at the time of construction, the plan view and elevation shown below in Figure 4 are representational and subject to change as necessary.

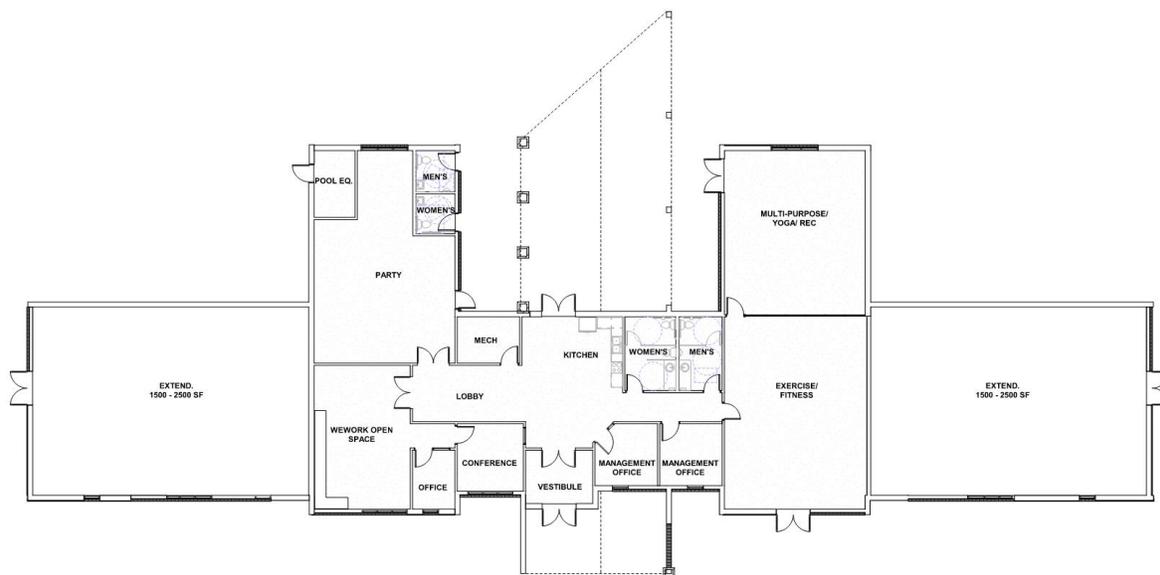
The clubhouse is meant to help support the community, with a programmatic management style to support residents and foster engagement/interaction (e.g. specified times for food truck events, trivia and movie nights, etc.). The clubhouse may also serve as a specific transit station/hub location for various city employers wishing to provide a means of transportation for larger groups of their employees.

Commercial space will be available for leasing opportunities and consist of approximately 50% of the building square footage. Permitted, conditional, and prohibited commercial uses are listed on page 1 and 2 of this narrative, however, certain neighborhood oriented commercial uses will be allowed with an administrative site plan approval as necessary.

Noncommercial uses within the clubhouse building shall include but are not limited to:

- General offices
- Fitness center
- Multi-purpose room
- Conference center and work space rooms
- Common lounge

Figure 4.
Plan View



Front Elevation



Amenity spaces to be accessible to all residents are intended to be centrally located adjacent to the clubhouse building and shall include but not be limited to the following:

Phase 1 and/or 2

- Sundeck
- BBQ, picnic area, and play structures
- Dog park / dog run
- Walking trail and outdoor trails around the lake

Additional amenities being considered

- Sports courts/fields
- Playground equipment
- Workplace transportation
- Swimming pool

Dedications & Easements

Land along both County Road T and Luther Road is being dedicated to the City of Fremont for public right-of-way purposes, which will update Luther Road to a 120' wide R.O.W. and County Road T to an 80' wide R.O.W. Easements have been created for private storm and sanitary sewer lines as well as a sanitary lift station. Please reference the plat documents for all dedications and easements.

Sanitary Improvement District

A Sanitary & Improvement District (SID) will be formed for the construction of public infrastructure. The SID will be responsible for maintenance of public sewers, water mains, streets, Outlots A and B, and for the private park in Outlot A (to be shown on the preliminary plat). A neighborhood association will be formed through covenants and be responsible for maintenance of the areas around the clubhouse and amenity space, as well as the main entrance monument signs.

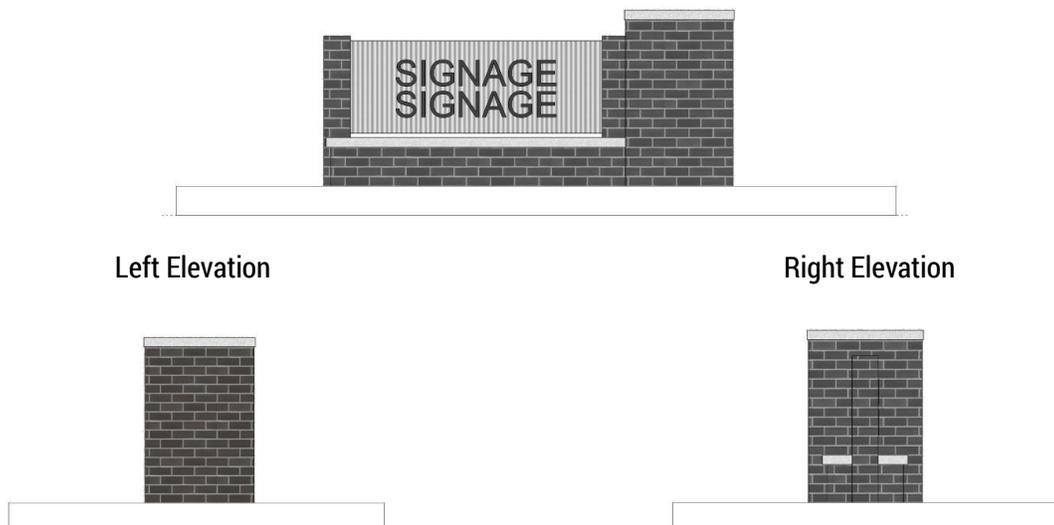
Monument and Neighborhood Signage

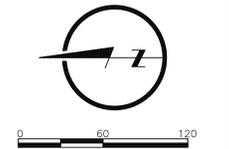
A neighborhood sign with complementary landscaping is proposed within Outlot B at the corner of County Road T and Luther Road and will be maintained by the SID as noted above. This sign will be located to comply with sight triangle requirements and shall meet all other UDC signage requirements.

Two (2) monument signs are proposed for the development, each to be located within the roadway medians at both main entrances to the development. Phase 1 would include a sign within the median at the intersection of 40th Street and Luther Road, while Phase 2 would add the other sign in the median at Big Bluestem Road and County Road T. Conceptually, the signs are 6' high by 14' long. Based on building materials and design at the time of construction, the elevations shown below in Figure 5 are representational and subject to change as necessary.

The owners acknowledge signs are not currently allowed within street ROW's per the UDC and anticipate requesting permission from the City Council to locate them within the medians as noted above and as shown on the PD Site Plan. This request is being made to take advantage of the fill required to elevate Big Bluestem Road and 40th Street. Locating the signs within the medians would help elevate them high enough to minimize flooding potential and would be the most visually advantageous to help clearly identify the development for vehicles travelling in both directions. Locating the signs within the medians with proposed landscaping and concrete curbing will also help protect them. All maintenance required will be the neighborhood association's responsibility. The signs will be located to comply with sight triangle requirements and shall meet all other UDC signage requirements.

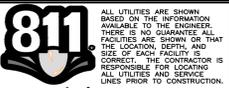
Figure 5.
Front/Rear Elevation





**SITE LAYOUT DEVELOPMENT PLAN
PLANNED DEVELOPMENT RESUBMITTAL
REZONING APPLICATION**

**BLUESTEM COMMONS
FREMONT, DODGE COUNTY, NEBRASKA**

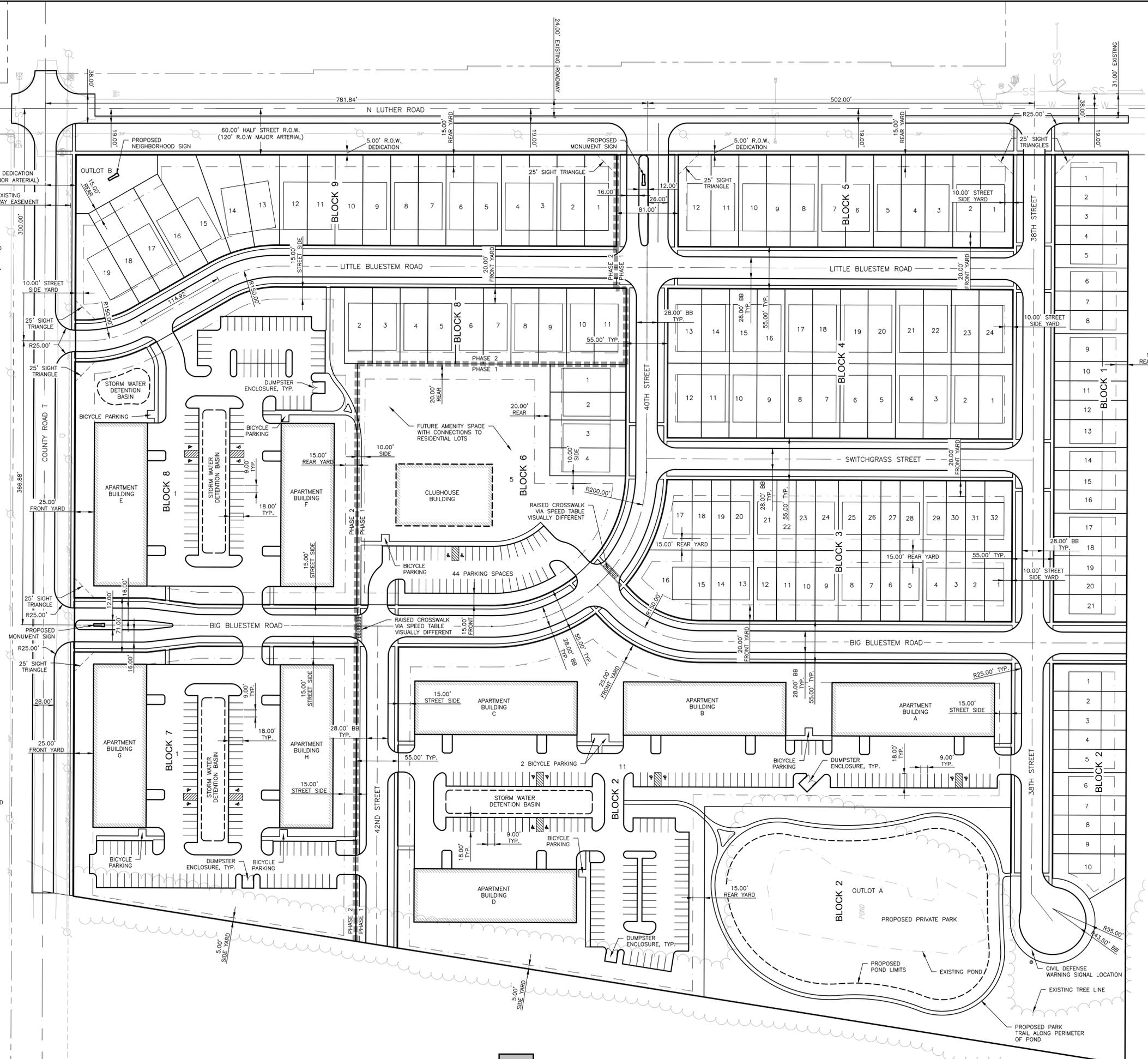


ALL UTILITIES ARE SHOWN BASED ON THE INFORMATION AVAILABLE TO THE ENGINEER. THERE IS NO GUARANTEE AS TO THE LOCATION, DEPTH, AND SIZE OF EACH FACILITY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES AND LOCATING LINES PRIOR TO CONSTRUCTION.

REVISIONS	

DESIGNER / DRAFTER
MICHAEL SHARP
DATE
02/12/2020
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BOOK AND PAGE

SHEET



ZONING
EXISTING ZONING: R - RURAL
PROPOSED ZONING: PD - PLANNED DEVELOPMENT

OVERALL DEVELOPMENT
TOTAL SITE AREA: 34.41 ACRES
BUILDING AREA COVERAGE: 7.46 ACRES (21.7%)
IMPERVIOUS COVERAGE: 9.15 ACRES (26.6%)
PERVIOUS COVERAGE: 17.80 ACRES (51.7%)

APARTMENT BUILDINGS A - H
THE SIZE AND SHAPE OF ALL APARTMENT BUILDINGS ARE REPRESENTATIVE AND SUBJECT TO CHANGE. EACH APARTMENT BUILDING AS SHOWN HAS AN APPROXIMATE AREA FOOTPRINT OF 13,200 SF AND CONSISTS OF 3 FLOORS TOTALING 30 UNITS (34 UNITS MAXIMUM) WITH A MIX OF STUDIO, 1 BEDROOM, 2 BEDROOM, AND 3 BEDROOM UNITS.
- GROUND FLOOR HAS 15 GARAGES AND 6 UNITS
- FLOORS 1 AND 2 HAVE 12 UNITS PER FLOOR

3 TOTAL LOTS - 276 UNITS MAXIMUM
FRONT YARD SETBACK: 25'
REAR YARD SETBACK: 15'
INTERIOR SIDE YARD SETBACK: 5'
STREET SIDE YARD SETBACK: 15'

PARKING CALCULATIONS
MULTI-FAMILY: BLOCK 1 - LOT 34 (BUILDINGS A - D)
180 SPACES REQUIRED (INCLUDING 6 ACCESSIBLE SPACES)
240 SPACES DESIRED
241 SPACES PROVIDED VIA PARKING LOT (INCLUDES 8 ACCESSIBLE SPACES)
9 BICYCLE PARKING SPACES REQUIRED
20 BICYCLE PARKING SPACES PROVIDED

MULTI-FAMILY: BLOCK 7 - LOT 1 (BUILDINGS E & F)
90 SPACES REQUIRED (INCLUDING 4 ACCESSIBLE SPACES)
120 SPACES DESIRED
131 SPACES PROVIDED VIA PARKING LOT (INCLUDES 4 ACCESSIBLE SPACES)
5 BICYCLE PARKING SPACES REQUIRED
10 BICYCLE PARKING SPACES PROVIDED

MULTI-FAMILY: BLOCK 6 - LOT 1 (BUILDINGS G & H)
90 SPACES REQUIRED (INCLUDING 4 ACCESSIBLE SPACES)
120 SPACES DESIRED
133 SPACES PROVIDED VIA PARKING LOT (INCLUDES 4 ACCESSIBLE)
5 BICYCLE PARKING SPACES REQUIRED
10 BICYCLE PARKING SPACES PROVIDED

CLUBHOUSE/OFFICE/COMMERCIAL (APPROXIMATE 10,000 SF BUILDING)
10,000 SF GROSS FLOOR AREA @ 50% PARKING FLOOR AREA = 5,000 PFA
OFFICE USE: 1,000 PFA @ 1/300 = 3 SPACES
CLUBHOUSE USE: 1,500 PFA @ 1/100 = 15 SPACES
COMMERCIAL USE: 2,500 PFA @ 1/100 = 25 SPACES
TOTAL SPACES REQUIRED = 43 (INCLUDING 2 ACCESSIBLE SPACES)
44 SPACES PROVIDED (INCLUDING 2 ACCESSIBLE)

SINGLE FAMILY RESIDENTIAL ATTACHED - ROW HOUSES
63 TOTAL LOTS
MINIMUM LOT WIDTH: 24'
FRONT YARD SETBACK: 20'
REAR YARD SETBACK: 15'
INTERIOR SIDE YARD SETBACK: 5'
STREET SIDE YARD SETBACK: 10'

SINGLE FAMILY RESIDENTIAL ATTACHED - DUPLEX/TRIPLEX
69 TOTAL LOTS
MINIMUM LOT WIDTH: 36'
FRONT YARD SETBACK: 20'
REAR YARD SETBACK: 15'
INTERIOR SIDE YARD SETBACK: 5'
STREET SIDE YARD SETBACK: 10'

CLUBHOUSE/OFFICE/COMMERCIAL LOT
THE SIZE AND SHAPE OF THE BUILDING IS REPRESENTATIVE AND SUBJECT TO CHANGE.

FLOOR AREA RATIO (FAR)
0.17 (1-STORY)
0.34 (2-STORY)

MAX. BUILDING GROSS AREA
15,000 SF (1-STORY)
30,000 SF (2-STORY)

MAX. BUILDING HEIGHT: 35'
MIN. STREET FRONTAGE: 60'
FRONT YARD SETBACK: 15'
REAR YARD SETBACK: 20'
INTERIOR SIDE YARD SETBACK: 10'
STREET SIDE YARD SETBACK: 15'

3 BICYCLE PARKING SPACES REQUIRED
5 BICYCLE PARKING SPACES PROVIDED

STREET IMPROVEMENTS
STOP SIGNS ARE TO BE PLACED AT ALL ENTRANCE POINTS ONTO LUTHER ROAD AND COUNTY ROAD T AS WELL AS SIDE STREET POINTS ENTERING ONTO 40TH STREET AND BIG BLUESTEM ROAD.



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 4551 EAST 23RD STREET, FROM GC GENERAL COMMERCIAL AND R-3/TND MIXED-DENSITY RESIDENTIAL WITH A TRADITIONAL NEIGHBORHOOD DEVELOPMENT OVERLAY TO PD PLANNED DEVELOPMENT; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a request for Zoning Change was filed with the offices of the Department of Planning, City of Fremont (City); and

WHEREAS, the City has determined that the subject property is zoned GC General Commercial and R-3/TND Mixed-Density Residential with a Traditional Neighborhood Development overlay; and

WHEREAS, the owner desires zoning district designation of PD Planned Development; and

WHEREAS, a public hearing on the proposed Zoning Change was held by the Planning Commission on April 17, 2017, and subsequently by the City Council on April 25, 2017; and

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

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

SECTION I. ZONING. That paragraph "b" of Article 406 of Ordinance No. 3939 as it pertains to the Official Zoning Map is changed to rezone the following described real estate, from GC General Commercial and R-3/TND Mixed-Density Residential with a Traditional Neighborhood Development overlay to PD Planned Development:

PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE N90°00'00"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 1467.84 FEET TO THE SOUTHEAST CORNER OF THE TRACT RECORDED IN BOOK 172, PAGE 598; THENCE N00°19'55"E ALONG THE EAST LINE OF SAID TRACT BEING PARALLEL TO THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 1188.61 FEET; THENCE S90°00'00"W ALONG THE NORTH LINE OF SAID TRACT BEING PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 409.96 FEET; THENCE S00°19'55"W ALONG THE WEST LINE OF SAID TRACT BEING PARALLEL TO THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 913.29 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE DODGE COUNTY TRACT RECORDED IN BOOK 187, PAGE 239; THENCE N40°21'30"W ALONG THE NORTHEASTERLY LINE OF SAID TRACT A

DISTANCE OF 876.47 FEET TO A POINT ON THE EASTERLY LINE OF THE NEBRASKA DEPARTMENT OF ROADS TRACT RECORDED IN BOOK 2005, PAGE 1255; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID TRACT; N26°59'19"W A DISTANCE OF 25.23 FEET; ALONG A 260.00 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 188.07 FEET THROUGH A CENTRAL ANGLE OF 41 °26'39" HAVING A LONG CHORD BEARING N19°42'31"W A DISTANCE OF 183.99 FEET; N01°00'49"E A DISTANCE OF 362.84 FEET; ALONG A 260.00 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 163.90 FEET THROUGH A CENTRAL ANGLE OF 36°07'09" HAVING A CHORD DIRECTION N19°04'23"E AND A CHORD LENGTH OF 161.20 FEET; N37°07'58"E A DISTANCE OF 638.29 FEET; ALONG A 410.00 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 378.94 FEET THROUGH A CENTRAL ANGLE OF 52°57'20" HAVING A LONG CHORD BEARING N63°36'38"E A DISTANCE OF 365.60 FEET; S89°54'42"E PARALLEL TO THE NORTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 831.14 FEET; N00°05'18"E PERPENDICULAR TO THE NORTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 216.00 FEET; N88°51'45"E A DISTANCE OF 934.83 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER SAID POINT LYING 90.00 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE S00°27'53"W ALONG SAID EAST LINE A DISTANCE OF 2558.76 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE EASTERLY A DISTANCE OF 1,597.17 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION; THENCE SOUTHERLY DEFLECTING 90°00'00" RIGHT, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTHERLY DEFLECTING 00°00'00", A DISTANCE OF 50.00 FEET; THENCE SOUTHWESTERLY DEFLECTING 45°00'00" RIGHT, A DISTANCE OF 65.05 FEET; THENCE WESTERLY DEFLECTING 45°00'00" RIGHT, A DISTANCE OF 917.00 FEET; THENCE NORTHEASTERLY DEFLECTING 127°14'56" RIGHT, A DISTANCE OF 120.60 FEET; THENCE EASTERLY DEFLECTING 52°45'04" RIGHT, A DISTANCE OF 890.00 FEET TO THE POINT OF BEGINNING.

SECTION 2. ADMINISTRATION. That the Land Use Regulations, attached hereto and incorporated herein as Exhibit A, shall be the governing land use regulations for the aforementioned property, and such Land Use Regulations shall be identified by the letters "PD" followed by an identifying number, said number coinciding with the ordinance enacting the same.

SECTION 3. 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 4. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

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

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

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

Gallery 23 East

A Planned Unit Development (PUD)

Land Use Regulations

Fremont, Nebraska

It is the intent of these Land Use Regulations to ensure alignment of policy standards with the public and private use of land. These Land Use Regulations reflect the Master Plan for the proposed mixed-use development and shall be considered the binding land use regulations for the continued use and development of the subject properties.

Prepared for:

The City of Fremont
400 E. Military Avenue
Fremont, Nebraska 68025

Prepared by:

Olsson Associates
601 P Street, Suite 200
Lincoln, Nebraska 68508

Olsson Project No. 017-0103

March 2017

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Attachments

- Appendix A – Boundary Map
- Appendix B – Proposed Zoning Areas
- Appendix C – Master Site Plan
- Appendix D – Commercial Pad Sites Master Site Plans
- Appendix E – Utility Connections Map

Chapter 100 – Regulations Generally Applicable to All Tracts

101 Administration

Regulations of the most current Fremont Municipal Code (FMC) shall apply to the subject properties shown on the site plan unless specifically modified by these Land Use Regulations.

Master Plan:

Gallery 23 East Planned Unit Development (PUD) is located southeast of the intersection of 23rd Avenue (Hwy 30) and Hwy 275. The PUD is intended to provide planned residential, multi-family residential, office, retail, and services as a mixed-use development. The PUD is authorized and submitted as a planned unit development district pursuant to Article 5 of the Fremont Municipal Zoning Code. The PUD includes five sub-areas:

- Residential
 - This area is approximately 39.5 acres and will provide approximately 112 lots for single family residences. The lots vary in size and provide a diversified supply of housing.
- Attached Single Family Residential
 - This area is approximately 7.4 acres and will provide approximately 48 lots for duplex construction.
- Multi-Family Residential
 - This area is approximately 11.6 acres and will provide approximately 220 units.
- General Commercial
 - This area is approximately 46.5 acres and will provide approximately 480,000 SF of various commercial uses.

102 Definitions

Block means an area of land surrounded on all sides by streets or other transportation rights-of-way or by physical barriers such as water bodies or public open spaces. Blocks are normally divided into lots.

Building means any structure built and maintained for support, shelter, or enclosure of persons, animals, chattels, or property of any kind, but shall not include temporary buildings.

Building Area shall mean the sum in square feet of the areas occupied by all buildings and structures on a lot.

Building Height means the height of a building. See Height.

Business means activities that include the exchange or manufacture of goods or services on a site.

Shopping Center means a building containing more than one commercial business, or any group of non-residential buildings within a common development, characterized by shared parking and access.

Commercial Retail means commercial and retail uses that do not include regular outside storage or sales. The term includes uses that are comparable to the following:

1. Furniture and home furnishings stores;
2. Electronics and appliance stores;
3. Paint and wallpaper stores;
4. Hardware stores;
5. Food and beverage stores;
6. Health and personal care stores;
7. Clothing and clothing accessory stores;
8. Sporting goods, hobby, book, and music stores;
9. General merchandise stores; and
10. Miscellaneous store retailers.

Corner lot means a lot located at the junction of at least two streets, private ways or courts or at least two segments of a curved street, private way or court, at which the angle of intersection is no greater than 135 degrees.

Drive-in Services means uses which involve the sale of products or provision of services to occupants in vehicles.

Driveway Approach means an area of the public right-of-way located between the roadway and property adjacent to the public right-of-way that is intended to provide access for vehicles from the roadway to the adjacent property.

Driveway means any vehicular access to an off-street parking or loading facility.

Dwelling means a building, or portion thereof, used as a place of residence, containing sleeping, cooking, and sanitary facilities, excluding commercial lodging facilities.

Dwelling, Attached means two or more dwelling units in a single structure or attached structure, each of which could have a single lot, which are separated from each other by a dividing wall. Such units may be side-by-side, back-to-back, or both. This includes townhomes.

Dwelling, Multifamily means a structure that contains more than two dwelling units, with direct access to the outside or through a common hallway, with a separate kitchen facility and living quarters in each unit. The phrase includes multifamily buildings and multiplexes and does not include buildings configured as attached dwellings.

Dwelling, Single-Family Detached means a dwelling unit, designed for and occupied by not more than one family and having no roof, wall, or floor in common with any other dwelling unit.

Dwelling Unit means one or more rooms physically arranged so as to create an independent housekeeping establishment for occupancy by one family, with separate facilities for all of the following: sanitation, living, sleeping, cooking, and eating.

Easement means any portion of a parcel that is subject to an agreement between the property owner and another party, which grants the other party the right to make limited use of that portion of the property for a specified purpose.

Frontage means the horizontal distance between the side lot lines measured at the point where the side lot lines intersect the street right-of-way. On curvilinear streets, the arc between the side lot lines shall be considered the lot frontage.

Grade means the average level of the finished surface of the ground adjacent to the exterior walls of a building.

Grade, Average means the finished average ground elevation along the perimeter of a building.

Grading means the average natural level of the ground adjoining a structure. Where grade refers to a street or road, it is the existing grade at that point.

Height is the vertical distance from the established grade to the highest point of the coping of a flat roof, the deck line of a mansard roof, or to the average height between eaves and the ridge for gable, hip, shed, or gambrel roofs. For other cases, height is measured as the vertical distance from the established grade to the highest point of a structure as herein defined. Where a building or structure is located on a slope, height shall be measured from the average grade level adjacent to the building or structure.

Landscaped Area means any area that is landscaped, including modifications of the existing landscape for an aesthetic or functional purpose, such as drainage enhancements or the preservation and maintenance of existing vegetation, together with minor structures and appurtenances such as outdoor furniture, retaining walls, and water features, public art, and fountains.

Landscaping means the design and installation of plant material such as lawns, groundcover, trees, bushes, etc., in formal, informal, or natural arrangements.

Land Use means the principal use of land (“principal land use”), which is the use of land on an ongoing basis for a particular purpose, or an ongoing use which occupies permanent buildings or facilities on the land (e.g., a farm, a store, a dwelling unit, or a new neighborhood). Land uses are classified and enumerated in Article Three, *Land Uses* and defined in this Article.

Lot means a parcel of land with boundaries established by a legal instrument such as a recorded deed, court order, or a recorded plat, which is recognized as a separate legal entity for purposes of transfer of title. This definition shall not be construed to make lots that were not lawfully created conforming with this UDO.

Lot Area means the area of a lot within the lot lines.

Lot Coverage means the proportion of a lot that is covered with impervious surfaces, such as buildings, concrete, impervious pavers, or asphalt surfaces.

Lot Depth is the average depth measured in the mean direction of the side lot lines from the front street line to the rear lot line. The rear line shall be deemed to be not farther back than a line drawn parallel with the front street line, entirely on the lot, and not less than 10 feet long.

Lot, Double Frontage means a lot, other than a corner lot, having frontage on two streets, private ways, or courts. Primary access shall be restricted on a double frontage lot to the minor of the two streets or to the front line as determined at the time of platting or as defined by this UDO (also known as a through lot).

Lot Line means the property line bounding a lot.

Lot Line, Front means the lot line separating a lot and a public or private street right-of-way or easement.

- A. For an interior lot, the lot line separating the lot from the right-of-way or easement
- B. For a corner lot, the shorter lot line abutting a public or private street or easement. In instances of equal line dimension, the front lot line shall be determined by the Building Official, or as may be noted on the final plat.
- C. For a double frontage lot, the lot lines separating the lot from the right-of-way or easement of the more minor street. In cases where each street has the same classification, the front lot line shall be determined by the Building Official at the time of application for the original building permit for the lot, or as may be noted on the final plot.

Lot Line, Interior Side means the lot line that connects the front lot line to the rear lot line, running generally perpendicular, radial, or at angles to the street.

Lot Line, Rear shall mean a lot line not abutting a street which is opposite and most distance from the front lot line.

Lot Line, Side means any lot line not a front lot line or rear lot line.

Lot, Through means a lot having frontage on two dedicated streets, not including a corner lot.

Lot, Width means the width of a lot.

Mixed Use Building means a building or structure that incorporates two or more use types within a single building or structure, provided that each use type is permitted within the individual Base Zoning District in which the building or structure is to be located.

Multifamily Dwelling means a building arranged, intended, or designed to be occupied by three or more families living independently of each other. The phrase includes apartments and multiplex units.

Multiplex means a multi-family building type that is designed to resemble a large single-family home. Units may have either private or shared access and may be arranged in a variety of configurations, including back-to-back, side-to-side, or over-under. Multiplex buildings contain three to five dwelling units per building.

Parking Facility means an area on a lot and/ or within a building, including one or more parking spaces, along with provision for access circulation, maneuvering, and landscaping, meeting the requirements of this UDO. Parking facilities include parking lots, private garages, and parking structures.

Permit means one or more documents issued by the City allowing a person to begin an activity provided for in this UDO or other codes, ordinances, and regulatory provisions administered by the City. A permit allows only the work or development specified in the permit.

Permitted Use means a use allowed by right in a zoning district without the need for special administrative review and approval, upon satisfaction of the standards and requirements to this UDO.

Right-of-Way means an area or strip of land, either public or private, on which an irrevocable right of passage has been dedicated, recorded, or otherwise legally established for the use of vehicles or pedestrians or both.

Sign means a name, display, identification, device, notice, figure, painting, drawing, message, placard, poster, word, bulletin board, symbol, letter, numeral, emblem, trademark, flag, or banner, pennant, or other illustration which is affixed to or painted or represented directly or indirectly upon a building, or other outdoor surface, or parcel of land and which directs attention to an object, product, place, activity, person, institution, organization, or business, and is visible from any alley, street, highway, sidewalk, or other public way, whether such is placed out of doors or in windows. The term sign does not include any display of official notices of courts or other public offices, nor the flag, emblem or insignia of a nation, political unit, school, or religious group. The term "sign" shall not include the merchandise, which is for sale on the premises, the packaging or container for such merchandise, or any writings or other symbols on such merchandise, container, or packaging.

Single-Family (also called "Single-Family Detached") means dwelling units that are:

1. Located in individual buildings that are constructed on:
 - a. Individual lots; or
 - b. Land that is designated as a limited common element in a declaration of condominium;
2. Separated from each other by outside walls; and
3. Intended for the use of a single housekeeping unit.

The term does not include patio/garden homes nor townhomes.

Site means the parcel of land to be developed or built upon. A site may encompass a single lot; or a group of lots developed as a common development under the special and overlay districts provisions of this ordinance.

Slope means the change in the vertical measurement divided by the change in the horizontal measurement.

Stormwater means the flow of water which results from precipitation and which occurs immediately following rainfall or snowmelt.

Stormwater Management means the mitigation of the hydrological impacts of lost natural runoff storage by the use of constructed storage facilities.

1. For water quantity control, a system of vegetative, structural, and other measures that may control the volume and rate of stormwater runoff which may be caused by land disturbing activities or activities upon the land; and
2. For water quality control, a system of vegetative, structural, and other measures that control adverse effects on water quality that may be caused by land disturbing activities or activities upon the land.

Stormwater Runoff means surplus surface water generated by rainfall that does not seep into the earth but flows over land to flowing or stagnant bodies of water.

Street means a strip of land, comprising the entire area within the right-of-way, intended for use as a means of vehicular and pedestrian circulation to provide access to more than one lot. The term does not include the establishment of a common driveway for access purposes for no more than three separate parcels that are contiguous to one another.

Street Centerline means the centerline of a street right-of-way as established by official surveys.

Street Frontage means the linear measurement of a parcel along a street line, private road, or right-of-way to which the parcel abuts.

Street, Local means a street that is designed and constructed to provide access to individual lots.

Street, Private means any street right-of-way that is not dedicated to public use.

Street, Public means any street right-of-way dedicated to public use or maintained by a Federal, State, or local unit of government.

Street Right-of-Way means the area of right-of-way that includes an existing or future public street, which may be represented on a plat, deed, or other conveyance, or acquired by prescription. The street right-of-way may also include areas for sidewalks, utilities, parkways, medians, and drainage.

Subdivider means any person, firm, partnership, corporation or other entity, acting as a unit, subdividing or proposing to subdivide land.

Subdivision means the division or redivision of a lot, tract, or parcel of land, by any means, including by means of a plan or a description by metes and bounds, into two or more lots, tracts, parcels, or other divisions of land, for the purpose, whether immediate or future, of lease, of the transfer of ownership, or of building development.

Townhouse means a single-family attached dwelling unit, with a single unit going from ground to roof and with individual outside access.

Tree, Evergreen means a broad leaf evergreen tree or cone-bearing evergreen tree that, at maturity, typically has a height of greater than 35 feet. For the purposes of this UDC, evergreen trees that typically have a height of 12 to 35 feet at maturity are considered understory trees, and evergreens that typically have a height of less than 12 feet at maturity are considered shrubs.

Tree, Large means a tree with a canopy that, at maturity, would occupy the upper level of a forest in a natural ecological situation. These trees are commonly called shade trees. They typically reach heights of more than 50 feet at maturity.

Tree, Small means a tree with a canopy that would occupy the intermediate level of a forest in a natural ecological situation. They are also found as dominant species in old field succession. These trees are commonly called ornamental trees. Understory trees are deciduous trees that typically reach heights of 12 to 44 feet at maturity, and evergreen trees that typically reach heights of 12 to 35 feet at maturity.

Utility means a commodity or service which is of public consequence and need such as electricity, gas, sewer, water, transportation, television cables, or telephone service.

Utility Easement means the same as "Easement".

Variance means a modification from the provisions of this UDO in cases when the enforcement of its provisions would result in necessary hardship. A variance, therefore, permits construction and development in a manner otherwise prohibited by this UDO. **Yard** means an unoccupied space open to the sky on the same lot with a building or structure. A required yard is the distance between the lot line and the setback that is required from that lot line.

Yard, Front means a space between the front yard setback line and the front lot line, and extending the full width of the lot.

Yard, Rear means a yard extending the full width of the lot between the rear lot line and the parts of the principal building erected thereon. For a corner lot, the rear yard shall not extend beyond the building setback line on the street side.

Yard, Required means that portion of a lot which lies between a lot line and the corresponding building setback line or the required landscape area. This area shall be unoccupied and unobstructed from the ground upward except as may be specifically provided for or required by this ordinance.

- a. *Front Yard*: The space extending the full width of a lot, lying between the front lot line and the front setback line. For a corner lot, the front yard shall normally be defined as that yard along a street which meets one of the following two criteria:
 1. The yard along the block face to which a greater number of structures are oriented; or
 2. The yard along a street that has the smaller horizontal dimension.
- b. *Rear Yard*: The space extending the full width of a lot, lying between the rear lot line and rear setback line.
- c. *Side Yard*: The space extending from the front setback line to the rear setback line, lying between the side yard setback line and the interior lot line.
- d. *Street Side Yard*: On a corner lot, the space extending from the front yard to the rear yard, between the street side yard setback line and the street side lot line.
- e. *Street Yard*: The area between the horizontal face of the building parallel or generally parallel to the corridor.

Yard, Side means a yard between the principal building and the side line of the lot, extending from the front yard to the rear yard.

Yard, Street means a yard extending the full width of the lot between the street line and the parts of the principal building erected thereon, setting back from and nearest such street line.

103 Zoning

The **Gallery 23 East** neighborhood structure shall incorporate the following characteristics:

- a. To the extent practical, neighborhoods - the basic building blocks of the community - are designed with a five to ten minute walking distance to the edge to commercial core.
- b. A mix of residences, shops, workplaces, civic, and recreational uses are included in close proximity to each other.
- c. Civic uses reinforce the identity of the neighborhood and provide places for purposeful assembly.

The zoning shall incorporate five sub-areas:

- Single Family Residential (R-3 Zone)
 - This area is approximately 39.5 acres and will provide approximately 112 lots for single family residences. The lots vary in size and provide a diversified supply of housing.
- Attached Single Family Residential (R-3 Zone)
 - This area is approximately 7.4 acres and will provide approximately 48 lots for duplex construction.
- Multiple Family Residential (R-4 Zone)
 - This area is approximately 11.6 acres and will provide approximately 220 units.
- General Commercial (GC Zone)
 - This area is approximately 46.5 acres and will provide approximately 480,000 SF of various commercial uses.

104 Subdivision

Regulations of the Fremont Subdivision Ordinance (FSO) shall apply to the PUD unless specifically modified by these Land Use Regulations.

105 Site Development

Signage Guidelines

General Sign Parameters

- All signs must be made up of individual illuminated letters.

- Lettering on all store signs shall be limited to business or trade name. No sign manufacturer's name, union labels, or other lettering shall be visible. Logo signs will be reviewed on an individual basis, but in general logos will not be allowed.
- No exterior sign or sign panel will be permitted to extend above any roof or parapet line.
- Manufacturers' labels, underwriters' labels, clips, brackets, or any other form of extraneous advertising attachment or lighting devices shall be fully concealed from public view. Labels installed on sign returns are not permitted.
- No exposed lamps or tubing will be permitted.
- No exposed raceways, crossovers or conduits will be permitted.
- All signage returns shall either match face color of sign or blend with adjacent building color.
- All cabinets, conductors, transformers and other equipment shall be concealed from public areas, visible fasteners will not be permitted.
- All metal letters shall be fabricated using full-welded construction, with all welds ground smooth so as not to be visible.
- Acrylic or trim cap retainers used at the perimeter of sign letter faces shall match in color and finish the face or the sides of the sign.
- Threaded rods or anchor bolts shall be used to mount sign letters, which are spaced out from the building face. Angle clips attached to letter sides will not be permitted. All mounting attachments shall be sleeved and painted.
- Except as provided herein, no advertising placards, banners, pennants, names, insignia, trademarks, or other descriptive materials shall be affixed or maintained upon the glass panes and supports of the storefront windows and doors, within 4' of the storefront.
- Any Plexiglas sign faces shall not be clear.
- Sign illumination shall be internal and self-contained.
- All electric signs and installation methods must meet UL standards and contain a UL label.
- Decals or other signing indicating products lines or credit card acceptability shall not be permitted on the storefront glazing other than stores operating hours.
- All illuminated signs must be turned on during the Shopping Center's normal operating hours. The use of time clocks for sign and show window lighting is required, and should be adjusted and coordinated with the shopping center.
- Tenant is fully responsible to comply with all local codes beyond those stated in this criteria as well as receipt of a sign permit approval from the City of Fremont.

- Tenants are required to provide a concealed access panel from within the Tenant's premises, if applicable, to service and install exterior building signage.

Shopping Center Sign Parameters

- Sign area shall be on the building faces above the entrances and as part of the building design.
- The maximum height for letters in the body of the sign shall not exceed 48" in height. Total for all signs shall not exceed a maximum of 500 square feet or 30% of the wall area whichever is less.
- Maximum one sign per building facade with a maximum of (3) three for corner locations.
- Signage shall be illuminated individual letters mounted to the face of the building. The use of a colored or frosted Plexiglas face is required.
- Any allowable tag lines shall be individual illuminated letters (no box signs). The width of the tag line shall not exceed the width established for the primary signage.

Individual Lot Sign Parameters

- The maximum height for letters in the body of the sign shall not exceed 36" in height.
- A maximum of two (2) wall signs and one-monument signs, or three (3) wall signs are allowed. Refer to "Monument Signage for monument sign information.
- Signs shall not extend more than 8" beyond the face of the surface to which the sign is mounted.
- All signs must be illuminated and shall derive light from a concealed source. No exposed lamps, globes, tubes, etc. will be permitted.
- Signage shall be illuminated individual letters mounted on the buildings opaque background. The use of a colored or frosted Plexiglas face is required. Colored backer panels are not allowed.
- Each restaurant tenant shall be allowed a "Take Out Entry" sign, which is a maximum of five (5) square feet located above the specified door. This sign's square footage shall be part of the allowable sign square footage for the respective elevation.
- Any allowable tag lines shall be individual illuminated letters (no box signs). The width of the tag line shall not exceed the width established for the primary signage.

Signs not Permitted

The following types of signs shall not be permitted:

- Signs such as die cut vinyl, gold or silver leaf, or paint.

- Boxed pillow or cabinet type.
- Formed plastic or injection molded plastic signs.
- Banners or pennants.
- Signature signage (window sign or sign plate indicating name of shop or good sold) in addition to primary signage.
- Exposed neon signs.
- Animated, moving, rotating or flashing.
- Noise making.
- Awning signage.
- Other signage as indicated in the City of Fremont Zoning Guidelines.

Monument Signage

A monument sign is allowed for each single tenant out parcel with frontage on a public street. Only one monument sign will be permitted. The sign shall architecturally tie into the shopping center. The actual signage shall be individually illuminated letters. The signage shall not exceed 50 square feet in area and 6 feet in height if located in any setbacks. The signage shall not exceed 100 square feet in area and 10 feet in height if located outside setbacks. The maximum letter height shall not exceed 24". Taglines are not permitted. Logos will be permitted.

Development Center Signage

The PUD will allow Development Center signs to be allowed to identify the name and location of the shopping center along the frontage of Highway 275 and 30. Individual tenant identification signs will be allowed on this sign.

Landscaping

Residential (Single Family and Attached Single Family)

- A. **Planting Location.** Any plants in excess of the minimum required plants may be installed in any location on the lot provided there is adequate room for healthy growth and stability. Required plants shall be installed as follows:
1. *Front Yards.* Front yards shall be planted as follows:
 - a. One large tree, if the abutting rights-of-way are planted with street trees within 15 feet of the front property line; or

- b. One large tree for the first 50 feet of frontage and one large tree for each additional 25 feet of frontage, if the abutting rights-of-way are not planted with street trees within 15 feet of the front property line.
 2. *Rear Yards*. All rear yards shall be planted with at least one tree, which may be large, small, or an evergreen.
- B. **Substitution of Trees**. Small trees may be substituted for large trees if the dimensions of the lot are such that the canopy trees would not have room to grow to a full canopy without conflicting with buildings or each other. For the purposes of this substitution, one large tree equals two small trees.
- C. **Ground Covers and Sod**. Areas of residential lots that are not covered by buildings, driveways, or other hard surfaces shall be sodded or planted with permitted ground covers, unless they are covered by woodlands or other natural areas.

Site (Multiple Family and General Commercial)

- A. **Generally**. Street trees shall be planted according to the standards of Subsection B., below, in the following circumstances:
 1. Along street rights-of-way and;
 2. Along both sides of new streets in planned and traditional neighborhood developments.
- B. **Spacing**. Street trees shall be spaced 60 feet on center in street tree lawns, but shall not be installed in locations that interfere with required sight triangles. Special plantings may be clustered if it is demonstrated that the cluster arrangement will not negatively affect the long-term health of the clustered trees.
- C. **Tree Selection**. All trees planted within parkways shall be large trees with single-stemmed trunks, branched no lower than six feet above median grade (for visibility purposes).

Parking Lots

- A. **Generally**. Parking lot landscaping is required within and around parking lots that contain more than five parking spaces, excluding those for single- and two-family dwellings.
- B. **Parking Lot Landscape Areas**. Landscaping is required in all of the following areas:
 1. At the ends of parking aisles, planted in islands that are not less than nine feet wide and 36 feet long, with 10 foot curb radii on the side that faces outward from the parking aisle.

2. In the middle of parking rows at intervals required by Subsection B.3., below, planted in interior islands that are not less than nine feet wide and 36 feet long, with five foot curb radii at both ends.
3. At the corners of parking lots, planted in corner islands, which is the area defined by the extension of the edges of intersecting parking modules.
4. Between parking lots and abutting properties and the parking lot(s) of the abutting properties, unless:
 - a. The area between the parking lot and the abutting property is occupied by a building; or
 - b. Another type of bufferyard is required (e.g., a district bufferyard or a bufferyard required for a conditional or limited use) and the other required bufferyard provides screening between a height of zero and three feet above grade.
5. Between parking lots and streets, except in areas where:
 - a. The elevation of the parking lot is at least three feet below the crown of the street; or
 - b. The area between the parking lot and the street is occupied by a building or access point to the parcel proposed for development; or
 - c. Another type of bufferyard is provided along the street that includes buffering between a height of zero and three feet above grade.

C. Planting Requirements. Parking lot landscape islands shall be planted as follows:

1. Each interior, endcap, and lot corner island shall be planted with a minimum of:
 - a. One large tree or two small trees; and
 - b. Groundcover, which may be sod, ornamental grasses, or perennial or seasonal plantings, or shrubs planted at intervals of not more than five feet between the primary shrub trunk or from the center of the root ball, as applicable, with the remaining area in groundcover.

Lighting

All site lighting installed for illumination of parking lots within the PUD shall be designed per the following standards:

- A. All luminaries shall be of LED.
- B. All parking surfaces, walkways and drive spaces shall be illuminated per the City of Fremont parking lot lighting design criteria. Setback and landscaped areas, which do not contain walkways or parking, are not bound by these requirements.
- C. Site lighting poles for main parking lot areas shall not exceed 30'-0" in height measured from the ground surface. Calculation of the pole height shall include the base if a base is used.

- D. Round tapered steel anchor base poles shall be used in all locations.
- E. Each pole shall be installed upon a round concrete base with 2'-6" height above grade and 24" diameter. Provide full base covers by same manufacturer as pole.
- F. No more than two luminaries may be mounted (at any height) on one pole.

All exterior building lighting within the development property shall be designed per the following standards:

- A. All building mounted luminaries shall be LED.
- B. All building mounted luminaries shall have a full cutoff classification or be shielded in front to distribute light onto surfaces without glare to motorists or pedestrians.
- C. All building lighting shall be designed to meet the City of Fremont Design Standards.

Parking Requirements

All minimum off street parking requirements are set out in the following tables:

Residential Uses	
Single-Family Detached	2 spaces per du.
Single-Family Attached (duplex, condominium townhome)	2 spaces per du.
Multiple-Family	See below.
1. Townhome	1. 2 spaces per du.
2. Multiplex	2. Studio / 1 BR units: 1.5 spaces per du.
3. Apartments	3. 2+ BR units: 2.5 spaces per du.
Commercial Uses	
Alcoholic Beverage Sales, Offsite Consumption	1 per 300 sf. PFA
Alcoholic Beverage Sales, Onsite Consumption	1 space per 100 sf. PFA

Animal Boarding Facilities, Small Animal	1 space per 400 sf. PFA
Animal Grooming Facilities	1 space per 400 sf. PFA
Animal Veterinary Services, Small Animal	1 space per 300 sf. PFA
Animal Veterinary Services, Large Animal	1 space per 300 sf. PFA
Automobile Sales, Rental and Service Establishments 1. Automobile Sales 2. Automobile Rental 3. Automobile Service	1. 1 space / 1,000 sf. + 1 / 15 storage spaces; 1 space per 1,000 sf. of vehicle display area + 1 space per employee on maximum shift 2. 1 space per employee on maximum shift; 1 space per 5 rental vehicles stored on site; + 1 space per rental vehicle stored on-site 3. 3 spaces per service bay
Automobile Sales, Used	1 space per 1,000 sf. of vehicle display area + 1 space per employee on maximum shift
Automobile Repairs, Light	3 spaces per service bay
Automobile Washes	3 spaces per bay or stall + 1 space per 2 stalls, if attended
Commercial Retail (business services; personal services; shopping centers)	1 space per 300 sf. PFA
Event Facility (banquet hall; dance hall; lodge)	1 space per 100 sf. PFA
Farmers' Market, Permanent	1 space per 300 sf. PFA
General Professional / Medical Office	1 space per 300 sf. PFA
Heavy Retail / Home Center	1 space per 250 sf. PFA, plus 1 space per 1,000 sf. of outdoor sales or display area
Nursery, Retail	1 space per 200 sf. PFA of office or sales floor area, plus 1 space per 3,000 sf. of outdoor nursery area
Office	1 space per 300 sf. PFA
Overnight Accommodations (hotels; motels; commercial inns)	1 space per guest room + 1 space per 300 sf. of meeting rooms, ballrooms, administrative offices, and areas used for self-service breakfast for guests only, plus 75 percent of parking requirements for integrated restaurants and bars that are open to the public
Pet Stores (no on-site animals)	1 space per 300 sf. PFA
Pet Stores (with on-site animals and / or boarding)	1 space per 300 sf. PFA
Restaurant (no drive-through or drive-in)	1 space per 100 sf. PFA
Restaurant (with drive-through or drive-in)	1 space per 100 sf. PFA

Per Square Foot (sf.) of Parking Floor Area (PFA). The phrase "per sf. of PFA" means that the number of parking spaces is calculated based on the number of "parking-related" square feet of floor area put to the use. The "PFA" is 85 percent of the gross floor area, plus (unless otherwise specified) the area of any parts of the parcel proposed for development that are delineated and used in a manner that is comparable in function and intensity of use to the use of the inside of the building (e.g., outdoor dining areas).

106 Building

GENERAL COMMERCIAL CRITERIA

These criteria are a basic “set of tools” to work with and expand upon. Criteria are written to encourage some freedom of individual expression and to provide a common point of departure.

INDIVIDUAL BUILDING COMMERCIAL CRITERIA

Building Facades

The building facades should be designed to give an innovative design concept.

National or regional Tenant/Owners who have a typical or recognizable building design are expected to review the design of Gallery 23 East and this criteria and adjust their design to ensure compatibility and compliance with these criteria and the shopping center.

No building façade should appear to be the “rear” of the building. Architectural details such as materials, texture, pattern, color and building form used on the front features shall be incorporated on all building facades.

All service and loading areas shall be screened from view. Loading docks and overhead doors shall be prohibited unless incorporated into the building design and screened or located in a manner so as not be readily visible. Additional landscaping to screen these areas may also be required. Please refer to landscape information and requirements.

- Masonry or Stone Veneer Systems as the primary building material and in all areas subject to abuse – Min of 35% of Building Façade.
- EIFS or stucco veneer system as accent trim and detail above pedestrian levels and sign bands.
- Exposed pitch roofs and Tower’s – roofing tiles shall be concrete tile, pre-finished metal (limited accents) or simulated slate.

Roofs

The following are acceptable roof materials:

- Typical single ply roof with exterior wall screening parapet.
- Exposed pitch roofs shall be Developer approved concrete tile, simulated slate, pre-finished metal roofing (limited accents), or asphalt shingles.

Any drive through shall be furnished with tile, simulated slate, shingles, or other comparative decorative material to blend with the sloped roof elements of the main building(s) and to be an integral element of the buildings design. Metal, plastic or other similar materials for the fascia are not allowed.

Trash Enclosures

All trash enclosures and service areas shall be appropriately screened to reasonably hide them entirely from public view and shall be designed to be integral with the building design and adjacent to the building wherever possible. All trash enclosures and service areas shall utilize the appropriate and approved masonry materials to match shopping center standards. Freestanding trash receptacle areas are discouraged along street right-of-way, along internal

shopping center access drives, or within parking lot landscape islands. All gates shall be metal/ steel construction, professionally primed and painted for lasting durability and of acceptable design to tie in with the aesthetics of the building it services. All trash enclosures shall meet the City codes.

SHOPPING CENTER (IN-LINE STORES OR MULTI-TENANT) CRITERIA

The major tenants for Gallery 23 East Shopping Center are an important element to the overall design success of the project. It is the intent to provide the major tenant with the freedom to build a facility that is in keeping with their national image and to be complimentary and a verifying element of the Shopping Center.

Building Facades

The use of approved materials and color combinations is encouraged and only innovative modifications to standard building designs compatible with the overall design of the Center will be approved. The use of wainscoting at vertical pilasters to break up the length of walls is encouraged.

No building façade should appear to be the “rear” of the building. Architectural details such as materials, texture, pattern, color and building form used on the front features shall be incorporated on all building facades.

All service and loading areas shall be entirely screened from view. Loading docks and overhead doors shall be prohibited unless incorporated into the building design and screened or located in a manner so as not be readily visible. Additional landscaping to screen these areas may also be required. Please refer to landscape information and requirements.

- Masonry or Stone Veneer Systems as the primary building material and in all areas subject to abuse – Min of 40% of Building Façade.
- EIFS or stucco veneer system as accent trim and detail above pedestrian levels and sign bands.

Roofs

The roof materials and roofline compositions shall be consistent or compatible with the shopping center design and provide an integral part of the individual building design. The following are acceptable roof materials:

- Typical single ply roof with exterior wall screening parapet.
- Exposed pitch roofs shall be Developer approved concrete tile, simulated slate, or pre-finished metal roofing (limited accents).

No asphalt shingles will be allowed.

Trash Enclosures

All trash enclosures and service areas shall be appropriately screened to reasonably hide them entirely from public view and shall be designed to be integral with the building design and adjacent to the building wherever possible. All trash enclosures and service areas shall utilize the appropriate and approved masonry materials to match shopping center standards. Freestanding trash receptacle areas are discouraged along street right-of-way, along internal shopping center access drives, or within parking lot landscape islands. All gates shall be metal/ steel

construction, professionally primed and painted for lasting durability and of acceptable design to tie in with the aesthetics of the building it services. All trash enclosures shall meet the City codes.

Chapter 200 – Regulations Specific to Area

201 Single Family Residential Area

Height and Area Regulations:

	Lot Area (SF)	Lot Width (FT)	Front Yard Setback (FT)	Street Side Yard Setback (FT)	Interior Side Yard Setback (FT)	Rear Yard Setback (FT)	Height (FT)
General Residential Single-Family*	5,750	60	20	15	5	20	35

202 Attached Single Family Residential Area

Height and Area Regulations:

	Lot Area (SF)	Lot Width (FT)	Front Yard Setback (FT)	Street Side Yard Setback (FT)	Interior Side Yard Setback (FT)	Rear Yard Setback (FT)	Height (FT)
Townhome	3,000	30	20	15	0	20	35

203 Multiple Family Residential Area

Height and Area Regulations:

	Lot Area (SF)	Lot Width (FT)	Front Yard Setback (FT)	Street Side Yard Setback (FT)	Interior Side Yard Setback (FT)	Rear Yard Setback (FT)	Height (FT)
Apartment	2,000	100	15	10	5	20	35

204 General Commercial Area

Commercial uses may be platted as individual lots with sufficient land area to satisfy set back requirements.

Height and Area Regulations:

	Lot Area (SF)	Lot Width (FT)	Front Yard	Street Side Yard	Interior Side Yard	Rear Yard	Height (FT)

			Setback (FT)	Setback (FT)	Setback (FT)	Setback (FT)	
General Commercial	20,000	100	25	25	15	20	45

Chapter 300 – Regulations Specific to Infrastructure

301 Phasing

The PUD may be phased which would result in phasing of the infrastructure.

302 Infrastructure

Streets

The streets in the PUD will vary in width. A 28-foot wide street will generally be required in the residential areas and a 32-foot wide street will generally be required in the commercial areas.

Design Criteria:

- Minimum Thickness – 6-inch Portland Cement Concrete (residential), 8-inch Portland Cement Concrete (commercial)
- Minimum Grade – 0.12%.
- Maximum Grade – 5.00%.
- Minimum Centerline Curvature to 100 feet.

Water System

Design Criteria:

- Minimum size to be 6-inches.
- Valves shall be spaced such that the number of homes without service at any one time in case of a water main break is minimized.
- Fire hydrants shall be placed a minimum of every five hundred 500 feet.

Sanitary Sewer

Design Criteria:

- Minimum size to be 8-inches.
- Maximum manhole spacing to be 400 feet.

Storm Sewer System

Design Criteria:

- Minimum size to be 15 inches.
- Minimum design velocity to be two feet per second.

- Design storm to be a five-year frequency storm (residential), ten-year frequency storm (commercial)

Electric

The electric system to be designed and installed by the Fremont Department of Utilities.

Natural Gas

The natural gas system to be designed and installed by the Fremont Department of Utilities.

303 Infrastructure Construction

Construction observation and materials testing will be completed for infrastructure improvements within the PUD.

Appendix A

Boundary Map

Appendix B

Proposed Zoning Areas

Appendix C

Master Site Plan

Appendix D

Commercial Pad Sites Master Plans

Appendix E

Utility Connections Map

ORDINANCE NO. 5528

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING ORDINANCE NO. 5427 AS IT PERTAINS TO THE ZONING MAP, TO REZONE THE PROPERTY GENERALLY DESCRIBED HEREIN AS GENERALLY LOCATED AT COUNTY ROAD T AND N. LUTHER ROAD, FREMONT, NEBRASKA, FROM R RURAL TO PD PLANNED DEVELOPMENT, PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a request for Zoning Change was filed with the offices of the Department of Planning, City of Fremont (City); and

WHEREAS, the owner desires zoning district designation of PD Planned Development; and

WHEREAS, a public hearing on the proposed Zoning Change was held by the Planning Commission on February 18, 2020, and subsequently by the City Council on March 10, 2020; and

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

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

SECTION I. ZONING. That paragraph “b” of Article 406 of Ordinance No. 5427 as it pertains to the Official Zoning Map is changed to rezone the following described real estate, from R Rural to PD Planned Development:

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

SECTION 2. REPEALER. That part of the official zoning map referred to in Paragraph “b” of Article 406 of Ordinance No. 5427 or any other section of said ordinance in conflict with this ordinance is hereby repealed.

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

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

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

PASSED AND APPROVED THIS 14th DAY OF APRIL, 2020

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: March 10, 2020
SUBJECT: Change of Zone from R, Rural to SR, Suburban Residential

Recommendation: Hold first reading of Ordinance #5529

Background:

This request is for a change of zone from R, Rural to SR, Suburban Residential. The property is located at the extension of Jones Dr. and Armour Dr. in the NW ¼ of the SW ¼ of Section 10, Township 17 North, Range 8 East, Dodge County Nebraska.

The property consists of approximately 6.19 acres currently contiguous to the City Limits.

It is associated with the Country Club Estates 6th Addition Final Plat and is consistent with the previously approved Country Club Estates 6th Addition Preliminary Plat.

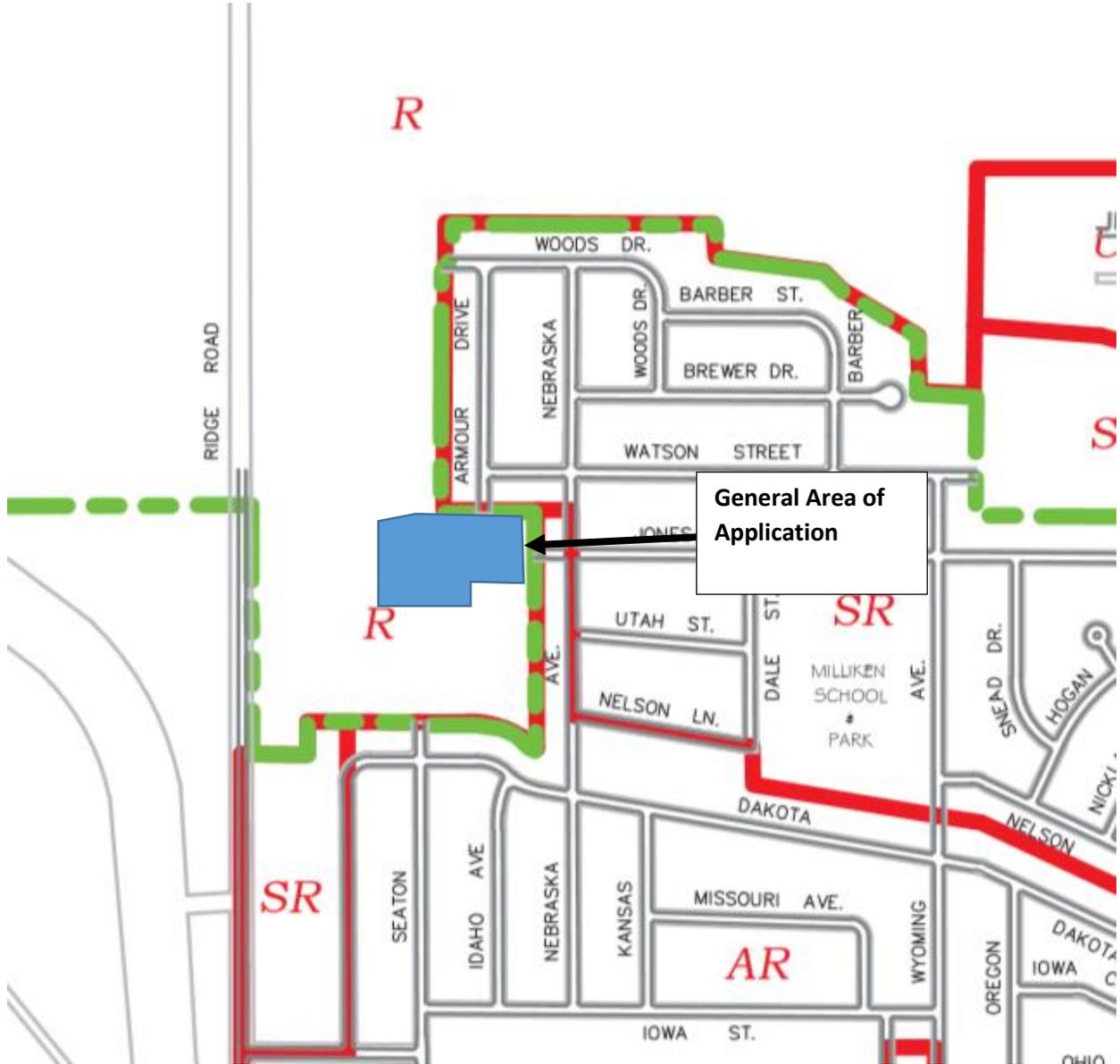
The zoning to the north, east and south is SR, Suburban Residential. The zoning to the northwest and west is R, Rural.

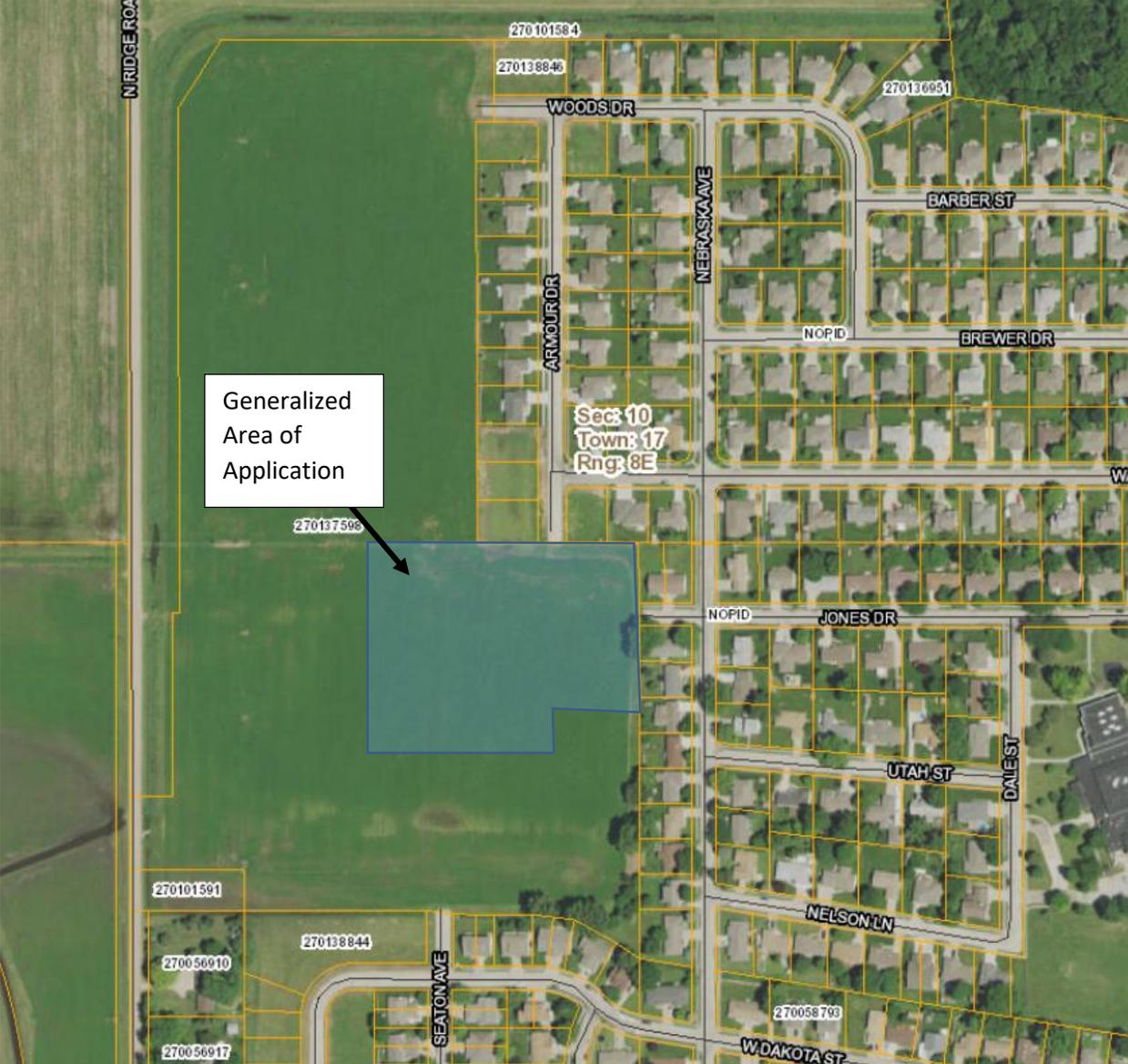
The Future Land Use map shows the area for residential development.

The Planning Commission held a public hearing on this item on February 18, 2020 and voted to recommend approval with a 6-0 vote.

Recommendation: Approval of Ordinance

Vicinity Map





ZONING APPLICATION

APPLICATION TYPE

- Zoning Change (including conventional and planned unit development requests)
 Conditional Use Permit

APPLICANT (all correspondence will be directed to the applicant)

STEPHEN W. DODD
Name DODD ENGINEERING & SURVEYING LLC Phone 402-720-5017
Address P.O. BOX 1855 Fax _____
City FREMONT State NE Zip 68026
Email doddeng1@gmail.com

PROPERTY OWNER (if not the same as applicant above)

Name RAWHIDE LAND PARTNERSHIP Phone 402-721-5335
Address 2450 COLORADO AVENUE Fax _____
City FREMONT State NE Zip 68025
Email pgifford@qwestoffice.net

ENGINEER, SURVEYOR, OR ARCHITECT (if not the same as applicant above)

Name SAME AS APPLICANT Phone _____
Address _____ Fax _____
City _____ State _____ Zip _____
Email _____

AGENT (if not the same as applicant above)

Name SAME AS APPLICANT Phone _____
Address _____ Fax _____
City _____ State _____ Zip _____
Email _____

(application continued on next page)

ZONING APPLICATION

PROPERTY INFORMATION

Address of Property JONES DRIVE (EXTENDED), FREMONT, NE 68025
General Location (if no address is available) BETWEEN RIDGE ROAD AND COUNTRY CLUB ESTATES.

Brief Legal Description of Property A 6.19 ACRE PARCEL OF LAND LOCATED IN THE NW1/4 SW1/4 OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA

Description of Request REZONE 6.19 ACRES CURRENTLY ZONED R (RURAL) TO SR (SUBURBAN RESIDENTIAL).

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

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

	STEPHEN W. DODD	01/10/2020
Signature	Print Name	Date

Office Use Only

Submittal Date _____ Project No. _____
Payment Amount _____ Receipt No. _____
Other Comments _____

0

NEBRASKA DEED
STAMP TAX
Date 3-31-03
By CL
\$E5B

2003

2003 MAR 31 AM 8:33

[Handwritten signatures and initials]

CORPORATION WARRANTY DEED

THE GIFFORD COMPANY, a Corporation organized and existing under the laws of Nebraska,, GRANTOR, in consideration of VALUABLE CONSIDERATION AND ONE AND NO/100THS DOLLARS (\$1.00) received from GRANTEE, THE RAWHIDE LAND PARTNERSHIP, conveys to GRANTEE, the following-described real estate (as defined in R.R.S 1943 §76-201):

A PARCEL OF LAND LOCATED IN THE SW¼NW¼, THE NW¼SW¼ AND THE SW¼SW¼ OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SW¼NW¼ AND ASSUMING THE WEST LINE OF SAID SW¼NW¼ TO BEAR N00°00'00"E: THENCE S89°45'19"E ALONG THE SOUTH LINE OF SAID SW¼NW¼ A DISTANCE OF 93.00 FEET TO THE POINT OF BEGINNING; THENCE N00°00'00"E PARALLEL TO THE WEST LINE OF SAID SW¼NW¼ A DISTANCE OF 940.82 FEET; THENCE N37°46'50"E A DISTANCE OF 131.72 FEET; THENCE S89°46'24"E A DISTANCE OF 889.66 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 4, COUNTRY CLUB ESTATES FOURTH ADDITION; THENCE S00°13'54"W ALONG THE WEST LINE OF SAID LOT 1, BLOCK 4 A DISTANCE OF 115.04 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 4; THENCE S16°57'01"E A DISTANCE OF 57.57 FEET TO THE NORTHWEST CORNER OF LOT 7, BLOCK 2 OF SAID COUNTRY CLUB ESTATES FOURTH ADDITION; THENCE S00°13'54"W ALONG THE WEST LINE OF SAID LOT 7, BLOCK 2 A DISTANCE OF 115.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7, BLOCK 2; THENCE N89°46'06"W ALONG THE NORTH LINE OF LOT 6 IN SAID BLOCK 2 A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6, BLOCK 2; THENCE S00°13'54"W ALONG THE WEST LINE OF SAID BLOCK 2 A DISTANCE OF 475.50 FEET TO THE SOUTHWEST CORNER OF LOT 1 IN SAID BLOCK 2; THENCE S89°46'06"E ALONG THE SOUTH LINE OF SAID LOT 1, BLOCK 2 A DISTANCE OF 41.70 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 4, COUNTRY CLUB ESTATES SECOND ADDITION; THENCE S00°13'54"W ALONG THE WEST LINE OF SAID LOT 1, BLOCK 4 A DISTANCE OF 115.05 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 4; THENCE CONTINUING S00°13'54"W A DISTANCE OF 55.02 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 3 OF SAID COUNTRY CLUB ESTATES SECOND ADDITION; THENCE CONTINUING S00°13'54"W ALONG THE WEST LINE OF LOT 1, BLOCK 3 A DISTANCE OF 114.93 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 3; THENCE N89°45'19"W ALONG THE NORTH LINE OF LOT 1, BLOCK 1, WASHINGTON HEIGHTS THIRD ADDITION A DISTANCE OF 19.44 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1; THENCE S00°03'19"W ALONG THE WEST LINE OF SAID LOT 1, BLOCK 1 A DISTANCE OF 125.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE CONTINUING S00°03'19"W A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 6, WASHINGTON HEIGHTS THIRD ADDITION; THENCE CONTINUING S00°03'19"W ALONG THE WEST LINE OF SAID BLOCK 6 A DISTANCE OF 691.65 FEET TO THE NORTHEAST CORNER OF LOT 1, WASHINGTON HEIGHTS FIFTH ADDITION; THENCE ALONG THE NORTHERLY LINE OF SAID WASHINGTON HEIGHTS 5TH ADDITION THE FOLLOWING COURSES AND DISTANCES:
N69°48'35"W A DISTANCE OF 21.76 FEET;
N45°48'18"W A DISTANCE OF 69.13 FEET;
N65°27'53"W A DISTANCE OF 62.88 FEET;
N81°28'19"W A DISTANCE OF 87.15 FEET;
N89°33'38"W A DISTANCE OF 175.76 FEET TO THE NORTHWEST CORNER OF LOT 5 OF SAID WASHINGTON HEIGHTS 5TH ADDITION; THENCE S00°02'58"W ALONG THE WEST LINE OF SAID LOT 5 A DISTANCE OF 86.51 FEET; THENCE ALONG A 20.00 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 31.23 FEET THROUGH A CENTRAL ANGLE OF 89°27'12" HAVING A CHORD DIRECTION OF S44°40'38"E AND A CHORD LENGTH OF 28.15 FEET; THENCE N89°38'57"W A DISTANCE OF 72.37 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF SEATON AVENUE, SAID POINT LYING 50.00 FEET NORTH OF THE NORTHEAST CORNER OF LOT 1, BLOCK 4, WASHINGTON HEIGHTS FOURTH ADDITION; THENCE N89°47'06"W PARALLEL TO THE NORTH LINE OF SAID LOT 1, BLOCK 4 A DISTANCE OF 111.13 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID

ORDINANCE NO. 5529

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING ORDINANCE NO. 5427 AS IT PERTAINS TO THE ZONING MAP, TO REZONE THE PROPERTY GENERALLY DESCRIBED HEREIN AS GENERALLY LOCATED AT ABERDEEN STREET AND PETERSON AVENUE, FREMONT, NEBRASKA, FROM R RURAL TO SR SUBURBAN RESIDENTIAL, PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a request for Zoning Change was filed with the offices of the Department of Planning, City of Fremont (City); and

WHEREAS, the City has determined that the subject property is zoned R Rural; and

WHEREAS, the owner desires zoning district designation of SR Suburban Residential; and

WHEREAS, a public hearing on the proposed Zoning Change was held by the Planning Commission on February 18, 2020, and subsequently by the City Council on March 10, 2020, and;

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

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

SECTION I. ZONING. That paragraph “b” of Article 406 of Ordinance No. 5427 as it pertains to the Official Zoning Map is changed to rezone the following described real estate, from R Rural to SR Suburban Residential:

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF COUNTRY CLUB ESTATES FIFTH ADDITION; THENCE S89°45'19"E ALONG THE SOUTH LINE OF SAID COUNTRY CLUB ESTATES FIFTH ADDITION A DISTANCE OF 337.76 FEET TO THE NORTHWEST CORNER OF WASHINGTON HEIGHTS THIRD ADDITION; THENCE S00°03'19"W ALONG THE WEST LINE OF SAID WASHINGTON HEIGHTS THIRD ADDITION A DISTANCE OF 340.01 FEET; THENCE N89°46'06"W A DISTANCE OF 122.50 FEET; THENCE S00°03'19"W A DISTANCE OF 35.50 FEET; THENCE N89°46'06"W A DISTANCE OF 170.50 FEET; THENCE S00°03'19"W A DISTANCE OF 105.47 FEET; THENCE N89°47'06"W A DISTANCE OF 370.24 FEET; THENCE N00°13'54"E A DISTANCE OF 187.58 FEET; THENCE S89°46'06"E A DISTANCE OF 44.50 FEET; THENCE N00°13'54"E A DISTANCE OF 116.00 FEET; THENCE N06°27'27"E A DISTANCE OF 55.33 FEET; THENCE N00°13'54"E A DISTANCE OF 122.64 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE S89°45'18"E ALONG SAID NORTH LINE A DISTANCE OF 273.50 FEET TO THE POINT OF BEGINNING, CONTAINING _____ S, MORE OR LESS.

SECTION 2. REPEALER. That part of the official zoning map referred to in Paragraph “b” of Article 406 of Ordinance No. 5427 or any other section of said ordinance in conflict with this ordinance is hereby repealed.

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

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

PASSED AND APPROVED THIS 14th DAY OF APRIL, 2020

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: March 10, 2020
SUBJECT: Country Club Estates 6th Addition Final Plat

Recommendation: Continue until the third reading of Ordinance _____

Background:

This request for the Country Club Estates 6th Addition final plat is associated with a request for a change of zone from R, Rural to SR, Suburban Residential.

A subdivision agreement will be required at the time of approval by the City Council. The subdivision agreement will address the timing of the annexation of the property.

The Country Club Estates 6th Addition preliminary plat was approved in November, 2018.

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

The property is located in a flood plain zone A-02 meaning that the area is subject to two feet of sheet flow flooding. The base elevation of each lot needs to be shown on the plat.

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

The Public Works Director's comments are as follows:

- My recommendation is to annex the final plat.
- The entire preliminary plat is located in the AO-2 Flood Zone. A floodplain development permit, and compliance with all federal and/or floodplain laws will be required prior to physical development of the site.
- Plans and specifications for this phase of the development have been submitted and they conform to the general layout and design of those submitted at Preliminary Plat Phase. Drainage calculations were submitted at the preliminary plat phase and are on file. A traffic study was not required for this development, as the traffic generated would not have a significant impact on the adjoining roadway system.
- A traffic study was not required for this development, as the traffic generated would not have a significant impact on the adjoining roadway system.
- Drainage calculations were submitted at the preliminary plat phase and are on file.
- Due to the proximity of this sight to the Fremont Airport certain height restrictions may apply. (Example no cell towers) Normal heights required for building of single family residences are not likely to trigger any restrictions. By City Code all construction within 2000 feet of the runway require that height restrictions be verified.

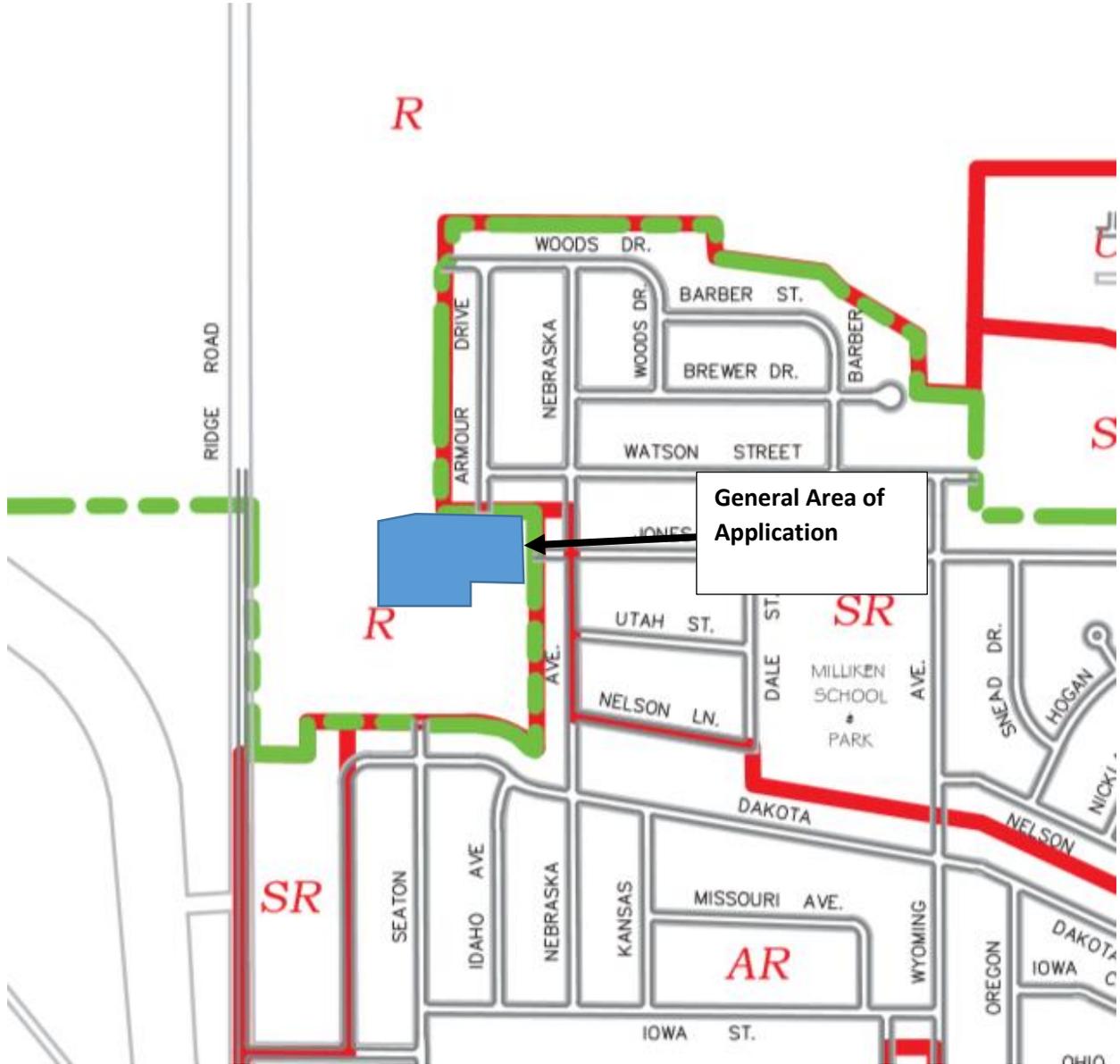
Final Comments:

- The submittals received comply with the requirements of the UDC. The subdivision has been laid out by a Licensed Engineer and reviewed by City Staff in numerous departments. The submittal package meets the requirements of the UDC in content as related to that which is required for a preliminary plat.

The Developer's Engineer has provided the requested easements.

Recommendation: Approval with the conditions that the base elevation of each lot is shown on the plat; approval of Notice of Intent and development of a SWPPP is received from the Nebraska Department of Environment & Energy prior to grading.

Vicinity Map





Flood Plain Map

The screenshot displays the 'Floodplain Interactive Map' interface from the Official Nebraska Government Website. The top navigation bar includes 'Search', 'Navigate', 'Measure', 'Draw', 'Output Tasks', and 'Contact Us'. Below this is a toolbar with icons for 'Identify', 'Zoom to Section', 'Zoom to Address', 'Zoom to Community', 'Zoom to Coordinate Location', 'Change visible map layers', and 'Display Legend'. The main interface is split into a 'Legend' panel on the left and a 'Map Tools' panel on the right. The legend lists 'National Flood Hazard Layers (NFHL)' and 'Flood Hazard Zones' with color-coded swatches: FIRM Panels (red), 1% Annual Chance Flood Hazard (blue), Regulatory Floodway (red/blue diagonal), Special Floodway (red/blue diagonal), Area of Undetermined Flood Hazard (yellow), and 0.2% Annual Chance Flood Hazard (orange). The map shows a flood hazard area in orange and blue, with a red box highlighting a specific area labeled 'General Area of Application'. The map includes street names like Lincoln Highway, N Ridge Rd, N Somers Ave, Ohio St, W 23rd St, and W 21st St, and the Fremont Municipal Airport. A scale bar indicates 0.4 miles and a 1:500 scale.

Memo

To: Jennifer Dam
Director of Planning
From: David Goedecken, P.E.
Director of Public Works/City Engineer
Topic: Engineering Review
Country Club Estates 6th, Final Plat
Dated: February 13, 2020

I have reviewed the submittals for Final Plat on this Addition. The comments submitted via Memo dated November 19, 2018 (see attached) are still valid.

Final Plat Review

- My recommendation is to annex the final plat.
- The entire preliminary plat is located in the AO-2 Flood Zone. A floodplain development permit, and compliance with all federal and/or floodplain laws will be required prior to physical development of the site.
- Plans and specifications for this phase of the development have been submitted and they conform to the general layout and design of those submitted at Preliminary Plat Phase. Drainage calculations were submitted at the preliminary plat phase and are on file. A traffic study was not required for this development, as the traffic generated would not have a significant impact on the adjoining roadway system.
- A traffic study was not required for this development, as the traffic generated would not have a significant impact on the adjoining roadway system.
- Drainage calculations were submitted at the preliminary plat phase and are on file.
- Due to the proximity of this site to the Fremont Airport certain height restrictions may apply. (Example no cell towers) Normal heights required for building of single family residences are not likely to trigger any restrictions. By City Code all construction within 2000 feet of the runway require that height restrictions be verified.

Final Comments:

- The submittals received comply with the requirements of the UDC. The subdivision has been laid out by a Licensed Engineer and reviewed by City Staff in numerous departments. The submittal package meets the requirements of the UDC in content as related to that which is required for a preliminary plat.

Memo

To: Jennifer Dam
Director of Planning
From: David Goedeken, P.E.
Director of Public Works
Topic: Engineering Review
Country Club Estates 6th, Preliminary Plat
Dated: November 19, 2018

I have reviewed the submittals for Preliminary on this Addition. The preliminary plat is for the tract of land bordered by Ridge Road on the West, Washington Heights and Country Club Estates on the East and South. The Plans submitted were the Preliminary Plat Documents, Grading Plans, Utility and Public Improvement Layouts, and Drainage Plans and Calculations. Plans were distributed from the Public Works Department to the Utilities Department for their review and comment. It is my understanding that Mr. Dodd has been in contact with the various DU departments for comments and input.

Preliminary Plat Review

- The plat is entirely outside, but contiguous to city limits. It is my understanding this subdivision will be final platted in phases. My recommendation is to annex the final plats as they are submitted.
- The entire preliminary plat is located in the AO-2 Flood Zone. A floodplain development permit, and compliance with all federal and/or floodplain laws will be required prior to physical development of the site.
- The interior streets in the development will be required to be paved in accordance of the UDC. The recommended width of streets will be 28 feet for the streets other than Jones Street and the connector streets to the adjacent subdivision, as shown on the public improvement plans. The streets in the abutting neighborhoods are paved at 32 feet in width, as required by previous Subdivision Code. The adjacent exterior street is Ridge Road. The UDC does not specifically address exterior roadways adjacent to a subdivision, other than in general transportation terms and needs. As stated earlier the subdivision will be developed in phases, and my understanding is the first phase will be interior to, and not connected to Ridge Road. As the development moves closer to Ridge Road decisions will need to be made on the future status of this road. Presently, Ridge Road is gravel adjacent to, and beyond the limits of this subdivision.
- At this time I am not recommending the need for a traffic study as the subdivision does not front onto a major roadway and I do not anticipate traffic issues significant enough to warrant a need for a study.
- Storm sewer and drainage plans have been submitted and reviewed. Preliminary review indicates the proposed layout to be satisfactory to city policy and good engineering practice. A significant portion of this site has been rerouted to drain into the

drainageway adjacent to Ridge Road and then East into the existing drainage way north of and adjacent to Washington Heights. This portion of the site ultimately flows into the Rawhide Creek. The Southern portion of the sight drains in the existing drainageway in Washington Height and flows easterly generally parallel to Dakota Street. This drainageway also drains into the Rawhide Creek.

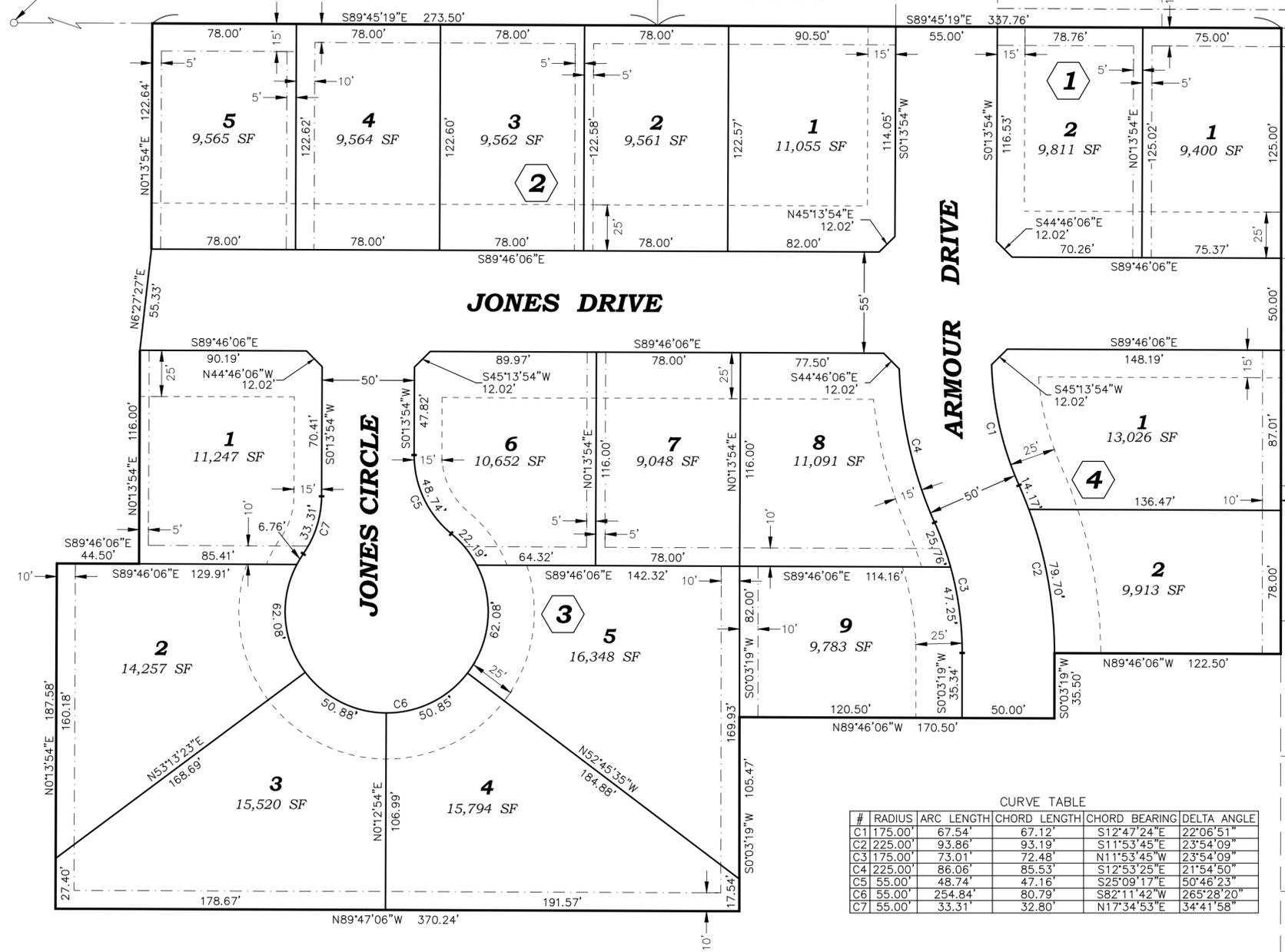
- Water and Sanitary Sewer layout plans have been submitted and reviewed by the DU. Comments have been received by Mr. Dodd from the DU.
- Plans were also routed to the Electric and Gas departments for their review. Comments were submitted directly to Mr. Dodd from these departments.
- Due to the proximity of this sight to the Fremont Airport certain height restrictions may apply. (Example no cell towers) Normal heights required for building of single family residences are not likely to trigger any restrictions. By City Code all construction within 2000 feet of the runway require that height restrictions be verified.

Final Comments:

- The submittals received comply with the requirements of the UDC. The subdivision has been laid out by a Licensed Engineer and reviewed by City Staff in numerous departments. The submittal package exceeds the requirements of the UDC in content as related to that which is required for a preliminary plat. Information such as public improvements, grading and drainage layouts and design are not required until Final Plat. The applicant has provided the information at this time, which significantly helps in the review process by City Staff.

**FINAL PLAT OF
COUNTRY CLUB ESTATES SIXTH ADDITION**
PART OF THE NW1/4 OF THE SW1/4 OF SECTION 10,
T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA

WEST 1/4 CORNER, SEC. 10-17-8
(FOUND ALUMINUM CAP, 0.6' DEEP)
SW 35.70' TO TOP OF RIVET IN E. END
OF 6"x4' E-W CMP CULVERT
W 31.32' TO 'X' NAILS ON POWER POLE
NW 38.00' TO CHISELLED X IN TOP OF
N. END OF CONC. CULVERT



CURVE TABLE

#	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	175.00'	67.54'	67.12'	S12°47'24"E	22°06'51"
C2	225.00'	93.86'	93.19'	S11°53'45"E	23°54'09"
C3	175.00'	73.01'	72.48'	N11°53'45"W	23°54'09"
C4	225.00'	86.06'	85.53'	S12°53'25"E	21°54'50"
C5	55.00'	48.74'	47.16'	S25°09'17"E	50°46'23"
C6	55.00'	254.84'	80.79'	S82°11'42"W	265°28'20"
C7	55.00'	33.31'	32.80'	N17°34'53"E	34°41'58"

LEGAL DESCRIPTION:
A PARCEL OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF COUNTRY CLUB ESTATES FIFTH ADDITION; THENCE S89°45'19"E ALONG THE SOUTH LINE OF SAID COUNTRY CLUB ESTATES FIFTH ADDITION A DISTANCE OF 337.76 FEET TO THE NORTHWEST CORNER OF WASHINGTON HEIGHTS THIRD ADDITION; THENCE S00°03'19"W ALONG THE WEST LINE OF SAID WASHINGTON HEIGHTS THIRD ADDITION A DISTANCE OF 340.01 FEET; THENCE N89°46'06"W A DISTANCE OF 122.50 FEET; THENCE S00°03'19"W A DISTANCE OF 35.50 FEET; THENCE N89°46'06"W A DISTANCE OF 170.50 FEET; THENCE S00°03'19"W A DISTANCE OF 105.47 FEET; THENCE N89°47'06"W A DISTANCE OF 370.24 FEET; THENCE N00°13'54"E A DISTANCE OF 187.58 FEET; THENCE S89°46'06"E A DISTANCE OF 44.50 FEET; THENCE N00°13'54"E A DISTANCE OF 116.00 FEET; THENCE N06°27'27"E A DISTANCE OF 55.33 FEET; THENCE N00°13'54"E A DISTANCE OF 122.64 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE S89°45'18"E ALONG SAID NORTH LINE A DISTANCE OF 273.50 FEET TO THE POINT OF BEGINNING, CONTAINING 6.19 ACRES, MORE OR LESS.

DEDICATION:
KNOW ALL MEN BY THESE PRESENTS: THAT RAWHIDE LAND PARTNERSHIP, OWNER AND PROPRIETOR OF THE TRACT OF LAND SHOWN AND DESCRIBED HEREON, HAS CAUSED THE SAME TO BE DIVIDED INTO LOTS, BLOCKS, AND STREETS, SAID SUBDIVISION TO BE KNOWN AS COUNTRY CLUB ESTATES SIXTH ADDITION, THE LOTS AND BLOCKS TO BE NUMBERED AS SHOWN AND WE APPROVE THE DISPOSITION OF THE PROPERTY AS SHOWN ON THIS PLAT AND WE HEREBY DEDICATE TO THE PUBLIC FOR PERPETUAL PUBLIC USE THE STREETS TO BE KNOWN AS JONES DRIVE, JONES CIRCLE AND ARMOUR DRIVE AT THE LOCATIONS AND TO THE WIDTHS SHOWN HEREON AND WE DO ALSO GRANT PERPETUAL EASEMENTS AT THE LOCATIONS AND TO THE WIDTHS SHOWN HEREON TO THE CITY OF FREMONT, ANY PUBLIC OR PRIVATE UTILITY COMPANY, AND FOR THE USE OF ABUTTING PROPERTY OWNERS, FOR THE SOLE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF UTILITY LINES AND PIPES AND DRAINAGE FACILITIES. NO PERMANENT BUILDING OR RETAINING WALL SHALL BE PLACED IN THE ABOVE DESCRIBED EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

IN WITNESS WHEREOF, I DO HEREBY SET MY HANDS THE
_____ DAY OF _____, 20___, A.D.

MARTIN D. GIFFORD
FOR: RAWHIDE LAND PARTNERSHIP

ACKNOWLEDGMENT:
STATE OF NEBRASKA)
COUNTY OF DODGE) SS

ON THIS _____ DAY OF _____, A.D. 20___, BEFORE ME, A GENERAL NOTARY PUBLIC, PERSONALLY APPEARED MARTIN D. GIFFORD, WHO IS KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME APPEARS ON THE FOREGOING DEDICATION, AND WHO HEREBY ACKNOWLEDGES THE SIGNING OF SAID INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL DATE LAST AFORESAID.

GENERAL NOTARY PUBLIC
COMMISSION EXPIRES _____

DRAFT REV. 1 – NOT FOR CONSTRUCTION



SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY AS THE UNDERSIGNED REGISTERED LAND SURVEYOR, THAT I HAVE SURVEYED THE TRACT OF LAND SHOWN AND DESCRIBED HEREON, AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR WILL BE SET AT ALL LOT CORNERS, INTERSECTIONS AND ENDS OF CURVES, WITHIN 60 DAYS OF THE FILING OF THIS PLAT AT THE DODGE COUNTY REGISTER OF DEEDS OFFICE.

STEPHEN W. DODD, LS-503

- LEGEND**
- BLOCK NO. – COUNTRY CLUB ESTATES 6TH ADDITION
 - BLOCK NO. – COUNTRY CLUB ESTATES 5TH ADDITION
 - BLOCK NO. – WASHINGTON HEIGHTS 3RD ADDITION
 - PROPOSED LOT LINE
 - EXISTING LOT LINE
 - PROPOSED UTILITY EASEMENT
 - EXISTING UTILITY EASEMENT
 - SECTION LINE OR CENTERLINE
 - FRONT AND STREET SIDE SETBACK

PLANNING COMMISSION APPROVAL:
ON THIS _____ DAY OF _____, A.D. 20___, THIS PLAT OF COUNTRY CLUB ESTATES FIFTH ADDITION WAS APPROVED AND ACCEPTED BY THE PLANNING COMMISSION OF THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA.

CHAIR

CITY COUNCIL ACCEPTANCE
ON THIS _____ DAY OF _____, A.D. 20___, THIS PLAT OF COUNTRY CLUB ESTATES FIFTH ADDITION WAS APPROVED AND ACCEPTED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA.

MAYOR

CLERK

**FINAL PLAT OF COUNTRY CLUB ESTATES SIXTH ADDITION
TO THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA**

Dodd Engineering & Surveying LLC
Stephen W. Dodd, P.E. & L.S. Ph. 402-727-9067
Email: Info@doddengineering.net
402 North D St., P.O. Box 1855
Fremont, NE 68026-1855

RESOLUTION NO. 2020-055

A Resolution of the City Council of the City of Fremont, Nebraska, to approve the Country Club Estates 6th Addition Final Plat on property legally described as:

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF COUNTRY CLUB ESTATES FIFTH ADDITION; THENCE S89°45'19"E ALONG THE SOUTH LINE OF SAID COUNTRY CLUB ESTATES FIFTH ADDITION A DISTANCE OF 337.76 FEET TO THE NORTHWEST CORNER OF WASHINGTON HEIGHTS THIRD ADDITION; THENCE S00°03'19"W ALONG THE WEST LINE OF SAID WASHINGTON HEIGHTS THIRD ADDITION A DISTANCE OF 340.01 FEET; THENCE N89°46'06"W A DISTANCE OF 122.50 FEET; THENCE S00°03'19"W A DISTANCE OF 35.50 FEET; THENCE N89°46'06"W A DISTANCE OF 170.50 FEET; THENCE S00°03'19"W A DISTANCE OF 105.47 FEET; THENCE N89°47'06"W A DISTANCE OF 370.24 FEET; THENCE N00°13'54"E A DISTANCE OF 187.58 FEET; THENCE S89°46'06"E A DISTANCE OF 44.50 FEET; THENCE N00°13'54"E A DISTANCE OF 116.00 FEET; THENCE N06°27'27"E A DISTANCE OF 55.33 FEET; THENCE N00°13'54"E A DISTANCE OF 122.64 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE S89°45'18"E ALONG SAID NORTH LINE A DISTANCE OF 273.50 FEET TO THE POINT OF BEGINNING, CONTAINING 6.19 ACRES, MORE OR LESS.

WHEREAS, the Country Club Estates Addition Final Plat is consistent with the approved Preliminary Plat; and,

WHEREAS, applications for a Change of Zone from R, Rural to SR, Suburban Residential accompany this request; and,

WHEREAS, a public hearing on the proposed Final Plat was held by the Planning Commission on February 18, 2020, and subsequently by the City Council on November April 14, 2020; and,

WHEREAS, the Planning Commission recommended conditional approval 6-0 with 1 abstention, with the conditions that the Change of Zone and Subdivision Agreement be approved; and,

WHEREAS, the Subdivision Agreement requires that the property be voluntarily annexed prior to the installation of improvements or within 4 years or the Final Plat will become null and void.

NOW, THEREFORE BE IT RESOLVED the City Council of the City of Fremont approves the Country Club Estates 6th Addition Final Plat with the conditions that the Subdivision Agreement is approved; that the developer voluntarily annexes the property prior to the installation of improvements or within 4 years of approval of the Final Plat or it will become null and void; and, approval of Notice of Intent and development of a SWPPP is received from the Nebraska Department of Environment & Energy prior to grading.

PASSED AND APPROVED THIS 14th DAY OF APRIL 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: March 10, 2020

SUBJECT: Class I Liquor License Crush Pizza and Alehouse LLC dba Crush Pizza and Alehouse

Recommendation: 1) Conduct public hearing, 2) Move to approve Resolution, recommending approval of Class I liquor license application of Crush Pizza and Alehouse LLC dba Crush Pizza and Alehouse , 102 N. Main St., Fremont, NE 68025.

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

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

7. Type of Food Service: Microwave Grill Kitchen

8. Employees: up to 10 future employees. Unknown what status # Full Time
Part Time

Are any of the employees under 21 years of age?
Unknown at this time

Have any of the employees ever been arrested and/or convicted of any criminal offense?
Unknown

9. Manager Information: Name: Jordan Paden
Address: [REDACTED]
Phone # [REDACTED]
Driver's License # [REDACTED] State NE
Length of time as owner: N/A

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

10. Number of Licenses within competitive distance: 3

11. Does the establishment have gaming? No

12. Does the establishment sell tobacco products? No

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

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

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

16. Please enclose copy of lease agreement.

Date received by Fremont Police Department February 28, 2020

Date of Completed Investigation March 3, 2020

Signature of Investigating Officer _____

Date of Hearing by Governing Body _____

Governing Body Recommendation:

Signature of Applicant _____ **Date** _____

Printed Name of Applicant _____

Notary _____

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

RECEIPT

02/27/2020

Item No. 9.

NEBRASKA LIQUOR CONTROL COMMISSION

From: TRACY BURMEISTER

Email: TRACY.BURMEISTER@nebraska.gov

Phone: (402) 471 - 2896

Fax: (402) 471 - 2814

Email: City Clerk of Fremont- tyler.ficken@fremontne.gov

Applicant: Crush Pizza and Alehouse LLC dba Crush Pizza and Alehouse

License #: Class I-123573

Please sign and date stamp this receipt and return back to the NLCC office

Date of Receipt of Application

Signature

TWO KEY DOCUMENTS

Item No. 9.

- 1) The receipt page will need to be signed, dated and returned back into the NLCC office either via regular mail, e-mail or fax (402) 471 – 2814. The receipt page will be entered into the NLCC database as the statutory time for this application.
- 2) The recommendation sheet is to be completed and returned back into the NLCC office either via regular mail, e-mail or fax (402) 471 – 2814. The recommendation sheet will be entered into the NLCC database accordingly with the information provided from the local governing body.

TWO KEY TIME FRAMES §53-134

- 1) A public notice shall be publicized one time not less than 7 days and no more than 14 days prior to the date of the hearing.
- 2) The local governing body has 45 days to conduct a hearing after the date of receipt of the notice from this Commission (see recommendation sheet for this date). The local governing body may choose **NOT** to make a recommendation of approval or denial to our Commission.

PER §53-133, THE LIQUOR CONTROL COMMISSION SHALL SET FOR HEARING ANY APPLICATION WHEREIN:

- a) There is a recommendation of denial from the local governing body,
- b) A citizens protest; or
- c) Statutory problems that the Commission discovers.

A LICENSEE MUST BE “PROPERLY” LICENSED IN ORDER TO PURCHASE ALCOHOL FROM WHOLESALERS

A LICENSE IS EFFECTIVE

- 1) Upon payment of the license fees to the local governing body all local clerks must collect proper license fees and occupation tax per ordinance, if any, before delivering the license to the applicant. A License Fee and Proration Chart are available for your use at www.lcc.ne.gov, click on “City and County Clerks Information”, in the middle of the home page.
- 2) The licensee has physical possession of the license
- 3) Effective date on the license

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Item No. 9.

Date delivered from NLCC office: **February 27, 2020 Tracy**

I, _____ Clerk of _____
(City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Section 134 (7) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

Crush Pizza and Alehouse LLC dba Crush Pizza and Alehouse

102 N Main Street, Fremont, Nebraska (Dodge County)

NEW APPLICATION for Class I-123573

45 days – 04/13/2020

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 and not more than 14 days before time of hearing.

Check one: Yes _____ No _____

The Statutes require that such hearing shall be held not more than 45 days after the date of receipt of this notice from the Commission.

2. Local hearing was held not more that 45 days after receipt of notice from the Nebraska Liquor Control Commission.

Check one: Yes _____ No _____

3. Date of hearing of Governing Body: _____

4. Type or write the Motion as voted upon by the Governing Body. If additional Motions are made by the Governing Body, then use an additional page and follow same format.

5. Motion was made by: _____ Seconded by: _____

6. Roll Call Vote: _____

7. Check one: Motion Passed: _____ Motion Failed: _____

8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

(Attached additional page(s) if necessary)

SIGN HERE _____ DATE _____
(Clerks Signature)

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL**

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

Item No. 9.

RECEIVED FEB 19 2017 NEBRASKA LIQUOR CONTROL COMMISSION		
Hot List: YES <input type="radio"/> NO <input checked="" type="radio"/>	New/Replacing #	
Class Type I	123573	Initial TB

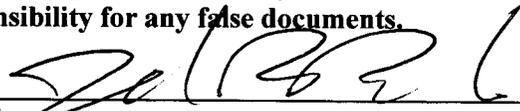
Applicant name Crush Pizza and Alehouse LLC
 Trade name na Crush Pizza And Alehouse
 Previous trade name na
 Contact email address CrushPizzaandAlehouse@gmail.com

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

Office use only	 2000001879
PAYMENT TYPE <u>Pay Port</u>	
AMOUNT: <u>400</u>	
Received: <u>BR</u>	Page 118

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

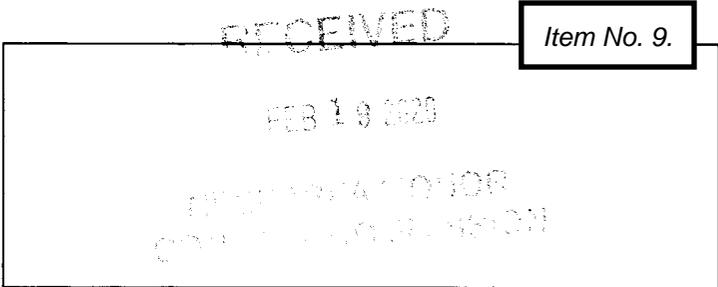
I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.


 Signature

2-18-20
 Date

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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



RETAIL LICENSE(S)

Application Fee \$400 (nonrefundable)

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

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

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

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



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



Name _____ Phone number: _____

Firm Name _____

Trade Name (doing business as) _____

Street Address #1 102 N Main Street

Street Address #2 _____

City Fremont County Dodge Zip Code 68025

Premises Telephone number 402-719-1531

Business e-mail address CrushPizzaandAlehouse@gmail.com

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

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

Name Crush Pizza and Alehouse LLC

Street Address #1 102 N Main Street

Street Address #2 _____

City Fremont State NE Zip Code 68025

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

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

Building: length 90 x width 42 in feet

Is there a basement? Yes No

If yes, length 88 x width 40 in feet

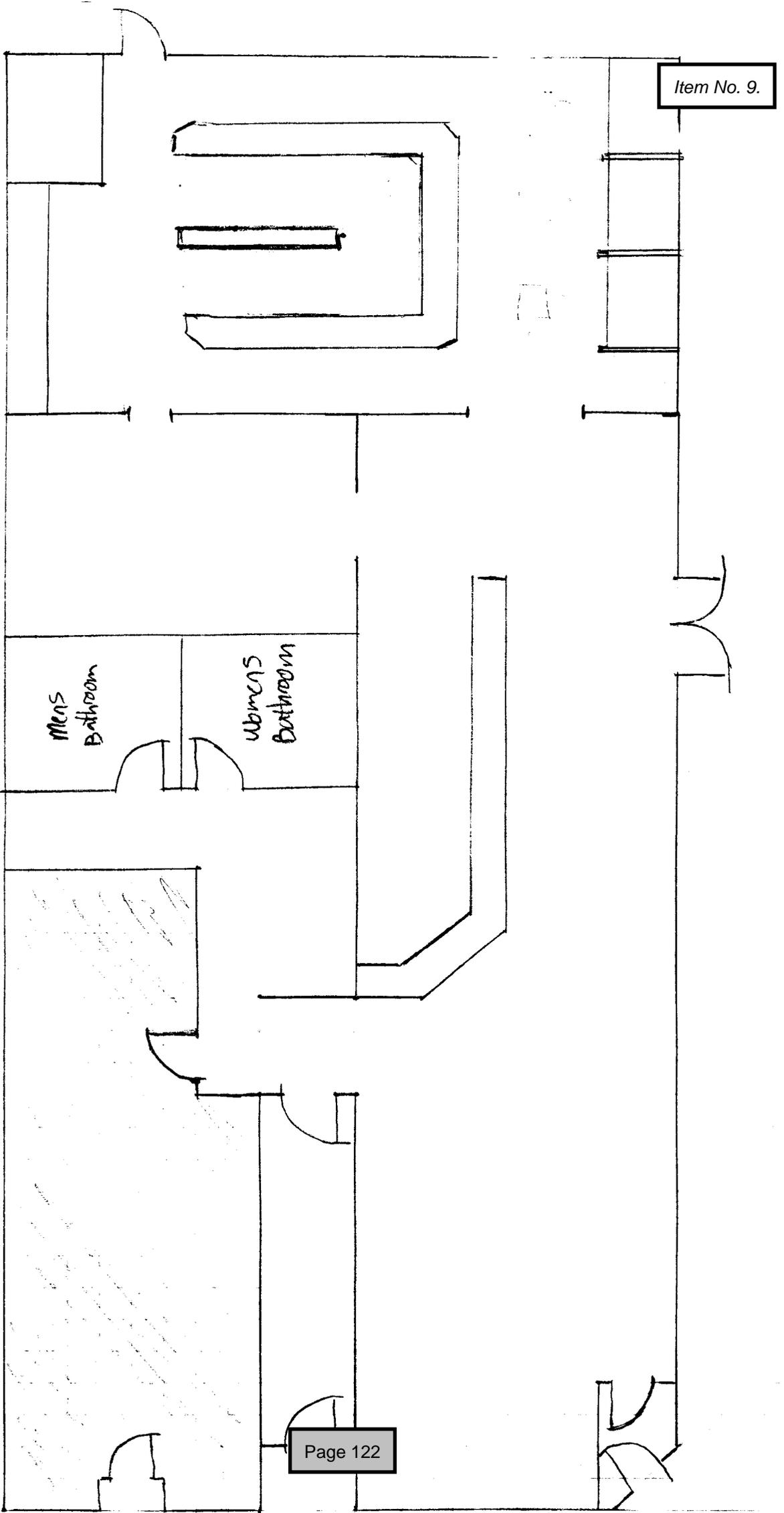
Is there an outdoor area? Yes No

If yes, length _____ x width _____ in feet

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

North ↑

Crush Pizza and Alehouse
Main Floor - 102 N Main St
Fremont NE 68025

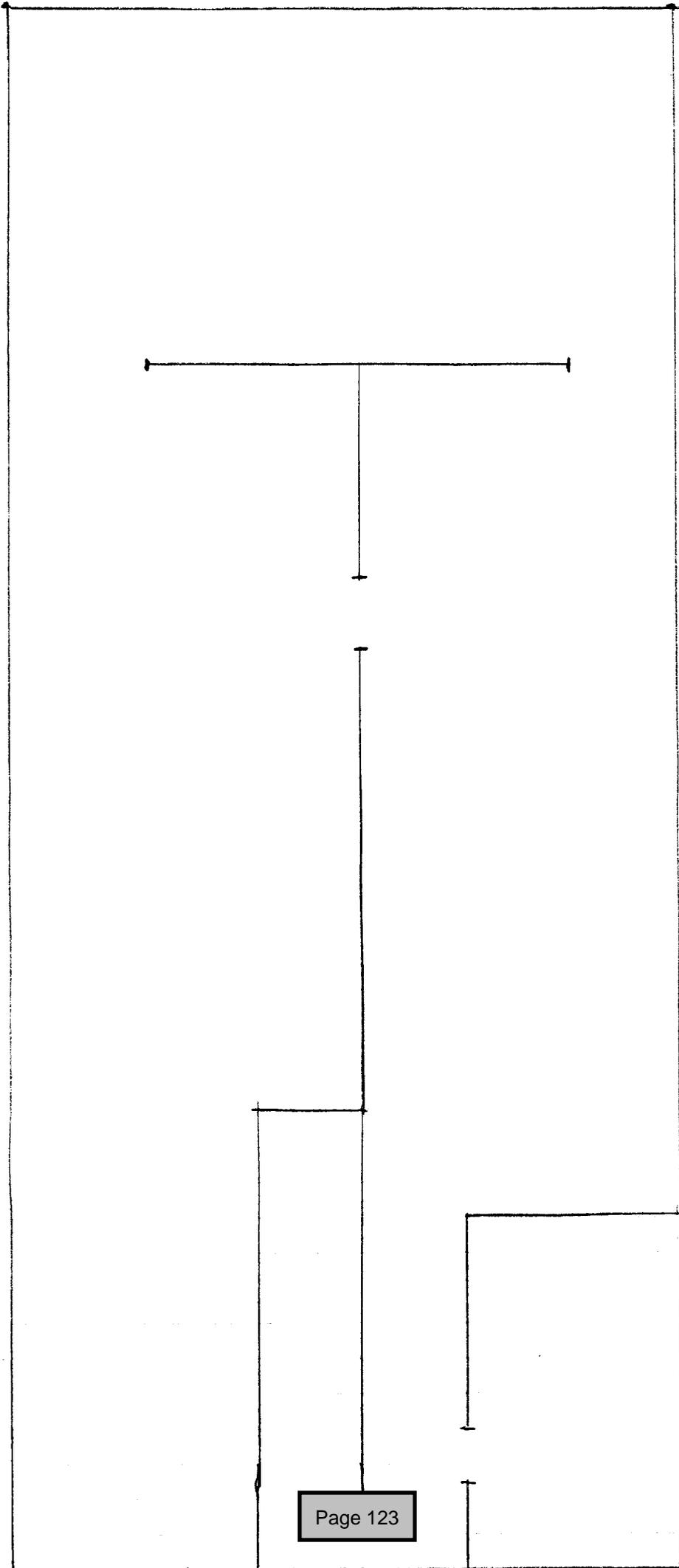


Item No. 9.

Page 122

North ↑

Basement - Crush Pizza and Alchouse
102 N main St
Fremont NE 68025



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

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

 YES NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Jordan Paden	1999		speeding	Paid
	2000		tickets	Fines
	2001			

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

 YES NO

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

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

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

 YES NO

If yes, give name and license number _____

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

 YES NO

If yes:

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

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

____ YES NO

If yes, list the lender(s) _____

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

____ YES NO

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

No silent partners

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

____ YES NO

If yes, list such item(s) and the owner. _____

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

____ YES NO

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

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

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

____ YES NO

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

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

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

na First National Bank Jordan Paden

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

Jordan Paden, Fremont, NE, unkown - license expired

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

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

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
Jordan Paden - cashier/bartender	2010-2012	Valley View Golf Course, Fremont, NE 68025

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

x Lease: expiration date December 2024
Deed
Purchase Agreement

14. When do you intend to open for business? May 2020

15. What will be the main nature of business? Sports Bar

16. What are the anticipated hours of operation? 11am-10pm

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

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST SIGN					
APPLICANT: CITY & STATE	YEAR FROM TO		SPOUSE: CITY & STATE	YEAR FROM TO	
Fremont, NE	2006	2013	Fremont, NE	2006	2013
Fremont, NE	2013	2020	Fremont, NE	2013	2020

If necessary attach a separate sheet.

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

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

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

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


Signature of Applicant

Signature of Spouse

Jordan R Paden
Print Name

Print Name

Signature of Applicant

Signature of Spouse

Print Name

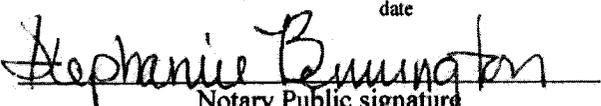
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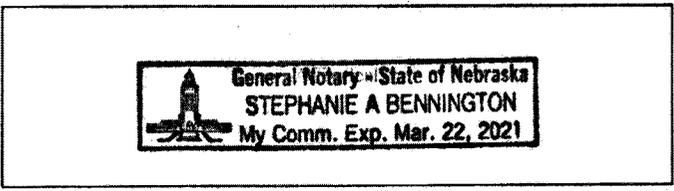
ACKNOWLEDGEMENT

State of Nebraska
County of Dodge
2-26-2020
date

The foregoing instrument was acknowledged before me this

by Jordan R Paden
name of person(s) acknowledged (individual(s) signing)


Notary Public signature



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

**APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b**

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

Office Use

RECEIVED

Item No. 9.

All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (must show electronic stamp or barcode receipt by Secretary of States office)

Name of Registered Agent: Cheyenne Moseley

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

Crush Pizza and Alehouse LLC

LLC Address: 102 N Main

City: Fremont State: NE Zip Code: 68025

LLC Phone Number: 402-719-1531 LLC Fax Number: na

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Paden First Name: Jordan MI: R

Home Address: [REDACTED] City: Fremont

State: NE Zip Code: 68025 Home Phone Number: [REDACTED]

[Handwritten Signature]

Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska

County of Dodge

2-17-2020

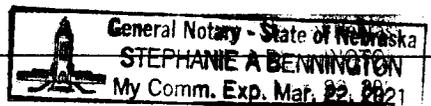
Date

[Handwritten Signature: Stephanie A Bennington]

The foregoing instrument was acknowledged before me this

by Jordan Paden
name of person acknowledge

Affix Seal



List names of all members and their spouses (even if a spousal affidavit has been submitted)

Item No. 9.

Last Name: Paden First Name: Jordan MI: R

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

Spouse Full Name (indicate N/A if single): Amber Rose Paden

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

Percentage of member ownership: 100%

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Item No. 9.

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying Limited Liability Company controlled by another corporation/company?

Item No. 9.

YES

NO

If yes, provide the following:

- 1) Name of corporation _____
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: Jan 1st Ending Date: Dec 31st

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. _____

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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

Office Use Item No. 9.

RECEIVED
FEB 19 2020
NEBRASKA LIQUOR CONTROL COMMISSION

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

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



Signature of **NON-PARTICIPATING SPOUSE**

Amber R Paden

Print Name



Signature of **APPLICANT**

Jordan R Paden

Print Name

State of Nebraska, County of _____

State of Nebraska, County of _____

The foregoing instrument was acknowledged before me
this 2/17/2020 (date)

The foregoing instrument was acknowledged before me
this 2-17-2020 (date)

by Amber R Paden

**Name of person acknowledged
(Individual signing document)**

by Jordan Paden

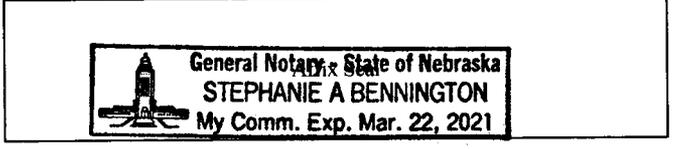
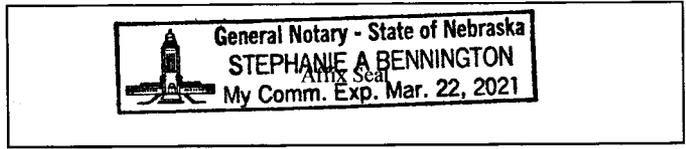
**Name of person acknowledged
(Individual signing document)**



Notary Public Signature



Notary Public Signature



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

Operating Agreement

Crush Pizza and Alehouse LLC, a Nebraska Limited Liability Company

THIS OPERATING AGREEMENT of Crush Pizza and Alehouse LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a Nebraska limited liability company under the Nebraska Uniform Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Nebraska. The Members hereby adopt and approve the articles of organization of the Company filed with the Nebraska Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Nebraska Uniform Limited Liability Company Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

“Capital Contribution” means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

“Exhibit” means a document attached to this Agreement labeled as “Exhibit A,” “Exhibit B,” and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

“Manager” means each Person who has authority to manage the business and affairs of the Company pursuant to this Agreement; such Persons are listed on Exhibit B, as may be updated from time to time according to the terms of this Agreement. A Manager may be, but is not required to be, a Member.

“Member” means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

“Membership Interest” means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Nebraska Uniform Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

“Ownership Interest” means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

“Percentage Interest” means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

- A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

- (1) the number of Units owned by the Member (expressed as "MU" in the equation below) divided by
- (2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 Initial Capital Contributions. The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

2.2 Subsequent Capital Contributions. Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

2.3 Additional Members.

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Managers deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 **Capital Accounts.** Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 **Interest.** No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 **Limited Liability; No Authority.** A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Nebraska Uniform Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 **Allocations.** Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 Distributions. The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Managers in accordance with the Nebraska Uniform Limited Liability Company Act.

3.3 Limitations on Distributions. The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 Management.

A. **Generally.** Subject to the terms of this Agreement and the Nebraska Uniform Limited Liability Company Act, the business and affairs of the Company will be managed by the Board of Managers, as further described below. The Members initially nominate and elect the Person(s) set forth on Exhibit B to serve as the Manager(s) of the Company. The Managers will act under the direction of the Members and may be elected or removed at any time, for any reason or no reason, by the Members holding a majority of the Voting Interest of the Company. Exhibit B must be amended to reflect any changes in Managers.

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Nebraska Uniform Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by a majority of Managers, to constitute the act of the Company or serve to bind the Company, but if the Managers cannot reach a majority vote, the dispute will be submitted to the Members to be resolved by the affirmative vote of the Members holding at least a majority of the Voting Interest of the Company. With such approval, the signature of any Managers authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Managers acting alone may bind the Company to any

agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

C. **Certain Decisions Requiring Greater Authorization.** Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
- (iv) The amendment of this Agreement.

4.2 Meetings of Managers. Regular meetings of the Managers are not required but may be held at such time and place as the Managers deem necessary or desirable for the reasonable management of the Company. Meetings may take place in person, by conference call, or by any other means permitted under the Nebraska Uniform Limited Liability Company Act. In addition, Company actions requiring a vote may be carried out without a meeting if all of the Managers consent in writing to approve the action.

4.3 Officers. The Managers are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Managers determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Managers; or (b) the officer is dismissed or terminated by the Managers, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Managers, and may be terminated, at any time and for any reason, by the Managers.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 Accounts. The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 Records. The Managers will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (iii) A copy of the articles of organization of the Company, as may be amended from time to time ("Articles of Organization"); and
- (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 Income Tax Returns. Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 Subchapter S Election. The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 **Tax Matters Member.** Anytime the Company is required to designate or select a tax matters partner or partnership representative, pursuant to Section 6223 of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner or partnership representative of the Company and keep such designation in effect at all times.

5.6 **Banking.** All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Managers are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP - VOTING AND MEETINGS

6.1 **Members and Voting Rights.** The Members have the right and power to vote on all matters with respect to which the Articles of Organization, this Agreement, or the Nebraska Uniform Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Nebraska Uniform Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

6.2 **Meetings of Members.** Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent within a reasonable period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Nebraska Uniform Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Nebraska Uniform Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 **Withdrawal.** Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 **Restrictions on Transfer; Admission of Transferee.** A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

ARTICLE 8: DISSOLUTION

8.1 **Dissolution.** The Company will be dissolved upon the first to occur of the following events:

- (i) The unanimous agreement of all Members in a consent in writing to dissolve the Company;
- (ii) Entry of a decree of judicial dissolution under Nebraska Uniform Limited Liability Company Act;
- (iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;

- (iv) The sale or transfer of all or substantially all of the Company's assets;
- (v) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 No Automatic Dissolution Upon Certain Events. Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 Indemnification. The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, Manager, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Manager, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Nebraska law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 Mandatory. The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Nebraska law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 Expenses Paid by the Company Prior to Final Disposition. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the

Company Agent seeking indemnification) or a majority of the Managers that are not seeking indemnification, as the case may be. Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 Notice. (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 Entire Agreement; Amendment. This Agreement along with the Articles of Organization (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Nebraska Uniform Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Nebraska Uniform Limited Liability Company Act.

10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the state of Nebraska. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining

provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.6 Incorporation by Reference. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: _____

Signature of Jordan Richard Paden

EXHIBIT A
MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Members	Capital Contribution	Percentage Interest
Jordan Richard Paden Address: 102 N. Main St., Ste. A Fremont, Nebraska 68025		100%

STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }

Secretary of State
State Capitol
Lincoln, Nebraska

I, Robert B. Evnen, Secretary of State of the
State of Nebraska, do hereby certify that

CRUSH PIZZA AND ALEHOUSE LLC

**was duly formed under the laws of Nebraska on December 13, 2019;
all fees, taxes, and penalties due under the Nebraska Uniform Limited
Liability Company Act or other law to the Secretary of State have been paid;
the Company's most recent biennial report required by section 21-125 has
been filed by the Secretary of State;
the Secretary of State has not administratively dissolved the company;
the Company has not delivered to the Secretary of State for filing a Statement
of Dissolution;
a Statement of Termination has not been filed by the Secretary of State.**

*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of

January 22, 2020



Secretary of State



STATE of NEBRASKA
LIMITED LIABILITY COMPANY
CERTIFICATE of ORGANIZATION

Crush Pizza and Alehouse LLC

FIRST: The name of the limited liability company is Crush Pizza and Alehouse LLC

SECOND: The street and mailing address of its designated office in the state of Nebraska is 102 N Main St., Ste. A, Fremont, NE 68025.

THIRD: The street and mailing address of its agent for service of process in the state of Nebraska is 1603 Farnam Street, Omaha, NE, 68102. The name of its agent for service of process is USCA, Inc.

FOURTH: The personal liability of the members and managers of the company for monetary damages for breach of fiduciary duty shall be eliminated to the fullest extent permissible under Nebraska law. The company is authorized to indemnify its members and managers to the fullest extent permissible under Nebraska law.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Organization on the date below.

Date: December 12, 2019



LegalZoom.com, Inc., Organizer

By: Cheyenne Moseley, Assistant Secretary

Item No. 9.

Nebraska Secretary of State

CRUSH PIZZA AND ALEHOUSE LLC

Fri Feb 21 14:00:52 2020

SOS Account Number
[REDACTED]

Status
 Active

Principal Office Address

No address on file

Registered Agent and Office Address

USCA, INC.
 1603 FARNAM STREET
 OMAHA, NE 68102

Designated Office Address

102 N MAIN ST., STE. A
 FREMONT, NE 68025

Nature of Business

Not Available

Entity Type

Domestic LLC
 Qualifying State: NE

Date Filed

Dec 13 2019

Filed Documents

Filed documents for CRUSH PIZZA AND ALEHOUSE LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Certificate of Organization	Dec 13 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Feb 12 2020	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation
\$6.50

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

Item No. 9.

[Purchase Now](#)

Certificate of Good Standing - USPS Mail Delivery

\$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

[↑ Back to Top](#)

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use
RECEIVED
FEB 19 2020
STATE OF NEBRASKA
LIQUOR CONTROL COMMISSION

MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Name of Corporation/LLC: Crush Pizza and Alehouse LLC

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

Premise Trade Name/DBA: na Crush Pizza and Alehouse

Premise Street Address: 102 N Main Street

City: Fremont County: Dodge Zip Code: 68025

Premise Phone Number: 402-719-1531

Premise Email address: CrushPizzaandAlehouse@gmail.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Last Name: Paden First Name: Jordan MI: R

Home Address: 3319 Cherrywood Dr

City: Fremont County: Dodge Zip Code: 68025

Home Phone Number: [REDACTED]

Driver's License Number & State: [REDACTED]

Social Security Number: [REDACTED]

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

Email address: padenjr01@yahoo.com

YES

NO

Spouses Last Name: Paden First Name: Amber MI: R

Social Security Number: [REDACTED]

Driver's License Number & State: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: West Point, NE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
1126 Co Rd X, Fremont NE	2006	2013			
3319 Cherrywood Dr, Fremont, NE	2013	2020			

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2008	2009	Union Pacific Railroad	na	402-544-5000
2010	2012	Valley View Golf Course	Kevin Simonson	402-721-7772

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

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

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

YES NO

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

Rumor Mill Cafe, Fremont NE 68025

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

YES NO

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

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Jordan Paden, cashier/bartender	2010-2012	Valley View Golf Course, Fremont, NE
Self employed with liquor license	2007	Rumor Mill Cafe, Fremont, NE

5. Have you enclosed form 147 regarding fingerprints?

YES NO

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

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

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

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

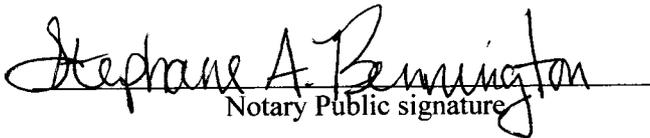

Signature of Manager Applicant

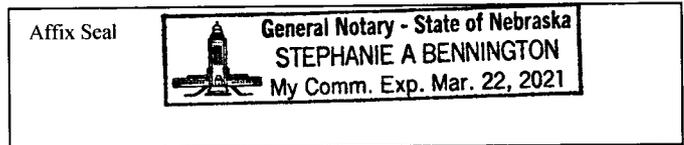

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Dodge The foregoing instrument was acknowledged before me this

2-17-2020 date by Jordan Paden
NAME OF PERSON BEING ACKNOWLEDGED

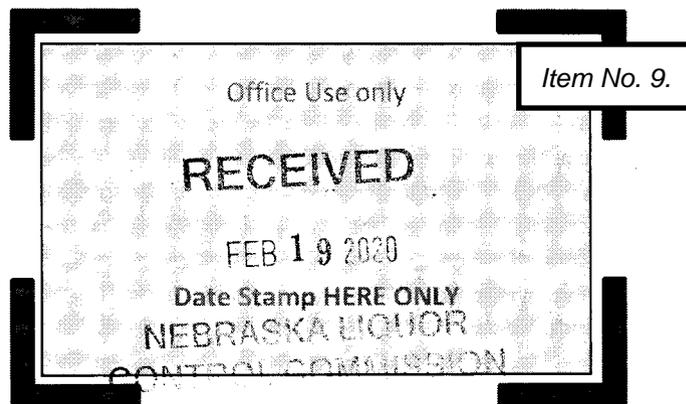

Notary Public signature



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

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

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



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

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

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

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

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

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

Trade Name: Crush Pizza and Alehouse

Name of Person Bring Fingerprinted: Jordan R Paden

Date of Birth: Last 4 SSN: Date fingerprints were taken: 2-18-20

Location where fingerprints were taken: Fremont Police Department

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK #

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

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

Registrant Search Results

Dodge

Registrant ID Status	Registrant Name Address	Birth Date	Registration Date	Precinct Part Phone	Party	Gender	Race
3307059 Active	Paden, Jordan R 3319 Cherrywood Dr Fremont, NE 68025	4/25/1983	2/11/2014	019.1		Male	
486059 Removable	Paden, Jordan R 1959 E 10th St Fremont, NE 68025-4495	4/25/1983	8/7/2001	019.1		Male	

Total for Dodge :

Total number of Registrants :

Item No. 9.

PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska State Patrol - Criminal Identification Division

3800 NW 12th Street, Suite A
Lincoln NE 68521
(402)479-4971
nsp.criminalident@nebraska.gov
OTC Local Ref ID: 47762988
2/18/2020 11:20 AM

THANK YOU FOR USING THE NEBRASKA STATE PATROL PAYPORT SERVICE

Status: **APPROVED**
Customer Name: Jordan R Paden
Type: 
Credit Card Number: 

Items	Quantity	TPE Order ID	Total Amount
Liquor License	1	46348388	\$45.25
Applicant Name: Jordan Paden			
Date of Birth: 			
Last four of Social Security Number: 			
Total remitted to the Nebraska State Patrol - Criminal Identification Division			\$45.25
Total Amount Charged			\$46.38

In consideration of the Landlord's leasing of the premises to the Tenant, the Tenant's leasing from the Landlord the premises, and the mutual benefits and obligations conferred by this lease on the Parties, and in recognition of the receipt and sufficiency of said consideration, the Parties hereby agree to the following terms and conditions:

I. The Parties. This lease agreement is between MDF Properties (hereinafter known as the "Lessor" and/or "Landlord") and Crush Pizza and Alehouse LLC (hereinafter referred to as the "Lessee" and/or "Tenant").

II. Premises. The space/property being leased shall be described as: 102 N Main, main floor, south side, Fremont Nebraska. (Hereinafter referred to as the "Premises").

III. Space Rented. The space described equals approximately: 2,800 Square Feet.

IV. Late Charge. If the Tenant fails to pay the Base Rent together with the Tenant's Pro Rata Share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease, on or before the tenth day after such payments are due, Tenant agrees to pay Landlord a late charge of five percent (5%), of amount due plus \$10.00 per day that it is not paid.

V. Term. The term of the lease shall be three years beginning on the first day of January, 2020 and ending on the last day of December, 2024.

VI. Rent. Rent shall be paid on the first of every month in the amount of one thousand dollars (\$1,000.00)

VIII. Renewals. Tenant does not have the right to renew the lease without the consent of Landlord.

IX. Security Deposit. The Tenant is required pay one thousand four hundred dollars (\$1,000.00) as a Security Deposit. If the Tenant follows the terms and conditions of this agreement in good faith and without damaging the Premises, the Security Deposit will be returned within thirty (30) business days, after Lessee has given a 30 day move-out notice in writing delivered to Lessor. Otherwise, any repairs needed for the Premises will be deducted from the Security Deposit.

X. Condition. The Tenant agrees to take tenancy of the property on an "as is" basis, and shall make all fit-ups (if needed) on the Premises at the expense of the Tenant.

XI. Improvements During Lease Term. Tenant shall have the right to place partitions and fixtures and make improvements or other alterations in the interior of the Premises at its own expense. Prior to commencing any such work, Tenant shall first obtain the written consent of Landlord for the proposed work. Landlord may, as a condition to its consent, require that the work be done by Landlord's own employees and/or under Landlord's supervision, but at the expense of Tenant, and that Tenant give sufficient security that the Premises will be completed free and clear of liens and in a manner satisfactory to Landlord. Upon termination of this Lease, at Landlord's option, Tenant will repair and restore the Premises to its former condition, at Tenant's expense, or any such improvements, additions, or alterations installed or made by Tenant, except Tenant's trade fixtures, shall become part of the Premises and the property of the Landlord. Tenant may remove its trade fixtures at the termination of this Lease provided Tenant is not then in default and provided further that Tenant repairs any damage caused by such removal.

XII. Use. The Tenant will occupy the Premises for the following use: Restaurant. Tenant shall comply with the Americans with Disabilities Act (ADA): All businesses that are open to the public or employ 15 or more people require that the premises be accessible by persons with disabilities. In the event that the premises must be altered for ADA compliance, the cost of improvements, alterations, and/or modifications necessary for compliance with the ADA shall be the responsibility of Tenant.

XIII. Utilities and Other Expenses. Tenant shall put in their name all applicable utilities and she be responsible for paying for: Cable, Internet, Phone, etc.

XIV. Landlord's Representations. Landlord agrees to maintain in good condition, and repair as necessary the foundations, exterior walls and the roof of the Premises. Tenant agrees that it will make, at its own cost and expense, all repairs and replacements to the Premises not required to be made by Landlord, including, but not limited to, all interior and exterior doors, door frames, windows, plate glass, and the heating, air conditioning, plumbing and electrical systems servicing the Premises. Tenant agrees to do all redecorating, remodeling, alterations, and painting required by it during the term of the Lease at its own cost and expense and

according to local, state and federal building codes, to pay for any repairs to the Premises or the Real Estate necessary by any negligence or carelessness of Tenant or any of its agents or employees or persons permitted on the Real Estate by Tenant, and to maintain the Premises in a safe, clean, neat, and sanitary condition. Tenant shall be entitled to no compensation for inconvenience, injury, or loss of business arising from the making of any repairs by Landlord, Tenant, or other tenants to the Premises or the Real Estate

XVI. Insurance and Indemnity. Landlord agrees to carry fire and hazard related coverage insurance for the Premises. Tenant agrees to carry public liability insurance that includes the Landlord as an insured party for personal injury. The coverage the Tenant shall provide will be in the amount of \$1,000,000.00 per occurrence. This agreement automatically releases the Landlord and Tenant from each other in reference to liability for property, loss, damage, personal injury, or anything else covered by the insurance plan. Tenant shall indemnify, hold harmless, and defend Landlord from and against, and Landlord shall not be liable to Tenant on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or claims of any kind, including reasonable attorney's fees, asserted by or on behalf of any person, entity, or governmental authority arising out of or in any way connected with either (a) a failure by Tenant to perform any of the agreements, terms, or conditions of this Lease required to be performed by Tenant; (b) a failure by Tenant to comply with any laws, statutes, ordinances, regulations, or orders of any governmental authority; or (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Premises, or the Real Estate, except as the same may be the result of the gross negligence of Landlord, its employees, or agents.

XVII. Taxes. Landlord shall pay Real Property Taxes. Tenant shall pay Personal Property Taxes.

XVIII. Subletting. The Tenant does not have the right to sublet the Premises.

XIX. Damage to the Premises. The Tenant may terminate the lease agreement if necessary repairs to the Premises due to fire, flood, or any natural catastrophe keep the Tenant from being open for over ninety (90) days. If the Tenant is not able to be open for the ninety (90) day period due to damage to the Premises, there will be no rent paid during said period.

XX. Default. If the Tenant defaults on the lease agreement for non-payment of rent or for any other reason, the Landlord agrees to give notice to the Tenant giving the Tenant the right to cure the issue(s). If the Tenant does not cure the issue(s) within the amount of time stated in the notice, then the Landlord has the right to take legal action.

XXI. Notice of Quiet Enjoyment. During the term of the lease agreement, the Tenant has the right of quiet enjoyment of the Premises.

XXII. Eminent Domain. The lease automatically becomes void if the Premises are taken by eminent domain.

XXIII. Holding Over. If the Tenant remains in possession of the Premises after the lease agreement ends, the tenancy shall continue on a month-to-month, or "Tenancy at Will," basis unless the Landlord gives notice for the Tenant to vacate.

XXIV. Additional Agreements. Landlord and Tenant additionally agree to the following: Included equipment shall be maintained and insured by tenant.

XXV. Entire Lease Agreement. This document supersedes any other writings in relation to the Premises and has authority over any oral agreements made between the Landlord and Tenant.

XXVI. Successors and Assignees. All assignees of the parties including heirs, successors, or anyone else that may be considered is mutually bound by this lease agreement.

XXVII. Subordination and Attornment. Landlord reserves the right to place liens and encumbrances on the Premises superior in lien and effect to this Lease. This Lease, and all rights of Tenant hereunder, shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Premises or the Real Estate or any part thereof, and Tenant agrees to execute, acknowledge, and deliver to Landlord, upon request, any and all instruments that may be necessary or proper to subordinate this Lease and all rights herein to any such lien or encumbrance as may be required by Landlord. In the event any proceedings are brought for the foreclosure of any mortgage on the Premises, Tenant will attorn to the purchaser at the foreclosure sale and recognize such purchaser as the Landlord under this Lease. The purchaser, by virtue of such foreclosure, shall be deemed to have assumed, as substitute Landlord, the terms and conditions of this

Lease until the resale or other disposition of its interest. Such assumption, however, shall not be an acknowledgment by the purchaser of the validity of any then existing claims of Tenant against the prior Landlord. Tenant agrees to execute and deliver such further assurances and other documents, including a new lease upon the same terms and conditions contained herein, confirming the foregoing, as such purchaser may reasonably request. Tenant waives any right of election to terminate this Lease because of any such foreclosure proceedings

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

Property Owner: MDF Properties LLC
 1238 N Broad
 Fremont, NE 68025
Tenant: Crush Pizza and Alehouse LLC
 102 N Main Street
 Fremont, NE 68025

XXIX. Governing Law. This lease agreement will be governed by and construed in accordance with the laws in the State of Nebraska, County of Dodge.

XXX. Counterparts and Modifications. The Landlord and Tenant agree that they shall sign several identical counterparts of this lease and any fully signed counterpart shall be treated as an original. Only writing(s) signed by the party against whom such a modification is sought to be enforced shall modify this lease.

XXXI. Waiver. If either Landlord or Tenant waives any term or provision of this lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this lease, that party retains the right to enforce that term or provision at a later time.

XXXII. Early Termination. The tenant does not have the option to terminate the lease.

XXXIII. Severability. If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision. It will not make any other provision of this lease invalid or unenforceable, and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

XXXIV. Rules and Regulations. (a) Tenant shall not place or erect any signs or identifying marks, trademarks, insignia or advertising on or about the Premises or the Real Estate except with the prior written consent of Landlord. In the event Tenant shall place or cause to be placed any sign, identifying marks, insignia or advertising on or about the Premises or the Real Estate without the prior written consent of Landlord, Landlord shall have the right and power to remove the same at Tenant's expense. (b) All loading and unloading of goods shall be done only at times, in the areas and through the entrances designated for that purpose by Landlord. (c) All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside of the Premises daily, prepared for collection and removed in the manner and at the times and place specified by Landlord. If Landlord provides or designates a service for collection of refuse and garbage, Tenant shall use that service, at Tenant's expense, provided the cost is reasonably competitive to any identical service available to Tenant. Tenant shall in all events pay for the costs of such service. (d) Nothing (including without limitation radio or television aerials) shall be placed or erected on the roof or exterior walls of the Premises without the prior written consent of Landlord, and it is understood that the exclusive use of the roof and exterior walls is reserved to Landlord. Anything so placed or erected on the roof or exterior walls shall be subject to removal without notice or liability at any time and any damage to the walls or roof caused by the removal shall be the responsibility of Tenant. (e) No loud speaker, television, phonograph, radio, flashing light or other device shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord. (f) No auction, fire, "lost our lease", bankruptcy or selling-out sales shall be conducted in the Premises without the prior written consent of Landlord, and none shall be conducted outside the Premises. (g) Tenant shall maintain all display windows in a neat, attractive condition, and shall exhibit only first-class materials, goods and items in all display

windows. Tenant shall not permit the display of any materials, goods or items which in the sole dis Item No. 9.
Landlord are considered lewd, obscene, pornographic, or otherwise not in keeping with the standards of the Real Estate. (h) The sidewalks, entry ways, loading areas, other common areas and other outside areas immediately adjoining the Premises shall be kept clear of debris and snow at all times by Tenant and Tenant shall not place or permit any obstructions, garbage, refuse, merchandise or displays in those areas. (i) Tenant shall keep the Premises at a temperature sufficient to prevent water from freezing in pipes and fixtures. (j) Tenant shall not place or maintain any temporary fixture for the display of merchandise outside the Premises or within six feet of any entrances to the Premises, and Landlord shall have the right, without giving prior notice to Tenant and without any liability for damage, to remove any such display from the Premises, except as shall have first received the written approval of Landlord as to size, color, location, nature and display qualities.



Landlord



Tenant



Comprehensive Business Plan

Executive Summary

Mission Statement

Keys to Success

Staffing

Hours of Operation

Industry description and outlook

Start Up Costs

Asset Requirements

Equipment Requirements

Break Even Analysis

Payroll Costs

Executive Summary

This pizza bar is a new restaurant that will be built in an existing building at 102 N Main. It will focus on attracting people from Downtown Fremont, and surrounding Fremont area. The concept is a New York style pizza menu and a brand new lounge with a full service bar.

The restaurant will consolidate the space into a 2,000 square foot food and alcohol hotspot to include a 20 seat horseshoe shaped bar and another 20+ seat tables and booths. Other areas or rooms will include a dining area away from the bar seating another 20, a remodeled men's and women's bathroom and additional 1,000 sq ft of storage in the basement. Parking will include 7 stalls directly in front, 4 stalls on the side and 6 stalls in the back. Additional free parking can be found around the downtown area.

The space includes a fully functional commercial kitchen which we will utilize.

Once opened, the restaurant will have an exceptional management team to guide its success. The owners will have over 20 years of pizza/restaurant experience, real estate management and small business ownership.

Mission Statement

Our mission is to create a brand new lounge and full service bar that satisfies the needs of people living and working in Downtown Fremont and immediate surrounding areas. Also, by offering a new casual place to gather and enjoy drinks with the convenience of scratch made affordable pizza served up in minutes. Customers can order by the slice or order a whole pizza. Additional menu items will be wings, breadsticks, calzones and oven baked sandwiches. See attached menu.

5 Keys to success

1. People first mentality by treating customers, community and staff with respect.
2. Strict management of revenue by paying debts and operating costs first, then re-investing profits into improvements and growth.
3. Controlled costs, COGS must not exceed 30%.
4. POS time management, inventory, ordering, and customer reward program.
5. Daily specials and happy hour.

Staff

Head bartender/manager, assistant bartender, head chef, 3 part time kitchen, 3 part time servers, 2 dishwashers

Hours of Operation

Open 7 days a week
11am-10pm

Industry description and outlook

Dodge County currently boasts over 36,000 people in population with a median age of 39 and household income of over \$51,000. Wage growth in Dodge County is more than 3%.

Direct competitors:

- Godfathers
- Gambino's
- Valentino's
- Papa Murphy's
- Pizza Hut
- Domino's
- Little Ceasar's

Indirect competitors:

- Buffalo Wild Wings
- The LA Fire Proof Door
- J's Steakhouse
- Wooden Windmill
- Applebee's
- Big Red Keno
- Gringo's
- Sana Anna's
- Ninja Sushi
- Maki Sushi

Competitor strengths and weaknesses:

Our competitors are good at offering good food at an affordable price. They struggle with customer service and continuity.

The window of opportunity: We feel we are entering a time of growth in customer base in Fremont and more specifically in Downtown Fremont.

Start up costs

Legal	\$500
Office supplies	\$0
Food inspections	\$500
Insurance	\$3,000
Licensing fees	\$1,500
Rent	\$1,000
Deposit	<u>\$1,000</u>
Total Start up costs	\$7,500

Interior construction estimates

Demolition	\$2,000
Framing	\$2,000
Drywall	\$1,000
Paint	\$1,000
Electrical	\$2,500
Plumbing	\$3,500
Bathroom remodel	\$2,000
Bar finish	\$2,000
Flooring	\$2,000
Trim & Finish	\$1,000
Misc. items	<u>\$1,000</u>
Total interior remodel	\$20,000

Exterior construction estimates

Entry lighting	\$1,000
Entry and exit doors	\$2,000
Sign	<u>\$2,000</u>
Total Exterior remodel	\$5,000

Assets, furniture, inventory

Refrigeration	\$0
Ice makers & chests	\$0
Shelving & storage	\$0
Misc bar equipment	\$1,000
4 hole sinks	\$0
Dishwasher	\$0
Bar inventory	\$10,000
Kitchen inventory	\$2,000
Audio and lighting	\$2,000
Tables and chairs	\$3,000
TV's	\$3,000
POS system	<u>\$3,000</u>
Total assets, furniture, inventory	\$24,000

Advertising and marketing	\$2,000
Cash balance opening day	<u>\$500</u>

Grand Total **\$59,000**

Break Even Analysis - Yearly

Annual Gross Income

Bar Income	\$150,000
Pizza Income	<u>\$75,000</u>
Total Gross Income	\$225,000 (\$625 a day)

Annual Operating Expenses

Payroll	\$135,000
COGS	\$40,000
Payroll Taxes	\$7,000
Rent	\$12,000
Insurance	\$2,000
Accounting	\$5,000
Ads & Marketing	\$5,000
Office	\$1,000
Utilities	\$9,000
Internet & Cable	\$5,000
Taxes	\$3,000
Other	<u>\$1,000</u>
Total	\$225,000

Payroll Costs

Daily average

Bar/Manager	\$120
Assistant Bar/Manager	\$80
Head chef	\$100
Assistant Cook	\$60
Server	<u>\$15</u>
Avg	\$375

Item No. 9.

PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046
Lincoln NE 68509-5046
(402)471-4881
jackie.matulka@nebraska.gov
OTC Local Ref ID: 47764096
2/18/2020 11:40 AM

Status: **APPROVED**
Customer Name: Jordan R Paden
Type: 
Credit Card Number: 

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License	1	46349060	\$400.00
Applicant Name: Jordan Paden			
Trade Name: Crush Pizza and Alehouse			
Premises Address: 102 N Main St			
Premises City: Fremont			
Total remitted to the Nebraska Liquor Control Commission			\$400.00
Total Amount Charged			\$409.96

LIQUOR APPLICATION REPORT

Item No. 9.

PLANNING REPORT

DATE March 3, 2020

DUE DATE: March 3, 2020

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

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

AND RETURN THIS FORM

GENERAL INFORMATION:

APPLICANT Jordan Paden dba Crush Pizza and Alehouse

LOCATION 102 N. Main Street

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

EXISTING ZONING: DC, Downtown Commercial

EXISTING LAND USE: vacant commercial building

ADJACENT LAND USE AND ZONING:

NORTH: DC, Downtown Commerical

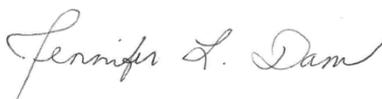
SOUTH: DC zoning with commercial uses

EAST: DC zoning with commercial uses

WEST: DC zoning with commercial uses

GENERAL NEIGHBORHOOD / AREA LAND USES: The subject property is located in the downtown commercial district and is surrounded by commercial and light industrial uses.

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

SIGNED: 

Jennifer L. Dam, AICP; Director of Planning

RESOLUTION NO. 2020-056

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA CONSIDERING AN APPLICATION FOR A CLASS I LIQUOR LICENSE FOR CRUSH PIZZA AND ALEHOUSE LLC DBA CRUSH PIZZA AND ALEHOUSE 102 N. MAIN ST., FREMONT, NE 68025.

WHEREAS, an application was filed by Crush Pizza and Alehouse LLC dba Crush Pizza and Alehouse, for property located at 102 N. Main St., Fremont, NE 68025 for a class I liquor license; and,

WHEREAS, a public hearing notice was published in the Fremont Tribune as required by state law on February 29, 2020; and,

WHEREAS, a public hearing was held on March 10, 2020 for the purpose of discussing such liquor license application,

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

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

PASSED AND APPROVED THIS 10TH DAY OF MARCH 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jody Sanders, CPA, Director of Finance
DATE: March 10, 2020
SUBJECT: Report of Treasury

Recommendation: Move to receive Report of the Treasury

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

More detailed information regarding the CD and CDAR investments are available on the City's website under Government.

Fiscal Impact: As noted in the report. The City's total decreased by \$534,000 from February, with payments made for the new dump truck, and progress payments on the auditorium renovation paid in February. The Utility total increased by \$1,933,000, as collections for winter month utility bills continues.

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

City of Fremont
Report of Treasury - Cash and Investment Bank Balances
February 29, 2020

<u>Account Name</u>	Statement ending balances					
	First National Bank - Fremont	First State Bank	Pinnacle Bank of Fremont	Cornerstone Bank, Columbus	NE Land National Bank, North Platte	Nebraska Public Investment Trust
Governmental						
<u>Checking/Money Market</u>						
City Treasurer	\$ 8,371,744					
City Treasurer-M Mkt	\$ 1,559,060					
SID #4	\$ 61,270					
Special Revenue		\$ 275,116				
Infrastructure - Sales Tax						\$ 4,314
Insured M MKT ** -Sales Tax		\$ 6,554,565				
Public Safety - Sales Tax						\$ 944,646
Streets - Sales Tax						\$ 227,272
Streets - M Mkt			\$ 418,442			
Community Development Agy	\$ 228,778					
Keno			\$ 250,320			
CDBG Clearing	\$ 24,058					
CDBG Program Income	\$ 69,446					
E911	\$ 178,642					
Drug Task	\$ 35,464					
Employee Benefits			\$ 2,576,703			
Total Checking/Money Market	\$ 10,528,462	\$ 6,829,680	\$ 3,245,466	\$ -	\$ -	\$ 1,176,233
<u>CD Investments</u>						
General fund	\$ 4,500,000		\$ 3,250,000	\$ 200,000	\$ 2,000,000	
Sales Tax/Infrastructure fund						
Sales Tax/Streets fund						
Sales Tax/LB840 fund	\$ 1,500,000		\$ 1,500,000			
Street fund	\$ 1,000,000	\$ -	\$ 500,000			
KENO fund			\$ 300,000			
Trust Fund	\$ 100,000		\$ 60,000			
E911			\$ 250,000			
Special assessment Fund			\$ 750,000			
Employee Benefits	\$ 1,000,000		\$ -			
Work Comp	\$ 750,000		\$ -			
Total CD Investments	\$ 8,850,000	\$ -	\$ 6,610,000	\$ 200,000	\$ 2,000,000	\$ -
Total Governmental deposits	\$ 19,378,462	\$ 6,829,680	\$ 9,855,466	\$ 200,000	\$ 2,000,000	\$ 1,176,233
					Grand total	\$ 39,439,841

City of Fremont
 Report of Treasury - Cash and Investment Bank Balances
 February 29, 2020

Statement ending balances

Account Name	First National Bank - Fremont	First State Bank	Pinnacle Bank of Fremont	Cornerstone Bank, Columbus	NE Land National Bank, North Platte	Nebraska Public Investment Trust
Proprietary Funds						
<u>Checking/Money Market</u>						
Combined Utilities Fund	\$ 18,972,034					
Electric Fund	\$ 607					
Comb Util Funds/Construction	\$ 9,035,316					
Electric Funds						\$ 2,031,298
Water Project Bond Acct	\$ 80,560					
Department of Utilities			\$ 677,591			
Sewer Improvement	\$ 3,391					
Sewer Funds						\$ 315,315
Gas Fund						\$ 759,580
Electric Fund				\$ 150		
Total Checking/Money Market	\$ 28,091,909	\$ -	\$ 677,591	\$ 150	\$ -	\$ 3,106,194
<u>CD Investments</u>						
Electric	\$ 2,750,000	\$ 2,000,000	\$ 5,096,000			
Water	\$ 675,000		\$ 200,000			
Sewer	\$ 250,000					
Gas	\$ 500,000					
Total CD Investments	\$ 4,175,000	\$ 2,000,000	\$ 5,296,000	\$ -	\$ -	\$ -
Total Proprietary deposits	\$ 32,266,909	\$ 2,000,000	\$ 5,973,591	\$ 150	\$ -	\$ 3,106,194
					Grand total	\$ 43,346,844
Grand total, all funds	\$ 51,645,370	\$ 8,829,680	\$ 15,829,057	\$ 200,150	\$ 2,000,000	\$ 4,282,427
					Grand total	\$ 82,786,684
CITY CDARS CERTIFICATES				\$ 4,100,000		\$ 3,225,000
DU CDARS CERTIFICATES	\$ -		\$ -	\$ 2,900,000	\$ -	\$ 2,600,000



**COMMUNITY DEVELOPMENT AGENCY, BOARD OF EQUALIZATION & CITY COUNCIL
MEETING MINUTES**

**February 25, 2020 - 6:30 PM (Public Comment)
City Council Chambers 400 East Military, Fremont NE**

COMMUNITY DEVELOPMENT AGENCY AGENDA

7:00 PM

MEETING CALLED TO ORDER. After the Pledge of Allegiance, the Chair called the meeting of the Community Development Agency to order and stated that a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas.

ROLL CALL. Roll call showed Members McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus and Legband present. 8 members present.

1. Resolution 2020-001 forwarding a proposed redevelopment plan amendment (WholeStone Farms Redevelopment Project) to the planning commission for purposes of its review, public hearing and recommendation regarding said plan’s conformity with the comprehensive plan. Member Kuhns moved, seconded by Member Jacobus to amend the Resolution number to 2020-002. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, and Jacobus. Motion carried. Motion made by Kuhns, Seconded by Jensen to approve Resolution 2020-002 as amended. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

ADJOURNMENT. Member Legband moved, seconded by Member Jensen to adjourn at 7:14 p.m. Ayes: McClain, Kuhns, Bechtel, Legband, Ellis, Yerger, Jensen, Jacobus. Motion carried.

BOARD OF EQUALIZATION

7:00 PM – Following the preceding Meeting

MEETING CALLED TO ORDER. The Chair called the meeting of the Community Development Agency to order and stated that a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas.

ROLL CALL. Roll call showed Members McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus and Legband present. 8 members present.

3. Hold public hearing and consider complete cost and schedule of Assessments for Business Improvement District #1. The Chair opened the public hearing. The Chair closed

the public hearing after receiving comments from the public. Motion by Jensen, seconded by Legband to receive redline request spreadsheet and two additional requests. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. Motion made by Jacobus, seconded by Legband to approve the exemptions in the blue section marked red with the exception of 309-311 E. 8th. Voting Yea: McClain, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Abstention: Ellis. Motion carried. Motion made by Jacobus to deny request for property 405-413 N. Main. The motion died due to lack of a second. Motion made by Kuhns, seconded by Legband to approve the 50% exemption request for property 405-413 N. Main. Voting Yea: McClain, Kuhns, Bechtel, Yerger, Jensen, Legband. Voting Nay: Jacobus. Abstention: Ellis. Motion carried. Motion made by Yerger to deny the exemption request for 141 E. Military motion dies due to lack of a second. Motion made by Jacobus, seconded by Jensen to approve 50% exemption for property 141 E. Military. Voting Yea: McClain, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Abstention: Ellis. Motion carried. Motion made by Jacobus, seconded by Kuhns to approve 50% exemption for property 124 E. 6th. Voting Yea: McClain, Kuhns, Bechtel, Jensen, Jacobus, Legband. Voting Nay: Yerger. Abstention: Ellis. Motion carried. Motion made by Jacobus, seconded by Yerger to deny exemption request for 309-311 E. 8th St. Voting Yea: McClain, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Abstention: Ellis. Motion carried. Motion made by Legband, seconded by Jacobus to approve the exemptions in the yellow section marked red. Voting Yea: McClain, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Abstention: Ellis. Motion carried. Motion made by Jacobus, seconded by Legband to deny exemption for property 338 N. Main. Voting Yea: McClain, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Abstention: Ellis. Motion carried. Motion made by Jacobus, seconded by Jensen to approve 50% exemption for property 310 E. Military. Voting Yea: McClain, Bechtel, Yerger, Jensen, Jacobus, Legband. Voting Nay: Kuhns. Abstention: Ellis. Motion carried. Motion made by Jacobus, seconded by Yerger to deny exemption request for property 330 N. Main. Voting Yea: McClain, Bechtel, Yerger, Jensen, Jacobus, Ellis. Voting Nay: Legband. Abstention: Ellis. Motion carried. Motion made by Jacobus, seconded by Legband to approve 25% exemption for 120 N. D St. Voting Yea: McClain, Bechtel, Yerger, Jensen, Jacobus, Legband. Abstention: Kuhns. Motion carried.

4. Resolution 2020-001 levying a special tax and assessment in the amount of \$271.95 against Lot 13, Block 4, Northside (owner: Atlantica, LLC) to pay the costs of weed and debris removal and assessment. Motion made by Legband, seconded by McClain to approve Resolution 2020-001. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

ADJOURNMENT. Member Jensen moved, seconded by Member McClain to adjourn at 8:10 p.m. Ayes: McClain, Kuhns, Bechtel, Legband, Ellis, Yerger, Jensen, Jacobus. Motion carried.

CITY COUNCIL REGULAR MEETING AGENDA

7:00 PM – Following the preceding Meeting

MEETING CALLED TO ORDER. The Mayor called the meeting of the City Council to order and stated that a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas.

ROLL CALL. Roll call showed Members McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus and Legband present. 8 members present.

MAYOR COMMENTS

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

4. Motion to adopt current agenda for February 25, 2020 Regular Meeting. Motion made by Yerger, Seconded by McClain. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

BUSINESS FROM PREVIOUS MEETING:

5. Request to postpone annual report from Library Board. Motion made by Yerger, Seconded by Kuhns to postpone annual report from Library Board to second meeting in April. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.
6. Resolution 2020-038 to enter agreement with Nebraska State Patrol to subscribe to MACH mobile mapping product. Motion made by Jensen, Seconded by Legband to approve Resolution 2020-038. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.
7. Motion to approve a subdivision agreement with Mesner Development for the Hidden Brook Subdivision. Motion made by Yerger, seconded by Kuhns to amend section 4a5 of the agreement to include cul-de-sac. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. Motion made by Legband, Seconded by Jensen to approve subdivision agreement with Mesner Development for the Hidden Brook Subdivision as amended. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

PUBLIC HEARINGS:

8. Ordinance 5527 to annex WholeStone Farms property. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments. Motion made by Legband, Seconded by Jensen to introduce and hold first reading of Ordinance 5527. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. City Clerk provided first reading.

CONSENT AGENDA: Council Member McClain moved, seconded by Council Member Legband to approve Consent Agenda items 11, 14-16, 18, and 20-21. Voting Yea: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

9. Motion to approve February 12, 2020 through February 25, 2020 claims and authorize checks to be drawn on the proper accounts. Motion made by Jacobus, Seconded by Legband to approve February 12, 2020 through February 25, 2020 claims. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

10. Receive fiscal year-end financial statements. Motion made by Jacobus, Seconded by Legband to receive fiscal year-end financial statements. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.
11. Dispense with and approve February 11, 2020 City Council Meeting Minutes, and February 18, 2020 Emergency City Council Meeting Minutes.
12. Resolution 2020-041 approving non Class C liquor license renewals. Motion made by Yerger, Seconded by Legband to approve Resolution 2020-041. Voting Yea: Yerger, McClain, Jensen, Legband, Kuhns Voting Abstaining: Ellis, Bechtel, Jacobus. Motion carried.
13. Resolution 2020-042 authorizing and awarding the bid to R&D Construction for all labor, materials and construction of an awning at the entrance of the Fremont Friendship Center. Motion made by Jensen, Seconded by Yerger to approve Resolution 2020-042. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.
14. Move to approve the recommendation of the Mayor to re-appoint Sheri Kment to the Library Board.
15. Resolution 2020-043 of the City Council of the City of Fremont, Nebraska, to enter into an Interlocal Agreement with Colfax County Nebraska to join 911 systems in to a co-hosted system.
16. Resolution 2020-045 to terminate the City's League Association of Risk Management (LARM) Pool membership for liability and non-Utility property insurance coverage.
17. Resolution 2020-044 to contract for professional services to provide the City assistance in marketing its property and liability coverage for its 2020-2021 renewal. Motion made by Kuhns, Seconded by Jacobus to approve Resolution 2020-044. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.
18. Resolution 2020-046 consenting to the vacation of a portion of Park Street from Cathy street to Judy Drive, and communicating the same to the Dodge County Board of Supervisors.
19. Resolution 2020-047 to approve St. Patrick's Church request for the use of and street closures for its 49th Annual St. Patrick's Festival on Sunday, June 7, 2020, from 11:00 A.M. to 7:00 P.M. for their annual parish festival. Motion made by Yerger, seconded by Jensen to receive updated map and Resolution. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. Motion made by Yerger, seconded by Jacobus to amend the resolution as received. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. Motion made by Jacobus, Seconded by Legband to approve Resolution 2020-047 as amended. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.
20. Resolution 2020-048 to authorize signing of the Year-End Certification of the City Street Superintendent for the calendar year of 2019 for State of Nebraska street incentive payments.

21. Resolution 2020-049 of the City Council of the City of Fremont, Nebraska, to designate Mark Vyhlidal as the Fremont Street Superintendent for the calendar year of 2020 for State of Nebraska street incentive payments.
22. Mayor Getzschman item – Resolution 2020-054 accepting and awarding the proposal of GovConnection Inc. for add on licenses, VMware maintenance agreement and server infrastructure to lifecycle existing servers. Motion made by Kuhns, Seconded by Yerger to approve Resolution 2020-054. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

UNFINISHED BUSINESS: Requires individual associated action

23. Ordinance 5518 repealing and replacing Chapter 3, Article 7 Section 3-701 of the Fremont Municipal Code titled Municipal Library; operation and funding (first reading).
 - a. Council Member Yerger Item – Ordinance 5518 repealing and replacing Chapter 3, Article 7, - Library including Sections 3-701 to 3-707

Motion made by Yerger, seconded by Jacobus to Introduce and hold first reading of Ordinance 5518 with Board Amendments. Voting Yea: Ellis, Yerger, Jensen, Jacobus. Voting Nay: McClain, Kuhns, Bechtel, Legband. Motion failed. Motion made by Legband, seconded by Kuhns to introduce and hold first reading of Ordinance 5518. Voting Yea: McClain, Kuhns, Bechtel, Legband, Getzschman. Voting Nay: Ellis, Yerger, Jensen, Jacobus. Motion carried. City Clerk provided first reading.
24. Resolution 2020-050 for Implementation of City Council Policy for Prayer before Council Meetings. Motion made by Jacobus, Seconded by Yerger. Voting Yea: Yerger, Bechtel, Jacobus Voting Nay: Ellis, McClain, Jensen, Legband, Kuhns. Motion failed.
25. Ordinance 5521 for a Change of Zone from UR, Urban Residential to SC, Suburban Commercial property generally located on the west side of N. Clarkson St. between the hospital access road and 30th Streets (final reading). Motion made by Jensen, Seconded by Legband to hold final reading of Ordinance 5521. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. City Clerk provided final reading. Mayor Getzschman called for a final vote on the Ordinance. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Ordinance 5521 passed.
26. Ordinance 5523 to amend Section 11-920 of the City of Fremont UDC to amend the definitions of Front Yard, Side Yard, Street Side Yard and Rear Yard (final reading). Motion made by Yerger, seconded by Jacobus to receive updated Ordinance language. Voting Yea: Yerger, Ellis, McClain, Jensen, Bechtel, Kuhns, Jacobus Voting Nay: Legband. Motion carried. Motion made by Jacobus, seconded by Yerger to amend the Ordinance to include the amended language. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. Motion made by Yerger, seconded by Jacobus to hold final reading of Ordinance 5523 as amended. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. City Clerk provided final reading. Mayor Getzschman called for a final vote on the Ordinance. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. Ordinance 5523 is passed.

NEW BUSINESS: Requires individual associated action

27. Resolution 2020-051 authorizing levying of assessments for Business Improvement District #1. Motion made by Legband, Seconded by Jensen, to receive the updated schedule of assessments. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. Motion made by Legband, seconded by Kuhns to amend and set the levy of the assessment at .001612. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. Motion made by Jensen, Seconded by Legband to approve Resolution 2020-051 as amended. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

28. Resolution 2020-052 approving a Local Option Economic Development Loan for WholeStone Farms II, LLC, authorizing staff to negotiate a loan agreement, and authorizing the Mayor to sign the appropriate loan transactions. Motion made by Legband, Seconded by Kuhns. Voting Yea: Ellis, McClain, Jensen, Legband, Bechtel, Kuhns
Voting Nay: Yerger, Jacobus. Motion carried.

ADJOURNMENT. Motion made by Legband, seconded by Bechtel to adjourn. Ayes: McClain, Kuhns, Bechtel, Legband, Getzschman. Nays: Ellis, Yerger, Jensen, Jacobus. Motion carried.

APPROVED AND ACCEPTED AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA COMMUNITY DEVELOPMENT AGENCY BOARD OF EQUALIZATION & REGULAR CITY COUNCIL MEETING MINUTES FOR FEBRUARY 25, 2020.

Tyler Ficken, City Clerk

Scott Getzschman, Mayor

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Todd Bernt, Fire Chief

DATE: March 10, 2020

SUBJECT: Purchase Fire Station Alerting System

Recommendation: Move to approve resolution.

Background: This is to replace our current Zetron fire station alerting system (FSA) that is approximately 20 years old. Our current system is not National Fire Protection Association (NFPA) compliant and does not work like it once did. Had technicians working on the system which cannot find the problems and the solutions to the problems are short term.

The new system would be NFPA compliant and provide automated dispatching. The system is IP based and would be connected the city's network. There will be redundancy built into the system so if one part of the system down, the fire station will still get the alert from dispatch through a different path.

The fire station alerting system is tied in with the dispatch center. When dispatch receives a 911 call, dispatchers collect all important information from the caller. The dispatcher inputs that information in to the CAD system and then alerts the fire department. The fire department personnel are alerted through tones and voice stating address and other important information related to the emergency.

The new FSA system will help reduce response times, alleviate stress to dispatchers by providing automated dispatching, and uses heart-friendly alerting tones, and red LED lights to minimize first responder health issues.

On December 2, 2019, started advertising the Request for Proposals (RFP) for the new fire station alerting system on the city website. Proposals from companies responding to the RFP are to be submitted by January 17, 2020.

The week of December 2, thirteen (13) e-mails with the RFP attached were sent to representatives of eight different fire station alerting system companies. Between December 2 and 4, received e-mail responses from four companies acknowledging receipt of the proposal or stating they would review our RFP and submit a proposal or look forward to submitting a proposal. The four companies were D & D Communications, Omaha, Nebraska; Firehouse Alerting, Maryland; Westnet, Inc., California; and Com Tech Communications, California.

Received questions from two other companies about the RFP. In the RFP, it states if companies had questions or needed clarifications, they were to submit questions before or on December 20, 2019. Those questions were answered and provided through an addendum posted on the city's website. The addendum were also e-mailed to the companies that provided the questions. The two companies receiving questions from were Racom, IA and Bryx, New York.

On December 23, received a phone call from D & D Communications in Omaha stating that they are declining to submit a proposal. D & D Communications is the dealer for Locution Fire Station Alerting located in Colorado. Stated the company is busy and would be unable install a system at this time. Stated if the project was much larger such as a ten fire station install project they may have submitted a proposal. This project being a small single fire station project stated they don't have the time.

On January 13, received a phone call from Platte Valley Communications, Kearney, Ne, dealer for the Zetron Company, asking about the proposal and the closing date. Stated he was notified the previous week of January 6 from the Zetron Company of the RFP and the company wanted him to submit a proposal. Stated that with the short notice from the Zetron Company that they would be unable to submit a proposal. Zetron Company was notified by e-mail of the RFP on December 2, 2019. Platte Valley Communications has not completed a Zetron fire station alerting system project in the 5 years.

Over the course of the advertising and answering questions, I received responses from seven out of the eight companies. The only company not to respond was Motorola.

The fire department received only one proposal from Racom, headquarters located in Marshalltown, Iowa and is the dealer for US Digital Designs of Tempe, Arizona.

The submitted proposal was reviewed by Communications Director Shelly Holzerland, IT Director Nick Brand, and myself. On February 6, we met with Racom and US Digital reps to review and get clarifications on their proposal. The equipment proposed will accommodate the fire department and dispatch center now and as we change and grow in the future. Equipment for the new system will be installed at both the dispatch center and fire station.

Area fire departments that currently use this system: Omaha Fire Department (NE), Lincoln Fire Department (NE), and Council Bluffs Fire Department (IA). Bellevue Fire Department (NE) and Papillion Fire Department (NE) will be using this system in the near future.

Also needing approval is the service agreement with Racom/US Digital Design Phoenix G2. This service agreement goes in effect after the warranty period has expired, 18 months from the time the parts were shipped. The Service Agreement includes:

- 1) Software maintenance
- 2) Repair of defective or malfunctioning Hardware

- 3) Technical support
- 4) Remote access
- 5) Emergency support
- 6) Updates for all system software
- 7) 29 App licenses

Included is training for IT personnel, dispatchers, and fire department.

Total cost includes two years' service agreement: \$177,229.76
After the two years annual maintenance, this will be renewed annually.

The service agreement was reviewed the by city attorney.

Fiscal Impact: This has been approved through the 2019-2020 Capital Improvement Plan of \$268,000



**FREMONT FIRE DEPARTMENT
USDD FIRE STATION ALERTING SYSTEM
JANUARY, 2020**

Item No. 13.

FOR DELIVERY TO:
Fremont City Clerk
415 East 16th Street
Fremont, NE 68025
Chief Todd Bernt
todd.bernt@fremontne.gov
[402-727-2688](tel:402-727-2688)

PRICING SUMMARY PAGE					
ITEM	LOCATION	DESCRIPTION	WARRANTY	FSA SYSTEM	EXTENDED
DISPATCH LEVEL SUBTOTALS					
1	DODGE CO. DISPATCH CENTER	FSA System, Mobile App, Services, Warranty & Support	INCLUDED	\$ 78,069.25	\$ 78,069.25
STATION LEVEL SUBTOTALS					
2	FREMONT FIRE DEPARTMENT	FSA System, Mobile App, Services, Warranty & Support	INCLUDED	\$ 99,160.51	\$ 99,160.51
SYSTEM TOTAL					\$ 177,229.76
OPTIONAL STATION SPARES					
3	SPARES	Recommended Station Spares (NOT INCLUDED IN TOTAL)	INCLUDED	\$ 8,321.00	\$ -
GRAND TOTAL					\$ 177,229.76
PAYMENT TERMS					
30% down with order; 30% upon shipment; 30% following install; and 10% following system acceptance					

**FREMONT FIRE DEPARTMENT
USDD FIRE STATION ALERTING SYSTEM
JANUARY, 2020**

Item No. 13.

FOR DELIVERY TO:
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400 East Military Avenue
Fremont, NE 68025
Chief Todd Bernt
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DODGE COUNTY DISPATCH CENTER					
ITEM	PART NUMBER	DESCRIPTION	QTY.	UNIT	EXTENDED
DISPATCH SYSTEM INTERFACES					
1	RSI-P	Full Console Radio System Interface	1	\$ 13,650.00	\$ 13,650.00
2	CADI-P	CAD Interface - Central Square Zuercher (USDD side only)	1	\$ 11,950.00	\$ 11,950.00
DISPATCH SYSTEM COMPONENTS					
3	G2-GW	G2 Communications Gateway Pair	1	\$ 10,425.00	\$ 10,425.00
4	GaRI-RM	G2 Gateway Audio Radio Interface	1	\$ 2,075.00	\$ 2,075.00
DISPATCH SYSTEM SERVICES					
5	GW-CM	Gateway Configuration & Modifications	50	\$ 310.00	\$ 15,500.00
6	GW-ISU	Gateway Installation and Start-up	1	\$ 6,425.00	\$ 6,425.00
7	GW-PM	Gateway Project Management	1	\$ 281.25	\$ 281.25
8	TRA-SA	Training - System Administrator - On-site	1	\$ 4,025.00	\$ 4,025.00
9	TRA-DO-O	Training - Dispatch Operator - On-Site	1	\$ 4,025.00	\$ 4,025.00
10	SHIPPING	Shipping	1	\$ 155.00	\$ 155.00
PRIMARY DISPATCH CENTER SUB-TOTAL					\$ 68,511.25
ANCILLARY EQUIPMENT SERVICES					
11	RACOM System Project Management	Overall FSA System Project Management	1	\$ 1,200.00	\$ 1,200.00
12	Removal of Existing System	Removal of ZETRON system after System Acceptance	1	\$ 1,500.00	\$ 1,500.00
ANCILLARY EQUIPMENT SUB-TOTAL					\$ 2,700.00
WARRANTY AND SUPPORT SERVICES					
13	RS-1YR-STD	1st year std warranty & support = 18 months*		Included	Included
14	RS-AYR-STD	Years 2 & 3 Com Center Warranty and Support	2	\$ 3,429.00	\$ 6,858.00
GRAND TOTAL					\$ 78,069.25

*Warranty includes telephone remote access support (8:00 AM - 5:00 PM MST). See TAB 03H - Warranty for complete details.

**FREMONT FIRE DEPARTMENT
USDD FIRE STATION ALERTING SYSTEM
JANUARY, 2020**

Item No. 13.

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402-727-2688

FIRE DEPARTMENT STATION 1					
ITEM	PART NUMBER	DESCRIPTION	QTY.	UNIT	EXTENDED
STATION SYSTEM LICENSES					
1	VA	G2 VOICEALERT - Single Station License	1	\$ 1,030.00	\$ 1,030.00
2	G2-APP-DLI	G2 Mobile FSAS App - additional (5) licenses	5	\$ 108.00	\$ 540.00
3	G2-APP-DLI	G2 Mobile FSAS App - up to 24 licenses per ATX	24	INCLUDED	INCLUDED
PHOENIX G2 STATION CONTROLLER					
4	ATX	G2 ATX Station Controller up to 8 peripheral remote options	1	\$ 21,750.00	\$ 21,750.00
5	UPS-STD	ATX UPS, Standard	1	\$ 923.00	\$ 923.00
6	UPS-WMB	Shelf/Bracket, Wall-Mount for UPS	1	\$ 57.00	\$ 57.00
STATION SYSTEM PERIPHERAL OPTIONS					
7	P-AMP	Microphone Pre-Amplifier	1	\$ 333.33	\$ 333.33
8	MIKE	Shure Station Microphones	1	\$ 249.95	\$ 249.95
8	TVR	G2 HDTV Remote Module	1	\$ 975.00	\$ 975.00
9	FP-43	Flat Panel Monitor/Smart HDTV 32"	1	\$ 640.00	\$ 640.00
10	FPM-U	Flat Panel/TV Mount Universal 23"-46" Tilt	1	\$ 107.86	\$ 107.86
11	MR2	G2 Message Remote 2	1	\$ 1,275.00	\$ 1,275.00
12	MS-G-M	G2 Message Sign (Digital LED) Mini Gamma Sign	2	\$ 915.00	\$ 1,830.00
13	MS-G-S	G2 Message Sign, Digital LED - 24" Active Screen Width	4	\$ 1,050.00	\$ 4,200.00
14	MS-AP-D	MS-G ADAPTER Plate, Double, VESA	2	\$ 49.00	\$ 98.00
15	MS-MNT-ART-L	MS Mount - Articulating, Long Reach	2	\$ 287.00	\$ 574.00
16	SPK-LED-FM	G2 LED Illuminated Speaker - Flush Mount, 70v	15	\$ 325.00	\$ 4,875.00
17	SPK-OAS	G2 Speaker Omni Alert Strobe	1	\$ 815.00	\$ 815.00
18	SPK-STD-FM	Speaker - Standard, Flush Mount, 70v	4	\$ 85.00	\$ 340.00
19	SPK-STD-SM	Speaker - Standard, Surface Mount, Metal Box	3	\$ 85.00	\$ 255.00
20	SPK-W-SM	SPEAKER - App Bay/Outdoor - Weatherized Surface Mount, 70v	4	\$ 310.00	\$ 1,240.00
21	P C301W	Ricoh Network Rip and Run Printer	1	\$ 450.00	\$ 450.00
22	STR	G2 Strobe Light/ Red LED	1	\$ 550.00	\$ 550.00
STATION-LEVEL SERVICES					
23	ST-INST	Install - RACOM/Miller - Includes Items Below**	1	\$ 34,898.05	\$ 34,898.05
24	ST-SU	Station Configuration and Start-Up	1	\$ 2,982.40	\$ 2,982.40
25	ST-PM	Station Project Management	1	\$ 1,278.17	\$ 1,278.17
26	ST-ES	Station Engineering/Design Services	1	\$ 655.25	\$ 655.25
27	ST-DM	Station Documentation	1	\$ 63.91	\$ 63.91
28	SHIPPING	Shipping	1	\$ 1,305.55	\$ 1,305.55
STATION SYSTEM WARRANTY					
29	RS-1YR-STD	1st year std warranty & support + 6 months = 18 months*		Included	Included
30	RS-AYR-STD	Years 2 & 3 for standard warranty & support	2	\$ 7,434.52	\$ 14,869.04
GRAND TOTAL					\$ 99,160.51
*Warranty includes telephone remote access support (8:00 AM - 5:00 PM MST). Includes RACOM On-Site Support.					
See TAB 03 - Warranty for complete details.					
**Install includes installation by RACOM and Miller Electric, install hardware, conduit, cabling volume controls, speaker baffles, ceiling brackets, lift rental, clean-up and logistics					

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USDD FIRE STATION ALERTING SYSTEM
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402-727-2688

OPTIONAL ITEMS						\$	-
ITEM	PART NUMBER	DESCRIPTION	QTY.	UNIT	EXTENDED		
STATION SYSTEM SPARES - PERIPHERAL OPTIONS							
1	TVR	G2 HDTV Remote Module	1	\$ 975.00	\$ 975.00		
2	MR2	G2 Message Remote 2	1	\$ 1,275.00	\$ 1,275.00		
3	MS-G-M	G2 Message Sign (Digital LED) Mini Gamma Sign	1	\$ 915.00	\$ 915.00		
4	MS-G-S	G2 Message Sign, Digital LED - 24" Active Screen Width	1	\$ 1,050.00	\$ 1,050.00		
5	SPK-LED-FM	G2 LED Illuminated Speaker - Flush Mount, 70v	1	\$ 325.00	\$ 325.00		
6	SPK-OAS	G2 Speaker Omni Alert Strobe	1	\$ 815.00	\$ 815.00		
7	SPK-STD-FM	Speaker - Standard, Flush Mount, 70v	1	\$ 85.00	\$ 85.00		
8	SPK-STD-SM	Speaker - Standard, Surface Mount, Metal Box	1	\$ 85.00	\$ 85.00		
9	SPK-W-SM	SPEAKER - App Bay/Outdoor - Weatherized Surface Mount, 70v	1	\$ 310.00	\$ 310.00		
10	STR	G2 Strobe Light/ Red LED	1	\$ 550.00	\$ 550.00		
11	ADS-S	Apparatus Presence Detectors	2	\$ 968.00	\$ 1,936.00		
STATION SYSTEM WARRANTY							
12	RS-1YR-STD	1st year std warranty & support + 6 months = 18 months*		Included	Included		
13	RS-AYR-STD	Second year for standard warranty & support (Not in Total)		\$ 574.65	\$ -		
GRAND TOTAL						\$ 8,321.00	
*Warranty includes telephone remote access support (8:00 AM - 5:00 PM MST). Includes RACOM On-Site Support.							
See TAB 03 - Warranty for complete details.							

Bid Tabulation

1) Racom (Headquarters) Dealer/Installer
201 W. State Street
Marshalltown, IA 50158

US Digital Solutions, Tempe, AZ is the manufacture of the system.

Included is an 18 month warranty:

Covered under the warranty

- 1) Software maintenance
- 2) Repair of defective or malfunctioning Hardware
- 3) Technical support
- 4) Remote access
- 5) Emergency support
- 6) Updates for all system software
- 7) App licenses

Staff recommends the purchasing a two year service agreement. Service agreement will then be purchased annually after that. Service agreement includes all that is listed above under warranty.

Total Cost: \$177,229.76 includes two year service agreement.

Service Agreement

US Digital Designs



SERVICE AGREEMENT

This Service Agreement ("Agreement") is made by and between RACOM Corporation ("RACOM") with its principal place of business at 201 West State Street, Marshalltown, IA 50158, US Digital Designs, Inc. ("USDD"), with its principal place of business at 1835 East Sixth Street, Suite 27, Tempe, Arizona 85281 and the following entity ("Customer"):

City of Fremont
Fremont Fire Department
Chief Todd Bernt
415 East 16th Street
Fremont, NE 68025
402-727-2688
todd.bernt@fremontne.gov

1. Recitals.

- a. Customer will require software maintenance and hardware repair services for its Phoenix G2 Fire Station Alerting System ("System," as defined in more detail below) after expiration of the System's warranty period.
- b. USDD has agreed to provide service System pursuant to the terms, conditions and limitations of this Agreement.
- c. RACOM has agreed to provide Enhanced Services (as defined below) that may be offered to Customer by RACOM, and to provide service, maintenance and support for components that are not part of the System, but purchased by Customer from RACOM in connection with the System.
- d. USDD and RACOM have agreed to provide the services to Customer's System pursuant to the terms, conditions and limitations of this Agreement.
- e. In consideration of the forgoing, and for other good and valuable consideration, the parties hereby agree to the terms set forth in this Agreement.

2. Definitions.

For purposes of this Agreement, the following terms shall have the following meanings:

- a. "Additional Services" shall have the meaning set forth in Section 7, below;
- b. "Annual Fee" shall mean the total of the annual fee charged by USDD for the Services as calculated pursuant to Section 10 and the annual fee charged by RACOM for Enhanced Services.
- c. "Application or App" shall mean the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices.
- d. "Commencement Date" shall be _____ **[enter the date the Warranty Period ends];**
- e. "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation provided to Customer by USDD, provided however, Hardware shall not include any televisions or monitors manufactured by third parties;
- f. "Emergency Support" means telephone access for Customer's "System Administrator" (as defined below) to USDD's senior staff and engineers in the event of a Mission Critical Failure.

- g. "Mission Critical Failure" means a failure in the materials, workmanship or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided however, that any such failure caused by operator error, internet or telephony service outages, misuse or neglect of the System or any cause outside of USDD's direct control does not constitute a Mission Critical Failure.
- h. "Services" shall have the meaning set forth in Section 3, below;
- i. "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, customization requested by Customer, copies, documentation, and design data that are licensed to Customer by USDD;
- j. "System" means all Hardware and Software produced by USDD purchased by Customer either directly from USDD or an authorized USDD Reseller under any contract, purchase order, or arrangement that is used exclusively by Customer as part of its fire station alerting system, provided, however, that the term "System" specifically excludes any components, hardware, or software provided by third parties, including without limitation Customer's computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to Customer directly by USDD;
- k. "Term" means the period of time during which this Agreement is in effect, including the Initial Term and all Additional Terms, as defined in Section 9, below.

3. USDD Scope of Services.

During the Term of this Agreement, USDD agrees to provide Hardware repair service and Software updates and maintenance for the System (collectively the "Services"). Subject to all other terms and conditions contained in the Agreement, the Services shall include the following:

- a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- c. Emergency Support, available 24 hours per day, for Customer's System Administrator in the event of a Mission Critical Failure;
- d. Updates for all System Software, as and when released by USDD;
- e. Twenty-four (24) App licenses per each ATX Station Controller that is part of the System and covered under this Agreement. Use of the App shall be strictly governed by the

- Mobile Application End User's Agreement* that must be accepted by each user at the time the software is downloaded.
- f. Repair of defective or malfunctioning Hardware (not otherwise covered under the USDD warranty applicable to the Hardware) at USDD's principal place of business; and
 - g. Ground shipping for the return of repaired Hardware.
- 4. Hardware Repairs.** If a Hardware component requires repair and a valid claim is made during the Term, at its option, USDD will, at its principal place of business, either (1) repair the Hardware at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Hardware with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Hardware. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of the Services must be used in the System to which this Agreement applies. Customer shall be responsible for and bear all risks and costs of shipping any Hardware to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any Hardware to Customer after repair or replacement. Replacement Hardware will be returned to Customer configured as it was when the Hardware was originally purchased, subject to applicable updates.
- 5. Claims.** Prior to requesting Services, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Term. USDD's technical support contact information can be found on USDD's web site: <http://stationalerting.com/service-support/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.
- 6. Limitations.** The Services specifically and expressly exclude any repair, software installation, update, or other service that is necessitated by the Customer's misuse or neglect of the System, damage arising from Customer's failure to follow instructions relating to the product's use, cosmetic damage, including but not limited to scratches, dents and broken plastic on ports, alterations or repairs to the System made by any person other than an authorized USDD representative, failure of environmental controls or improper environmental conditions, modification to alter functionality or capability without the written permission of USDD, use with non-USDD products, any damage caused by fire, flood, vandalism, terrorism, riot, storm, lightning, or other acts of nature or civil unrest. The Services shall not include disassembly or re-installation of any Hardware at Customer's site. The Services shall not include the repair of any Hardware that is determined to be obsolete or irreparable in USDD's sole discretion. The Services shall not include repair or replacement of televisions or monitors manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. USDD shall not be liable to provide Services at any time

when Customer is in breach of any obligation to USDD under this Agreement or any other contract.

7. Additional Services by USDD. Except for the Services, all other acts or performances requested or required of USDD by Customer ("Additional Services") will be charged at USDD's then current rates and will be in addition to all other fees and charges payable by Customer under this Agreement. Additional Services shall include (without limitation) Customer's use of Emergency Support in the absence of a Mission Critical Failure and any Services provided by USDD on a rush basis or during hours not included in the description of the Services set forth above. Customer shall pay all invoices for Additional Services within 30 days. Invoices remaining unpaid for more than 30 days shall bear interest at 18% per annum.

- a. **Enhanced Services.** In addition to the Services to be performed by USDD under this Agreement, RACOM shall perform the following services: on-site service as required 24/7/365.
- b. Technical service work and support, mileage 24/7/365 to maintain the above equipment to its original manufacturer's specifications as long as parts and support are provided by the original manufacturer.
- c. On-site support of installed hardware, assisting USDD by replacing with provided spares if available or replacement hardware from USDD as needed.

8. Customer Facilitation of Services. In order to facilitate USDD's delivery of the Services, Customer will appoint a person from its staff to consult with USDD and provide such information, access, description, and guidance as is necessary for USDD to perform its duties hereunder ("System Administrator"). The Customer will ensure that the System Administrator is reasonably available to USDD. USDD may rely on the direction of the System Administrator in performing its duties hereunder, including without limitation, direction to provide Additional Services. The Customer may replace the person serving as its System Administrator only upon prior written notice to USDD. Without limiting the foregoing, Customer will be responsible for the following:

- a. The provision of VPN using SSH protocol for remote access to the System for remote access support;
- b. The procurement and/or provision of all computers, peripherals, and consumables (collectively "Customer Equipment"), including printer paper, toner and ink necessary for the operation, testing, troubleshooting, and functionality of the of the System;
- c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the Customer Equipment, including the replacement of UPS batteries as necessary;
- d. Providing a stable means of data transmission between the System Gateway and each fire station serviced by the System necessary for the installation, testing and functionality

of the of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc;

- e. The correct use of the System in accordance with USDD's operating instructions; and
- f. The security and integrity of the System.

9. Ongoing Service Term, Renewal and Termination. The initial term of this Agreement shall begin on the Commencement Date and shall continue for one year ("Initial Term"). Unless previously terminated as set forth in this Section, Customer may renew this agreement for four (4) additional one-year terms (each an "Additional Term") by giving written notice of Customer's intent to renew at least 45 days prior to the expiration of the Initial Term or any Additional Term, as the case may be, or by timely payment of the "Annual fee" (as defined below). This Agreement may be terminated by any party by providing written notice of termination to the other party at least 45 days prior to the expiration of the Initial Term or any Additional Term. USDD or RACOM may terminate this Agreement for any breach hereof by Customer upon 45 days written notice. The notice shall specify the nature of the breach. If Customer fails to cure the breach within 30 days, this Agreement shall be terminated. Notwithstanding the foregoing, USDD or RACOM may terminate this Agreement immediately upon non-payment of any sum due from Customer under this Agreement or any other contract. Upon termination of this Agreement, all sums previously paid by Customer shall be nonrefundable.

10. Annual Fees. On or before the first day of the Initial Term and each Additional Term (each a "Due Date"), Customer shall pay RACOM an Annual Fee in advance for the Services and to be delivered hereunder. The Annual Fee shall be calculated as follows:

- a. **USDD's Annual Fee.** USDD's Annual Fee shall be the product of the total cumulative sales price (based upon USDD's direct pricing at the time of purchase) of all Hardware, Software, and other tangible goods or equipment provided to Customer at any time under any circumstances ("Base Amount"), multiplied by .09. Customer acknowledges and agrees that the Base Amount is cumulative and will increase by the purchase price of all Software, Hardware and Services purchased in the future. USDD may calculate the Base Amount, determine the Annual Fee and invoice RACOM therefore 45 days prior to the subject Due Date. RACOM shall thereafter include USDD's annual fee in its invoice to Customer.
- b. **RACOM Annual Fee for on-site service is \$3600.00.**
- c. Customer shall pay the Annual Fee on or before the Due Date or 30 days after the date of the invoice, whichever is later. Invoices remaining unpaid shall bear interest at 18% per annum. Annual Fees are nonrefundable.
- d. RACOM shall pay USDD's invoice or its Annual Fee within five (5) days of receipt of payment of the Annual Fee from Customer.

11. Limited Warranty. USDD warrants that the Services performed by USDD hereunder will be carried out with due care and attention by qualified personnel. Defective Hardware subject to repair hereunder will be repaired to good working order. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any hardware under this warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

12. Force Majeure. Except for Customer's duty to pay sums due hereunder, neither party will be liable for any act, omission, or failure to fulfill its obligations under this Agreement if such act, omission or failure arises from any cause beyond its control including acts of nature, strikes, lockouts, riots, acts of war, acts of terrorism, epidemics, governmental action after the date of this Agreement, fire communication line failures, power failures, earthquakes or other disasters. The party unable to fulfill its obligations due to Force Majeure will immediately:

- a. Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and
- b. Use all responsible endeavors to avoid or remove the cause and perform its obligations.

13. Headings and Usage. The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this Agreement. When the context of the words used in this Agreement indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine

or neuter shall be construed as the gender of the person, persons, entity or entities actually referred to require.

14. **Waiver.** No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this Agreement shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this Agreement.
15. **Governing Law; Parties in Interest.** This Agreement will be governed by and construed according to the laws of the State of Arizona without regard to conflicts of law principles and will bind and inure to the benefit of the successors and assigns of the parties.
16. **Execution in Counterparts.** This Agreement may be executed in counterparts, all of which taken together shall be deemed one original. The date of this Agreement shall be the latest date on which any party executes this Agreement.
17. **Entire Agreement.** This Agreement contains the entire understanding between the parties, and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This Agreement may not be amended, altered, or changed except by the express written agreement of the parties.
18. **Joint Effort.** This Agreement has been drafted through the joint efforts of the parties and shall not be construed against any party on the basis that such party is the drafter of this Agreement or any term thereof.
19. **Savings Clause.** In the event any part, provision, or term of this Agreement is deemed to be illegal or unenforceable, this Agreement shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provision, or term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the Agreement shall be and remain in full force and effect.

Images and Testimonials. During the term of this Service Agreement, Customer agrees that USDD may take, make or obtain images, pictures, photographs, commentary, and video and audio recordings of Customer's System and property

20. and reproductions of the same in whole or in part, either digitally or in any other medium now known or later discovered (collectively "Images"). In addition, USDD may request Customer to provide testimonials, endorsements, feedback or other written or oral comments concerning Customer's experience with the System (collectively "Testimonials"). Customer consents to USDD's use of such Images and Testimonials for verification, training, and promotional purposes in USDD's sole discretion and agrees that all such Images and

Testimonials shall remain the property of USDD and may be used and exploited in any media format.

21. Customer Representative. The undersigned representative of Customer hereby represents and warrants that s/he has the authority to bind Customer and that the execution, delivery and performance by Customer under this Agreement will not violate the provisions of any law, rule, regulation or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which Customer is a party.

22.

[End User Name]:

US Digital Designs, Inc.:

By: _____

By

Name: _____

DOMINIC MAGNONI, Vice President

Its: _____

Date: _____

Date: _____

RACOM CORPORATION

By _____

Its: _____

Date: _____

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RESOLUTION NO. 2020-057

A Resolution of the City Council of the City of Fremont, Nebraska, to accept the proposal of Racom and US Digital Designs Phoenix G2 in the amount of \$177,229.76 for a new fire station alerting system and enter into a service agreement that goes into effect after the warranty period has expired.

WHEREAS, The fire department current fire station alerting system is 20 years old and is not compliance with current National Fire Protection Association standards; and,

WHEREAS, The City of Fremont sought proposals for new fire station alerting system; and,

WHEREAS, One proposal were received and evaluated by City Staff; and,

WHEREAS, Racom and US Digital Designs Phoenix G2 provided a proposal meeting the specifications in the Request for Proposals (RFP); and,

NOW THEREFORE BE IT RESOLVED: That the proposal of Racom and US Digital Designs Phoenix G2 with the cost of a \$177,229.76 be accepted as the best and only proposal; and, the Mayor and City Council approve the proposal and authorize staff to enter into a service agreement with Racom and US Digital Designs Phoenix G2.

PASSED AND APPROVED THIS 10th DAY OF MARCH, 2020

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: March 10, 2020

SUBJECT: Deed of Reconveyance completing CDBG Loan payments(s): Frink; 505 E. 2nd Street

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

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

DOCUMENT#: 201603958
Recorded 08-22-2016 at 11:05 AM
Carol Givens, Register of Deeds
DODGE COUNTY NE
Pages: 3 Fee: \$22.00

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

Return to NENEDD, 111 South 1st Street, Norfolk, NE 68701

DEED OF TRUST

THIS DEED OF TRUST is made on August 12, 2016.

The Trustor is Wade P Frink and Carol J Frink, husband and wife, also known as Borrowers.

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

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

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

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

Lot 4, Block 207, of Barnard, Kittle, Smith & Turner's, an Addition to the City of Fremont, Dodge County, Nebraska.

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

Borrowers owe Lender up to \$35,000.00, evidenced by Borrowers' Note of even date, payable according to the terms thereof.

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

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

BORROWERS AND LENDER AGREE AS FOLLOWS:

1. Borrowers shall pay when due, the principal and interest as provided in said Note.
2. All payments received by Lender shall be first applied to advances which may have been made by Lender and then to interest due and last to principal due.
3. Borrowers shall pay all general real estate taxes and special assessments against the property before the same become delinquent.

4. If Lender determines that any part of the property is subject to a lien, which is or may attain priority over this security instrument, Lender may give Borrowers a notice identifying the lien and Borrowers shall satisfy the lien within ten (10) days.

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

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

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

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

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

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

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

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

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

DEED OF RECONVEYANCE

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

The indebtedness secured by the Deed of Trust executed by Wade P. Frink and Carol J. Frink, husband and wife, as Trustor(s) to Michael T. Brogan as Trustee, for the benefit of the City of Fremont as beneficiary dated August 18, 2016, and recorded on August 22, 2016, in the Office of the Register of Deeds of Dodge County, Nebraska recorded at Document #: 201603958, has been paid, and the Beneficiary has requested in writing that this Deed of Reconveyance be executed and delivered as confirmed by its endorsement below. In consideration of such payment and in accordance with the request of the Beneficiary, the Trustee reconveys to the person or persons entitled thereto all the right, title, interest and claim acquired by the Trustee pursuant to the Deed of Trust in the following:

Lot 4, Block 207, of Barnard, Kittle, Smith & Turner's, an Addition to the City of Fremont, Dodge County, Nebraska

Dated: _____ By: _____
Michael T. Brogan, Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF MADISON)

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

Witness my hand and seal: _____
Notary Public

REQUEST FOR RECONVEYANCE

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

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

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

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

Witness my hand and seal: _____
Notary Public

STAFF REPORT

TO: City of Fremont Mayor and City Council

FROM: Utilities and Infrastructure Board
 Jeff Shanahan, LDW Power Plant Superintendent

DATE: March 10, 2020

SUBJECT: Lon D. Wright Power Plant Rail Track Extension

Recommendation: Recommend Contract for Rail Track Extension at Lon D. Wright Power Plant

BACKGROUND:

In 2019, Union Pacific Railroad informed LDW staff that they were transitioning from 123 unit car train sets to 150 unit car train sets. The power plant currently has room to store and maneuver 123 cars. During the meeting with Union Pacific, we discussed possible solutions and budget constraints.

LDW staff and City Engineering staff met to discuss the possibility of expanding the existing rail ladder track and decided that it would be feasible. LDW staff developed a budget recommendation and included it in the 2019-2020 fiscal year capital improvement plan that was approved.

The City of Fremont hired HDR Engineering to provide a specification and drawings for the rail track extension. Bids were received on Monday February 17, 2020 at 10:00 am in the City Council Chambers.

The City received six (6) sealed bids. The bids are summarized in the table below.

Railworks Track System	R&S Track Maintenance	Paragon	Capital RR	Musselman & Hall	KRW Construction
\$635,288.00	\$832,679.45	\$988,968.54	\$876,584.44	\$977,225.92	\$686,352.00

Base on HDR Engineering evaluation and recommendation and discussion with LDW staff at the February 25, 2020 UIB meeting. The Utilities and Infrastructure board voted 4 to 0 with one member absent to recommend the City of Fremont Mayor and City Council authorize the City of Fremont, Department of Utilities Staff to sign a contract and issue a purchase order to Railworks Track System for \$635,288.00 for the construction of the LDW Rail Track Extension

FISCAL IMPACT:

2019-2020 \$635,288.00 this item was budgeted and included in the Capital Improvement Plan

RESOLUTION NO. 2020-058

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing a contract for the LDW Power Plant Rail Track Extension.

WHEREAS, In 2019, Union Pacific Railroad informed LDW staff that they were transitioning from 123 unit car train sets to 150 unit car train sets. The power plant currently has room to store and maneuver 123 cars. During the meeting with Union Pacific, we discussed possible solutions and budget constraints.

WHEREAS, LDW staff and City Engineering staff met to discuss the possibility of expanding the existing rail ladder track and decided that it would be feasible. LDW staff developed a budget recommendation and included it in the 2019-2020 fiscal year capital improvement plan that was approved.

WHEREAS, The City of Fremont hired HDR Engineering to provide a specification and drawings for the rail track extension. Bids were received on Monday February 17, 2020 at 10:00 am in the City Council Chambers.

WHEREAS, Base on HDR Engineering evaluation and recommendation and discussion with LDW staff at the February 25, 2020 UIB meeting. The Utilities and Infrastructure board voted 4 to 0 with one member absent to recommend the City of Fremont Mayor and City Council authorize the City of Fremont, Department of Utilities Staff to sign a contract and issue a purchase order to Railworks Track System for \$635,288.00 for the construction of the LDW Rail Track Extension

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Utilities and Infrastructure Board and authorize the City of Fremont, Department of Utilities Staff to sign a contract and issue a purchase order to Railworks Track System for \$635,288.00 for the construction of the LDW Rail Track Extension.

PASSED AND APPROVED THIS 10th DAY OF MARCH, 2020

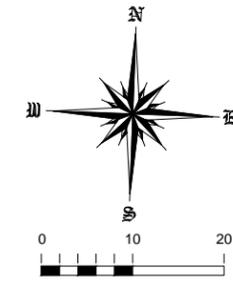
Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

ESTIMATE OF QUANTITIES

NO.	ITEM	QTY.	UNIT
1	CONCRETE SAWING (FULL DEPTH)	134	LF
2	REMOVE CONCRETE PAVEMENT	382	SY
3	OVER-EXCAVATION (EQ)	128	CY
4	CRUSHED ROCK BASE 12"	160	TN
5	BUILD 8" PC CONCRETE PAVEMENT	382	SY
10	TYPE 'B' SEEDING	23	SY

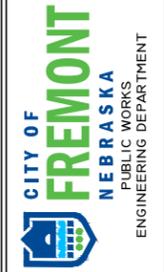


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22ND STREET & "H" STREET INTERSECTION

NO.	REVISIONS	DATE	BY
1			
2			
3			
4			
5			
6			



2020 PAVEMENT REHAB (ADDITIONAL)

PROJECT:	P-185-20
DRAWN BY:	RRM
CHECKED:	XXX
APPROVED:	XXX
DATE:	2/28/2020
SCALE:	NONE

PROJECT NO:	P-185-20
DRAWING NUMBER:	2 OF 2

2020 PAVEMENT REHAB PROJECT NUMBER P-185-20 2020

UTILITIES:

SANITARY SEWER WATER CITY OF FREMONT
DEPT. OF UTILITIES
CONTACT - KEITH KONTOR
PHONE: (402) 727-2670

NATURAL GAS CITY OF FREMONT
DEPT. OF UTILITIES
CONTACT - STEVE CARNAHAN
PHONE: (402) 727-2661

TELEPHONE CENTURY LINK
FREMONT, NE.
CONTACT - KIM JIROVSKY
PHONE: (402) 721-9070

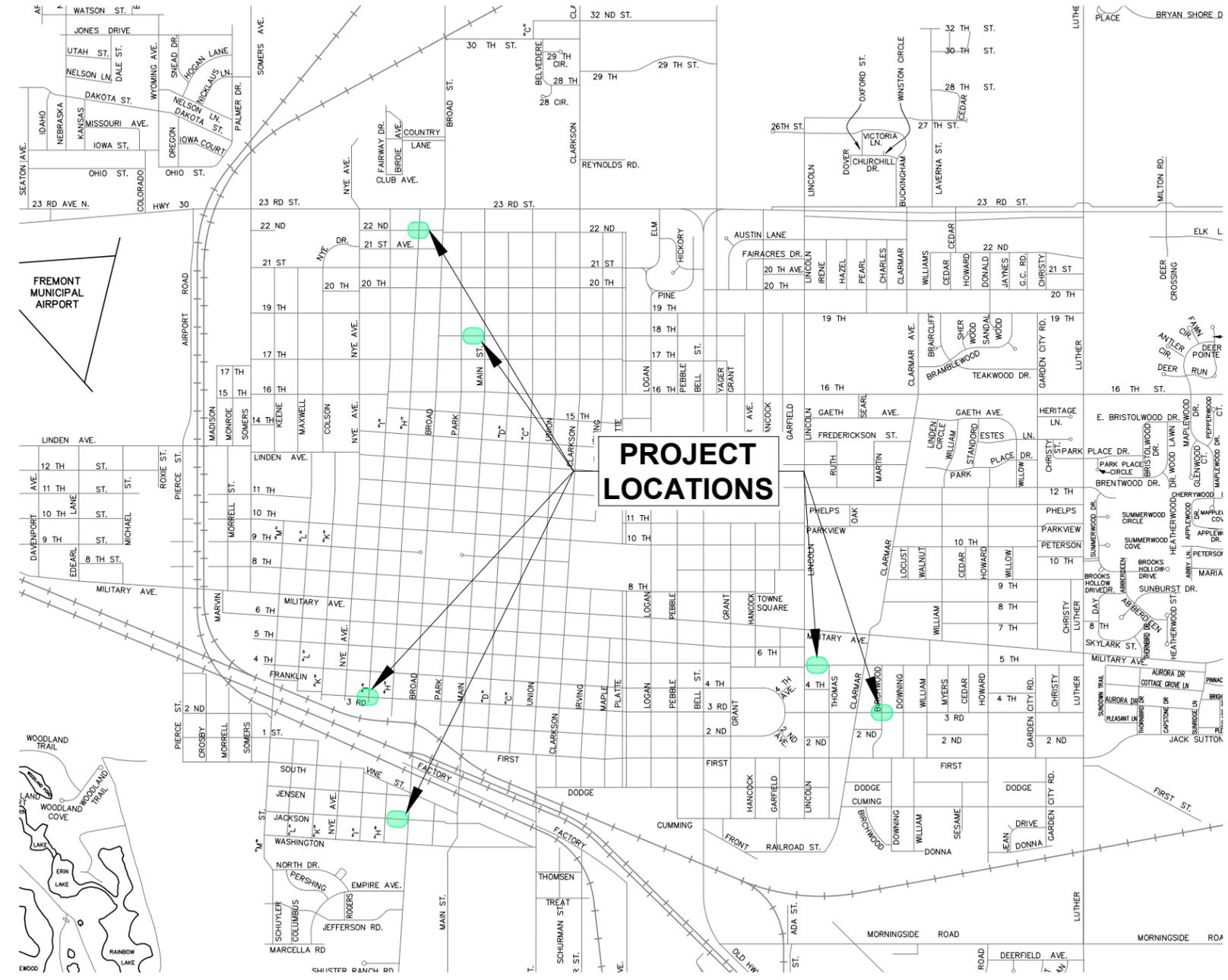
CABLE T.V. SPECTRUM
GRAND ISLAND, NE.
CONTACT - STEVE COLLISTER
PHONE: (308) 675-1640

ELECTRICAL DEPT. CITY OF FREMONT
DEPT. OF UTILITIES
CONTACT - ALLAN KASPAR
PHONE: (402) 727-1251

GENERAL DIGGERS HOTLINE OF NEBRASKA
PHONE: 811

GENERAL NOTES:

1. THE LOCATION OFF ALL AERIAL AND UNDERGROUND UTILITY FACILITIES MAY NOT BE INDICATED IN THESE PLANS. UNDERGROUND UTILITIES, WHETHER INDICATED OR NOT, WILL BE LOCATED AND FLAGGED BY THE UTILITIES AT THE REQUEST OF THE CONTRACTOR.
2. NO EXCAVATION WILL BE PERMITTED IN THE AREA OF UNDERGROUND UTILITY FACILITIES UNTIL ALL SUCH FACILITIES HAVE BEEN LOCATED AND IDENTIFIED TO THE SATISFACTION OF ALL PARTIES AND THEN ONLY WITH EXTREME CARE TO AVOID ANY POSSIBILITY OF DAMAGE TO THE UTILITY FACILITY.
3. ALL YARDS, SIGNS, MAILBOXES, SPRINKLER HEADS, SPRINKLER WATER LINES, GUY WIRES, AND PROPERTY PINS ENCOUNTERED DURING THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED TO ORIGINAL CONDITION, INCLUDING SEEDING, AT THE CONTRACTOR'S EXPENSE.
4. CONTRACTOR IS TO COORDINATE ALL STREET CLOSINGS WITH THE CITY. NOTIFY CITY FIRE/RESCUE DEPARTMENT, PUBLIC WORKS DIRECTOR AND CITY POLICE DEPARTMENT AND ALL ADJOINING PROPERTY OWNERS 48 HOURS PRIOR TO CLOSING STREETS OR DRIVES.
5. ALL STREET PAVING AND CURB ADJUSTMENT SHALL BE SUBSIDIARY TO THE PROJECT.
6. SIDEWALKS, ADA RAMPS AND DRIVEWAYS SHALL BE CONSTRUCTED TO MEET THE CITY OF FREMONT STANDARDS. PUBLIC WORKS ENGINEERING INSPECTORS SHALL BE ON-SITE TO HAVE A PRE-POUR INSPECTION AFTER ALL FRAMEWORK IS IN PLACE.



● = PROJECT LOCATIONS

INDEX OF DRAWINGS	
SHEET NO.	DESCRIPTION
1	COVER SHEET WITH ADDITIONAL LOCATION
2	22ND STREET & 'H' STREET INTERSECTION (ADDITIONAL)

REVISIONS	
NO.	DATE
1	
2	
3	
4	
5	
6	



2020 PAVEMENT REHAB (ADDITIONAL)

PROJECT: P-185-20	RRM
DRAWN BY: XXX	XXX
CHECKED: XXX	XXX
APPROVED: XXX	XXX
DATE: 2/28/2020	
SCALE: NONE	

PROJECT NO:
P-185-20
DRAWING NUMBER:
1 OF 2



BID TABULATION

PROJECT: 2020 Pavement Rehab; P-185-20

LOCATION: Fremont, Nebraska

BID DATE: Thursday, February 20, 2020

TIME: 2:00 p.m.

BIDDER	BID	Anticipated Start Date	Bond / Certified Check
CR- Menn Concrete, LLC	\$158,592.25	03/16/2020	<input checked="" type="checkbox"/>
R & D Construction, LLC	\$169,900.00	05/04/2020	<input checked="" type="checkbox"/>
Yong Construction, LLC	\$199,924.00	04/15/2020	<input checked="" type="checkbox"/>
Sawyer Construction Co	\$220,234.00	TBD	<input checked="" type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
ENGINEER'S ESTIMATE =	\$220,000.00		

RESOLUTION NO. 2020-059

A Resolution of the City Council of the City of Fremont, Nebraska accepting and awarding the bid to C-R Menn Concrete, LCC. for the 2020 Pavement Rehab project. The project will perform street rehabilitation improvements throughout the City of Fremont, Nebraska.

WHEREAS, Sealed bids were publically opened, read and tabulated in the Council Chambers on the 20th day of February 2020 at the hour of 2:00 pm; and

WHEREAS, The Public Works Director and the Civil Engineer reviewed the bids received and recommended that the bid by C-R Menn Concrete, LLC. be accepted as the lowest bidder for the 2020 Pavement Rehab project. The proposal submitted is for \$158,592.25.

WHEREAS, The amount funded in the 2019-2020 Capital Improvement Plan (CIP) is \$220,000.00. The project is an annual street rehabilitation work. There will be additional rehab location(s) to be performed by C-R Menn Concrete, LLC.

WHEREAS, The supplementary work under the scope for the 2020 Pavement Rehab project is beyond its original proposal submitted. Recommend that the amount be approved for \$220,000.00 as funded under the CIP.

NOW THEREFORE BE IT RESOLVED:

That the Mayor and City Council accept the recommendation of the Public Works Director to approve the award of the 2020 Pavement Rehab in the amount of \$220,000.00 to C-R Menn Concrete, LLC.

PASSED AND APPROVED THIS 10th DAY OF MARCH, 2020

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: David Goedeken, P.E., Director of Public Works/City Engineer
DATE: March 10, 2020
SUBJECT: 2020 Pavement Rehab project

Recommendation: Approval to Award Contract to CR-MENN CONCRETE, LLC.

Background:

On February 20, 2020 at 2:00 p.m., bids were accepted and opened for the 2020 Pavement Rehab project. There were five (5) interested contractors and four (4) bid proposals were received. The project consists of improvements to the City's transportation roads. These improvements include the rehabilitation of streets, drainage improvements, curb ramps, grading, adjusting manholes, seeding and erosion control throughout selected locations in the City of Fremont, Nebraska.

This item was approved by the Utilities and Infrastructure Board on February 11th by a 5:0 vote.

Fiscal Impact:

CR-MENN CONCRETE, LLC. Of Fremont, Nebraska submitted the lowest bid amount of \$158,592.25 with the funds coming out of the Street Fund. This project is funded in the 2019-2020 Capital Improvement Plan (CIP). The amount budgeted is \$220,000.00. Because this being rehab work, staff recommends authorizing the contractor to do additional work beyond the original contract amount to meet the limits of the budgeted amount.

STAFF REPORT

TO: Mayor and City Council

FROM: Troy Schaben, Assistant City Administrator - Utilities

DATE: March 10, 2020

SUBJECT: Natural Gas Asset Management

Recommendation: Award Contract for Natural Gas Asset Management to BP Canada Energy Marketing Corp.

Background: BP has been Fremont's Natural Gas Asset Manager since 2016. Fremont recently requested proposals from potential managers and reviewed those proposals at the end of January 2020. BP submitted the best proposal, which was nearly identical to the existing contract, but adjusted the monthly credit paid to the City of Fremont from \$4,200 per month to \$8,500 per month. Staff recommends selecting BP as Fremont's Natural Gas Asset Manager. The UIB approved this item at the Feb 24, 2020 meeting with a 4-0 vote.

Fiscal Impact: Additional \$4,300 in revenue per month.

RESOLUTION NO. 2020-060

A Resolution of the City Council of the City of Fremont, Nebraska, awarding the Contract for Natural Gas Asset Management to BP Canada Energy Marketing Corp.

WHEREAS, The City of Fremont received proposals for a Natural Gas Asset Manager; and,

WHEREAS, Staff has reviewed the proposals and selected the BP proposal for the City of Fremont

NOW, THEREFORE BE IT RESOLVED, the Mayor and City Council of the City of Fremont, accept and award the contract for Natural Gas Asset manager to BP Canada Energy Marketing Corp. and authorize staff to sign the agreement.

PASSED AND APPROVED THIS 10th DAY OF MARCH, 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: City of Fremont Mayor and City Council
 FROM: Dean Kavan, Stores Supervisor
 DATE: March 10, 2020
 SUBJECT: Purchase of vehicles and equipment

Recommendation: Approve resolution for purchase of vehicles and equipment.

BACKGROUND:

The Gas, Water and Warehouse departments have budgeted funds for vehicles and equipment.

Staff recommends purchasing a 2020 Chevrolet 1500 4WD crew cab work truck through the State of Nebraska purchasing contract #15224 from Sid Dillon's. The 2020 Chevrolet 1500 4WD crew cab work truck is \$33,767.06.

Sid Dillon Ford	\$31,558.00
Tax	<u>\$2,209.06</u>
Total	\$33,767.06

Staff recommends purchasing a 2020 Ford F-350 SRW 4WD supercab truck through the State of Nebraska purchasing contract #15040 from Sid Dillon's. The 2020 F-350 SRW 4WD supercab truck is \$48,471.00.

Sid Dillon Ford	\$48,471.00
Tax	<u>\$3,392.97</u>
Total	\$51,863.97

Staff recommends purchasing a Ditch Witch Mini Skid Steer SK1050 through the NJPA/Sourcwell contract #78238 from Charles Machine Works. The cost of the equipment and attachments are \$75,321.54.

Ditch Witch SK1050 and attachments	\$75,321.54
Freight	\$822.62
Tax	<u>\$5,330.09</u>
Total	\$81,474.25

FISCAL IMPACT:

FY 2019-2020 Gas Capital Budget Expenditure of \$33,767.06.
 FY 2019-2020 Water Capital Budget Expenditure of \$51,863.97.
 FY 2019-2020 Warehouse Capital Budget Expenditure of \$81,474.25.

Quotation

Charles Machine Works
 1959 W. Fir Avenue
 P.O.Box 66
 Perry, OK 73077-0066
 Phone No : 800-654-6481
 Fax No : 580 336 0617
 Email : global@ditchwitch.com

Sold-to Party Address
 CITY OF FREMONT - DEPT OF UTILITIES
 SOURCEWELL MEMBER 78238
 400 EAST MILITARY
 FREMONT NE 68025

Information	
Quotation No.	20154725
Document Date	01/31/2020
Customer No.	509530
Dealership	DITCH WITCH UNDERCON OMAHA
PO	_____
Created by	Todd Miller

Global Account Price Quote
Quote Valid until : 03/30/2020

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Quotation Details		
Qty	Part Number	Description
		***** SK1050 \$33,997.70 44" BUCKET/TEETH \$782.17 SK4TR TRENCHER \$5,422.76 SK5BC BACKFILLER \$3,464.49 SK5GF GRAPPLE FORK \$2,361.23 SK5B6 6-WAY BFB \$3,066.42 BRADCOE SK BACKHOE \$9,391.64 SK5PR POWER RAKE \$6,990.33 FELLING FT12 TRAILER \$9,844.80 EQUIPMENT TOTAL \$75,321.54 *****
1	MSS	Mini Skid Steer
1	SK1050B	SK1050 Mini Skid Steer With the following configuration: Decals English Rubber Tracks Wide Tracks 42 in Control Valve 1 Lever Auxiliary Hydraulics Single Auxiliary Accessories Lights Hydraulic Oil Standard Color Standard

Confidentiality Notice:

This quote may contain confidential information. The information is intended for the individual or entity named. If you are not the intended recipient, please immediately notify us at 800-654-6481 to arrange for return of the

Quotation

Charles Machine Works
 1959 W. Fir Avenue
 P.O.Box 66
 Perry, OK 73077-0066
 Phone No : 800-654-6481
 Fax No : 580 336 0617
 Email : global@ditchwitch.com

Sold-to Party Address
 CITY OF FREMONT - DEPT OF UTILITIES
 SOURCEWELL MEMBER 78238
 400 EAST MILITARY
 FREMONT NE 68025

Information	
Quotation No.	20154725
Document Date	01/31/2020
Customer No.	509530
Dealership	DITCH WITCH UNDERCON OMAHA
PO	_____
Created by	Todd Miller

Global Account Price Quote
Quote Valid until : 03/30/2020

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Quotation Details		
Qty	Part Number	Description
1	300-5564	BUCKET, 44"
6	300-7090	BOLT-ON TOOTH ADAPTER
6	300-7091	DUAL PURPOSE TOOTH
1	SK4TRB	SK4TR Trencher With the following configuration: Hydraulic Drive Motor Medium 11.9 CID Equipment Model SK Models
1	190-1284	SK ADAPTER/1TR4 HOSE KIT
1	190-1168	AUGER EXTENSION KIT
1	140-1111	RELUBRICABLE - ROLLER BOOM ASS'Y (36")
1	100-180	MECHANICAL CLEANER CONVER KIT
1	300-4653	CLEANER BAR
1	141-134	CLEANER SHOE (6")
1	137-221	35K 2P DURA 68P 6.6
1	021-151	SK5BC BACKFILLER-CENTER
1	021-1038	SK5GF - BRUSH GRAPPLE
1	021-161	SK5B6 - 6-WAY BACKFILL BLADE

Confidentiality Notice:

This quote may contain confidential information. The information is intended for the individual or entity named. If you are not the intended recipient, please immediately notify us at 800-654-6481 to arrange for return of the

Quotation

Charles Machine Works
 1959 W. Fir Avenue
 P.O.Box 66
 Perry, OK 73077-0066
 Phone No : 800-654-6481
 Fax No : 580 336 0617
 Email : global@ditchwitch.com

Sold-to Party Address
 CITY OF FREMONT - DEPT OF UTILITIES
 SOURCEWELL MEMBER 78238
 400 EAST MILITARY
 FREMONT NE 68025

Information	
Quotation No.	20154725
Document Date	01/31/2020
Customer No.	509530
Dealership	DITCH WITCH UNDERCON OMAHA
PO	_____
Created by	Todd Miller

Global Account Price Quote
Quote Valid until : 03/30/2020

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Quotation Details		
Qty	Part Number	Description
1	NON CMW PART	BRADCO SK BACKHOE
1	SK5PR	4' Power Rake
1	NON DW TRAILER	FELLING FT-12 CUE TRAILER
		Global Account Pricing 75,321.54
		Total Freight 822.62
		Total Tax 5,330.09
		Total Amount \$ 81,474.25

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Sid Dillon Fleet

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

*Keith
1/20/20*

Item No. 18.

Fremont

Vehicle: [Fleet] 2020 Ford Super Duty F-350 SRW (X3B) XL 4WD SuperCab 8' Box

Image Not Available

Quote

Year 2020
 Make Ford
 Model F350 Extended Cab
 Trim _____

Contract.....15040

Line 2.....	34945.00	Gas Engine
Line 8.....	357.00	Trailer Mirrors
Line 16.....	10990.00	Steel Service Body
	4425.00	Upgrade to Brand FX Service Body
Line 15.....	(580.00)	Single rear wheel
	(2356.00)	Downgrade to XL trim
	690.00	Lights in service body compartments
	48471.00	Total

- Brand FX Body
- 8' Fiberglass Body
- 2 transverse drawers in front compartments
- Electric locks
- Sliding top with tailgate
- galvanized sure step bumper
- receiver tube
- white in color

Ron Fullerton
 Sid Dillon Commercial / Fleet
 402-540-7578



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Item No. 18.

Vehicle: [Fleet] 2020 Ford Super Duty F-350 SRW (X3B) XL 4WD SuperCab 8' Box (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
X3B	2020 Ford Super Duty F-350 SRW XL 4WD SuperCab 8' Box

COLORS

CODE	DESCRIPTION
Z1	Oxford White

OPTIONS

CODE	DESCRIPTION
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel (STD)
44G	Transmission: TorqShift 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, tow/haul, eco and deep sand/snow (STD)
610A	Order Code 610A
X3E	Electronic-Locking w/3.73 Axle Ratio
64A	Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)
TBM	Tires: LT245/75Rx17E BSW A/T (4)
Z1	Oxford White
AS	Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
90L	Power Equipment Group -inc: Deletes passenger-side lock cylinder, upgraded door trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, Power Locks, Remote Keyless Entry, Trailer Tow Mirrors w/Power Heated Glass, power heated glass, heated convex spotter mirror and integrated clearance lights and turn signal indicators, Power Front & Rear Seat Windows, 1-touch up/down driver/passenger window, Power Tailgate Lock
52B	Trailer Brake Controller -inc: Verified to be compatible w/select electric over hydraulic brakes, smart trailer tow connector
41P	Transfer Case & Fuel Tank Skid Plates
942	Daytime Running Lamps (DRL) -inc: The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable
525	Steering Wheel-Mounted Cruise Control
66S	Upfitter Switches (6) -inc: Located in overhead console
76C	Exterior Backup Alarm (Pre-Installed)
76R	Reverse Sensing System

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Sid Dillon Fleet

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Item No. 18.

Vehicle: [Fleet] 2020 Ford Super Duty F-350 SRW (X3B) XL 4WD SuperCab 8' Box (Complete)

OPTIONS

CODE	DESCRIPTION
43C	110V/400W Outlet -inc: 1 in-dash mounted outlet
___	Fleet Advertising Credit *CREDIT*

Options Total

Standard Equipment

Mechanical

- Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel (STD)
- Transmission: TorqShift 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, tow/haul, eco and deep sand/snow (STD)
- 3.73 Axle Ratio (STD)
- 50-State Emissions System
- Transmission w/Oil Cooler
- Electronic Transfer Case
- Part-Time Four-Wheel Drive
- 72-Amp/Hr 650CCA Maintenance-Free Battery w/Run Down Protection
- 157 Amp Alternator
- Class V Towing Equipment -inc: Hitch and Trailer Sway Control
- Trailer Wiring Harness
- 4060# Maximum Payload
- GVWR: 10,700 lb Payload Package
- HD Shock Absorbers
- Front Anti-Roll Bar
- Firm Suspension
- Hydraulic Power-Assist Steering
- 34 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Auto Locking Hubs
- Front Suspension w/Coil Springs
- Leaf Rear Suspension w/Leaf Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

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Feb 7, 2020



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Item No. 18.

Vehicle: [Fleet] 2020 Ford Super Duty F-350 SRW (X3B) XL 4WD SuperCab 8' Box (Complete)

Exterior

Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)
Tires: LT245/75Rx17E BSW A/S (4) (STD)
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Front License Plate Bracket
Tailgate Rear Cargo Access
Reverse Opening Rear Doors
Manual Tailgate/Rear Door Lock
Autolamp Fully Automatic Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light

Entertainment

Radio w/Seek-Scan
Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
Fixed Antenna
SYNC Communications & Entertainment System -inc: enhanced voice recognition w/911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port

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Item No. 18.

Vehicle: [Fleet] 2020 Ford Super Duty F-350 SRW (X3B) XL 4WD SuperCab 8' Box (✔ Complete)

Interior

- 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- 60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
- Fixed Rear Windows
- FordPass Connect 4G LTE WiFi Mobile Hotspot Internet Access
- Rear Cupholder
- Manual Air Conditioning
- HVAC -inc: Underseat Ducts
- Illuminated Locking Glove Box
- Interior Trim -inc: Chrome Interior Accents
- Full Cloth Headliner
- Urethane Gear Shift Knob
- HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
- Day-Night Rearview Mirror
- Passenger Visor Vanity Mirror
- 2 12V DC Power Outlets
- Full Overhead Console w/Storage and 2 12V DC Power Outlets
- Front Map Lights
- Fade-To-Off Interior Lighting
- Full Vinyl/Rubber Floor Covering
- Underhood And Pickup Cargo Box Lights
- Smart Device Remote Engine Start
- Instrument Panel Covered Bin and Dashboard Storage
- Manual 1st Row Windows
- Systems Monitor
- Trip Computer
- Outside Temp Gauge

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Item No. 18.

Vehicle: [Fleet] 2020 Ford Super Duty F-350 SRW (X3B) XL 4WD SuperCab 8' Box (✔ Complete)

Interior

- Analog Display
- Seats w/Vinyl Back Material
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Securilock Anti-Theft Ignition (pats) Engine Immobilizer
- Air Filtration

Safety-Mechanical

- AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
- Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
- Safety Canopy System Curtain 1st And 2nd Row Airbags
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters
- Back-Up Camera

WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000

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Item No. 18.

6133 C - SWB

Prepared For: Fremont

Vehicle: [Fleet] 2020 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck



Quote

Year 2020
Make Chev
Model 1500 Crew Cab
Trim WT

Contract.....15224

Line 1..... 30200.00 Base
Line 3..... (168.00) short box
Line 4..... 475.00 spray bedliner
Line 7..... 695.00 Keyless entry
Line 13..... 275.00 Brake controller
 81.00 3 extra keys
31558.00 Total

Ron Fullerton
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402-540-7578



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Item No. 18.

Vehicle: [Fleet] 2020 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Selected Model and Options

MODEL

CODE	MODEL
CK10543	2020 Chevrolet Silverado 1500 4WD Crew Cab 147" Work Truck

COLORS

CODE	DESCRIPTION
GAZ	Summit White

OPTIONS

CODE	DESCRIPTION
FE9	Emissions, Federal requirements
L82	Engine, 5.3L EcoTec3 V8 with Active Fuel Management. (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm)
MYC	Transmission, 6-speed automatic, electronically controlled (STD)
C5Y	GVWR, 7100 lbs. (3221 kg) (Requires Crew Cab 4WD model with (L82) 5.3L EcoTec3 V8 engine)
GU6	Rear axle, 3.42 ratio
1WT	Work Truck Preferred Equipment Group includes standard equipment
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)
QDV	Tires, 265/70R17 all-terrain, blackwall
XCQ	Tire, spare 265/70R17SL all-season, blackwall (Requires (QDV) 265/70R17 all-terrain blackwall tires or all 18" wheels and tires.)
GAZ	Summit White
A52	Seats, front 40/20/40 split-bench (STD)
H1T	Jet Black, Cloth seat trim
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)
ZLQ	WT Fleet Convenience Package includes (AQQ) Remote Keyless Entry, (QT5) EZ Lift power lock and release tailgate, (K34) cruise control, (DLF) power mirrors; (When ordered with (PQA) WT Safety Package, (DLF) power mirrors include (UKC) Lane Change Alert with Side Blind Zone Alert and (DP6) high-gloss mirror caps.
Z82	Trailer Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (Included with (PEB) WT Value Package.)
FHS	E85 FlexFuel capable of running on unleaded or up to 85% ethanol (Requires (L82) 5.3L EcoTec3 V8 engine. Not available with (ZW9) pickup bed delete.)

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Sid Dillon Fleet

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Item No. 18.

Vehicle: [Fleet] 2020 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (/ Complete)

OPTIONS

CODE	DESCRIPTION
G80	Differential, heavy-duty locking rear (Included with (Z71) Z71 Off-Road Package.)
KNP	Cooling, auxiliary external transmission oil cooler (Included and only available with V8 engines.)
—	Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L82) 5.3L EcoTec3 V8 engine.)
JL1	Trailer brake controller, integrated (Requires (Z82) Trailering Package. On Regular Cab models requires (PCV) WT Convenience Package, (ZLQ) WT Fleet Convenience Package or (PEB) WT Value Package.)
NZZ	Skid Plates (Included with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep Package.)
DLF	Mirrors, outside heated power-adjustable (Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package. When (PQA) WT Safety Package is ordered, includes (DP6) high gloss Black mirror caps.)
VK3	License plate kit, front
QT5	Tailgate, gate function manual with EZ Lift, includes power lock and release (Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)
VV4	4G LTE Wi-Fi Hotspot capable (Included and only available with (UE1) OnStar.)
—	Compass located in instrument cluster (Included and only available with (UE1) OnStar.)
AQQ	Remote Keyless Entry, with 2 transmitters (Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)
UE1	OnStar and Chevrolet connected services capable (Included with (PEF) Work Truck 2.7L Fleet Package)
—	Chevrolet Connected Access capable (Included and only available with (UE1) OnStar.)
CTT	Hitch Guidance (Included and only available with (Z82) Trailering Package.)
R9Y	Fleet Free Maintenance Credit This option code provides a credit in lieu of the free oil changes, tire rotations and inspections for one maintenance service during 1st year of ownership. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FEF, FLS, FNR, FRC or FGO. Not available with FDR order type.) *CREDIT*

Options Total

Standard Equipment

Mechanical

Durabed, pickup bed

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Item No. 18.

Vehicle: [Fleet] 2020 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Mechanical

Engine, 4.3L EcoTec3 V6 with Active Fuel Management, (285 hp [212 kW] @ 5300 rpm, 305 lb-ft of torque [413 Nm] @ 3900 rpm) (STD)

Transmission, 6-speed automatic, electronically controlled (STD)

Rear axle, 3.42 ratio

GVWR, 7000 lbs. (3175 kg) (STD) (Requires Crew Cab or Double Cab 4WD model and (LV3) 4.3L EcoTec3 V6 engine or (L3B) 2.7L Turbo engine.)

Transfer case, single speed electronic Autotrac with rotary dial control (4WD models only)

Four wheel drive

Cooling, external engine oil cooler (Not available with (L3B) 2.7L Turbo engine.)

Battery, heavy-duty 730 cold-cranking amps/70 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (LV3) 4.3L EcoTec3 V6 engine.)

Alternator, 170 amps

Frame, fully-boxed, hydroformed front section

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill

Exhaust, single outlet

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)

Tires, 255/70R17 all-season, blackwall (STD)

Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires)

Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door

Bumpers, front, Black (semi-gloss)

Bumpers, rear, Black (semi-gloss)

CornerStep, rear bumper

Recovery hooks, front, frame-mounted, black (Included with 4WD models or on 2WD models with (PQA) WT Safety Package. Available free flow on 2WD models.)

Cargo tie downs (12), fixed rated at 500 lbs per corner

Grille (Black bars and mesh inserts)

Headlamps, halogen reflector with halogen Daytime Running Lamps

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Feb 7, 2020



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Item No. 18.

Vehicle: [Fleet] 2020 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✓ Complete)

Exterior

- Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
- Taillamps, with incandescent tail, stop and reverse lights
- Mirrors, outside manual, Black
- Glass, solar absorbing, tinted
- Door handles, Black
- Tailgate and bed rail protection cap, top
- Tailgate, locking utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package is ordered)
- Tailgate, gate function manual, no EZ Lift

Entertainment

- Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)
- Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
- Bluetooth for phone, connectivity to vehicle infotainment system

Interior

- Seats, front 40/20/40 split-bench (STD)
- Seat trim, Vinyl
- Seat adjuster, driver 4-way manual
- Seat adjuster, passenger 4-way manual
- Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)
- Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
- Steering wheel, urethane
- Steering column, Tilt-Wheel, manual with wheel locking security feature
- Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 3.5" diagonal monochromatic display
- Exterior Temperature Display located in radio display
- Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
- Window, power front, drivers express up/down (Standard on Crew Cab and Double Cab models.)

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Item No. 18.

Vehicle: [Fleet] 2020 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Interior

Window, power front, passenger express down (Standard on Crew Cab and Double Cab models.)

Windows, power rear, express down (Not available with Regular Cab models.)

Door locks, power (Standard on Crew Cab and Double Cab models.)

Power outlet, front auxiliary, 12-volt

USB port, located on instrument panel

Air conditioning, single-zone

Air vents, rear, heating/cooling (Not available on Regular Cab models.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

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Item No. 18.

Vehicle: [Fleet] 2020 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

WARRANTY

Warranty Note: <<< Preliminary 2020 Warranty Note >>>
 Basic Years: 3
 Basic Miles/km: 36,000
 Drivetrain Years: 5
 Drivetrain Miles/km: 60,000
 Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles, Qualified Fleet Purchases: 5 Years/100,000 Miles
 Corrosion Years (Rust-Through): 6
 Corrosion Years: 3
 Corrosion Miles/km (Rust-Through): 100,000
 Corrosion Miles/km: 36,000
 Roadside Assistance Years: 5
 Roadside Assistance Miles/km: 60,000
 Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
 Maintenance Note: 1 Year/1 Visit

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 Data Version: 10271. Data Updated: Feb 6, 2020 10:18:00 PM PST

RESOLUTION NO. 2020-061

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the Fremont Department of Utilities Staff to purchase vehicles and equipment.

WHEREAS, The Fremont Department of Utilities plans and budgets for equipment; and

WHEREAS, Staff has determined that the best value is to purchase a 2020 Chevrolet 1500 4WD crew cab work truck through the State of Nebraska purchasing contract #15224 for \$33,767.06 from Sid Dillon's; and

WHEREAS, Staff has determined that the best value is to purchase a 2020 Ford F-350 SRW 4WD supercab truck through the State of Nebraska purchasing contract #15040 for \$51,863.97 from Sid Dillon's; and

WHEREAS, Staff has determined that the best value is to purchase a Ditch Witch Mini Skid Steer SK1050 through the NJPA/Sourcewell contract #78238 for \$81,474.25 from Charles Machine Works; and

WHEREAS, At the February 25, 2020 UIB meeting these items were discussed. The Utilities and Infrastructure board voted 4 to 0 with one member absent to recommend the City of Fremont Mayor and City Council authorize; and

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Utility & Infrastructure Board to authorize the Department of Utility staff to purchase; a 2020 Chevrolet 1500 4WD crew cab work truck through the State of Nebraska purchasing contract #15224 for \$33,767.06 from Sid Dillon's; a 2020 Ford F-350 SRW 4WD supercab truck through the State of Nebraska purchasing contract #15040 for \$51,863.97 from Sid Dillon's; a Ditch Witch Mini Skid Steer SK1050 through the NJPA/Sourcewell contract #78238 for \$81,474.25 from Charles Machine Works.

PASSED AND APPROVED THIS 10th DAY OF MARCH, 2020

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: City Attorney
DATE: March 10, 2020
SUBJECT: City Ordinance Chapter 3, Article 7, Section 3-701

Recommendation: Hold second reading on Ordinance 5518

BACKGROUND: At the October 29, 2019 City Council meeting, it was discovered that City Chapter 3, Article 7, Section 3-701 contains a sentence that should have been removed when the ordinance was amended in 2010, making the Library Board an advisory board.

FISCAL IMPACT: None.

LEGAL MEMORANDUM
ATTORNEY/CLIENT PRIVILEGED

TO: Mayor Getzschman, Council President Jacobus, City Administrator Newton
FROM: Timothy J. Buckley
DATE: November 6, 2019
RE: City Council Action Taken re: Library Staffing for IT Position

At its October 29, 2019, regular meeting, the Fremont City Council approved a motion by Council President Jacobus “to approve the Library Board follow the direction that they best feel fits the library base on their analysis and their input with the library and the library staff, and to work with HR to bring a full-time position in for IT.”

Prior to the vote on said motion, Mayor Getzschman asked my opinion as to the validity of such a motion. I opined that the City Council, as a legislative body, lacked the authority to direct the Library Board, which is an advisory body, to hire a full time IT person.

There was much discussion before the vote as to what the Library’s Board’s authority was concerning hiring staff for the library. Fremont Municipal Code Section 3-701 was cited as authority for the Board to hire employees. Code Section 3-705 also was cited as giving the Board only advisory authority to the Mayor and City Council. In addition, Code Section 2-112 was cited as authorizing boards and commissions established by the City Council to make recommendations on designated issues.

During the discussion, Councilman Yerger asked me which section of the Code was controlling as to whether the Library Board could hire library staff or merely act in an advisory capacity to the Mayor and City Council. I answered that, since the Code sections were in conflict, I could not answer the question without further research into the intent of the particular Code sections.

At the request of administration and Councilman Yerger, I have done further research, and, with much appreciated assistance from the City Clerk, I am able to provide this legal opinion on the matter.

RELEVANT CODE SECTIONS AND STATUTES

Fremont City Code Section 2-701 states: “The Board shall have the power and authority to appoint the librarian and the hire such other employees as they may deem necessary... .”

Code Section 2-705(e) states: “The Library Board shall advise the Mayor and City Council in regard to the operation, maintenance, and development and personnel of the Public Library, and shall recommend to the City Council by-laws, rules and regulations... .”

Code Section 2-112 states: “The City Council may establish citizen advisory boards and commissions of either a permanent or temporary nature to study and/or make recommendations

on designated issues. ...Certain powers may be delegated to boards and commissions as provided for by statute.”

Other Fremont Municipal Code sections to consider in the analysis include Section 2-203, which states: “The City Council specifically reserves the right to make inquiries of any personnel relative to municipal activities. The City Council may, by motion or resolution, adopt appropriate personnel rules, and amend such rules in the same manner from time to time.”

Additionally, Section 2-506 states: “The City Administrator shall be the administrative head of the City government under the direction and control of the Mayor and Council, and shall administer all departments and divisions of the City government which are under the Mayor and Council’s direction.

The establishment of the Fremont Public Library is a statutory grant of authority to the City. “The mayor and city council of any city of the first class may (1) establish and maintain public libraries, ...The mayor and city council shall approve any personnel administrative or compensation policy or procedure applying to a director or employee of a public library, ...before such policy or procedure is implemented.” Neb. Rev. Stat. § 16-251 (2018 Cum. Supp.).

Similarly, establishment of a library board is a statutory grant: “When any city council or village board decides by ordinance to establish and maintain a public library and reading room under sections 51-201 to 51-219, the city council or village board shall establish a library board. ...” Neb. Rev. Stat. § 51-202(1) (Reissue 2012). The governing body of the city in which the library is located “shall approve any personnel administrative or compensation policy or procedure before implementation of such policy or procedure by the library board.” Neb. Rev. Stat. § 51-211(1).

ANALYSIS

The City Code sections establishing and outlining the duties of the Library Board pursuant to state statute are in conflict with respect to the Board’s function as an advisory board (Section 3-705), as opposed to hiring staff (Section 3-701), which is generally a function reserved in the City administration (Section 2-506).

Statutory language is to be considered in its plain, ordinary, and popular sense. *In re Application A-16642*, 236 Neb. 671, 463 N.W. 2d 591 (1990). A statute is ambiguous when the language used cannot be adequately understood either from the plain meaning of the statute or when considered *in pari materia* with any related statutes. *Premium Farms v. County of Holt*, 263 Neb. 415, 640 N.W.2d 633 (2002). When a statute is ambiguous and must be construed, the principal objective is to determine and give effect to the legislative intent of the enactment. *Id.* In construing an ambiguous statute, examination of the legislative history of the act in question to assist in ascertaining the intent of the legislature. *Id.*

LEGISLATIVE HISTORY

In 1999, the Fremont City Council adopted Ordinance No. 3875, codifying Section 2-201, which outlined the composition and function of the Library Board. Section 2-201(5) gave

the Library Board the authority “to appoint a Librarian and all other employees. The Board shall have supervisory authority over all employees of the Library including the Librarian.” (See Attachment 1).

The City made comprehensive changes to the City Code in 2010, as evidence by the Staff Report presented to the Mayor and City Council at its April 7, 2010, City Council meeting. (See Attachment 2). The Staff Report from then City Administrator Robert Hartwig stated that the “Library Board is modified to an advisory board of the City under Chapter 16 of the Nebraska Revised Statutes (NRS).” As a result, the City Council adopted Ordinance No. 5160 on April 13, 2010. Said Ordinance amended Ordinance 3139, including Section 2-201(5), which was amended to read, “The Library Board shall advise the Mayor and City Council in regard to the operation, maintenance, and development and personnel of the Public Library, and shall recommend to the City Council by-laws, rules and regulations... .” (Attachment 2). The language allowing the Library Board to appoint a librarian and other employees was removed. Additionally, Section 16 of Ordinance 5160 stated “all other ordinances in conflict herewith are hereby repealed.”

A further overhaul of the Fremont Municipal Code occurred in 2013 with the adoption of Ordinance Nos. 5271, 5272 and 5273 (See Attachment 3). Each of these ordinances amended Ordinance 3139 and reorganized the Code to its present-day structure with respect to Chapter 3, Departments (5271); Chapter 1, Administration (5272); and, Chapter 2, Boards and Commissions (5273). Most notable to this analysis is Section IV of Ordinance No. 5271, which adds Section 3-705(5), and includes the same language in the current version of the Code quoted above relative to the Library Board being advisory in nature. The title of Ordinance No. 5271 also states an intent “to repeal ordinances in conflict herewith[.]”

CONCLUSION

A reading of these prior ordinances and legislative history as a whole, it is my opinion that the intent of Fremont Municipal Code Section 3-705 was to establish the Library Board as an advisory body to the Mayor and City Council, and Section 3-705 controls over Section 3-701. Furthermore, Code Section 3-701 was effectively repealed by Ordinance No. 5271. Repeal by implication is strongly disfavored, unless made necessary by the evident intent of the legislature. *Premium Farms, supra*. It is clear here that the intent of the City Council in adopting Section 3-705 was to confer advisory authority in the Library Board consistent with state statute.

The City Council’s approval of Council President Jacobus’ motion recited above was arbitrary and capricious, and made in disregard of City Code. The decision effectively delegated administrative hiring authority to the Library Board contrary to its advisory authority granted by state statute and City Code. A decision is arbitrary when it is made in disregard of the facts or circumstances and without some basis which would lead a reasonable person to the same conclusion. *In re Application A-16642, supra*. A capricious decision is one guided by fancy rather than by judgment or settled purpose; such a decision is apt to change suddenly; it is freakish, whimsical, humorsome. *Id.*; See also, *United States v. Carmack*, 329 U.S. 230 (1946).

City Code
as of approximately
2006

Library Sections in
both chapters 2
to 3

ATTACHMENT 1

§ 2-201

Commissions and Boards

Item No. 19.

Article 2. Commissions and Boards

§ 2-201 LIBRARY BOARD. (1) The Library Board shall consist of five (5) appointed members who shall be residents of the Municipality and who shall serve terms of four (4) years. The Governing Body shall appoint the members of the Library Board by a majority vote. Neither the Mayor nor any member of the Governing Body shall be a member of the Library Board. The terms of members serving on the effective date of a change in the number of members shall not be shortened, and any successors to those members shall be appointed as the terms of those members expire. In case of any vacancy by resignation, removal, or otherwise, the Governing Body shall fill the vacancy for the unexpired term.

(2) No member shall receive any pay or compensation for any services rendered as a member of the Library Board. The Governing Body may require the members of the Library Board to give a bond in a sum set by resolution of the Governing Body and conditioned upon the faithful performance of their duties.

(3) At the time of the Board's first (1st) meeting in June of each year, the Board shall organize by selecting from their number a Chairperson and Secretary. No member of the Library Board shall serve in the capacity of both the Chairperson and Secretary of the Board. It shall be the duty of the Secretary to keep the full and correct minutes and records of all meetings, and to file the same with the Municipal Clerk where they shall be available for public inspection at any reasonable time.

(4) A majority of the Board members shall constitute a quorum for the transaction of business. The Board shall meet at such times as the Governing Body may designate. Special meetings may be held upon the call of the Chairperson, or a majority of the members of the Board.

(5) The Library Board shall have the authority to appoint a Librarian and all other employees. The Board shall have supervisory authority over all employees of the Library including the Librarian.

2000 S-2

(6) The Library Board shall have general charge of the Municipal Library and shall establish appropriate rules and regulations for the management, operation, and use of the Library. All actions of the Board shall be subject to the review and supervision of the Governing Body. The Board shall be responsible for making such reports and performing such additional duties as the Governing Body may designate from time to time. (Ref. 51-202 RS Neb) (Amended by Ord. No. 3875, 2/23/99)

§2-201.1 LIBRARY BOARD; ANNUAL REPORT. The Library Board shall, on or before the second Monday in February in each year, make a report to the City Council of the condition of its trust on the last day of the prior fiscal year. The report shall show all money received and credited or expended; the number of materials held, including books, video and audio materials, software programs, and materials in other formats; the number of periodical subscriptions on record, including newspapers; the number of materials added and the number withdrawn from the collection during the year; the number of materials circulated during the year; and other statistics, information, and suggestions as the Library Board may deem of general interest or as the City Council may require. The report shall be verified by affidavit of the President and Secretary of the Library Board. (Ref. 51-213 RS Neb.) (Ord. No. 5026, 8/9/05)

§ 2-202 PLANNING COMMISSION. (1) The Planning Commission shall consist of nine (9) regular members who shall represent, insofar as is possible, the different professions or occupations in the Municipality and shall be appointed by the Mayor, by and with the approval of a majority vote of the members elected to the City Council. Two (2) of the regular members may be residents of the area over which the Municipality is authorized to exercise extraterritorial zoning and subdivision regulation. When there is a sufficient number of residents in the area over which the Municipality exercises extraterritorial zoning and subdivision regulation, one (1) regular member of the Commission shall be a resident from such area. If it is

2005 S-7A

§3-701

Departments

§3-704

Article 7. Library

§3-701 MUNICIPAL LIBRARY; OPERATION AND FUNDING. The City owns and manages the City Library, Reading Room, Art Gallery, and Museum through the Library Board. The City Council, for the purpose of defraying the cost of the management, purchases, improvements, and maintenance of the Library may each year levy a tax not exceeding the maximum limit prescribed by State law, on the actual valuation of all real estate and personal property within the City that is subject to taxation. The revenue from the said tax shall be known as the Library Fund and shall include all gifts, grants, deeds of conveyance, bequests, or other valuable income-producing personal property and real estate from any source for the purpose of endowing the City Library. The Library Fund shall at all times be in the custody of the Director of Finance. The Board shall have the power and authority to appoint the librarian and to hire such other employees as they may deem necessary and may pass such other rules and regulations for the operation of the Library, Reading Room, Art Gallery, and Museum as may be proper for their efficient operation. (Ref. 16-251, 51-201, 51-202, 51-211 RS Neb.)

§3-702 MUNICIPAL LIBRARY; DAMAGED AND LOST BOOKS. Any person who injures or fails to return any book taken from the Library shall forfeit and pay to the Library not less than the value of the book in addition to any replacement costs and penalty which the Library Board may assess. (Ref. 51-211 RS Neb.)

§3-703 MUNICIPAL LIBRARY; BOOK REMOVAL. It shall be unlawful for any person not authorized by the regulations made by the Library Board to take a book from the Library, without the consent of the Librarian, or an authorized employee of the Library. Any person removing a book from the Library without properly checking it out shall be deemed to be guilty of a misdemeanor. (Ref. 51-211 RS Neb.)

§3-704 MUNICIPAL LIBRARY; COST OF USE. The Municipal Library shall be free for the use of the inhabitants of the City. The Librarian may exclude from the use of the Library

§3-704

Fremont Code

§3-704

and reading rooms any person who shall willfully violate or refuse to comply with the rules and regulations established for the government thereof. (Ref. 51-201, 51-212 RS Neb.)

STAFF REPORT

TO: Mayor and City Council
FROM: Robert Hartwig – City Administrator
DATE: April 7, 2010
SUBJECT: Ordinance Amending Chapter 2 of the Fremont Municipal Code

Recommendation: 1). Move to amend as presented. 2). Hold third reading on the Ordinance and pass.

Background: The City Attorney is in the process of reviewing the entire Municipal Code. It has been a few years since the last complete review and in many cases the Nebraska Revised Statutes have been changed.

The changes to Chapter 2 accomplish several things. The Library Board is modified to an advisory board of the City under Chapter 16 of the Nebraska Revised Statutes (NRS). The Planning Commission would have at least one and up to two members appointed from outside of the City limits, but within our zoning jurisdiction in accordance with the NRS. One member of the Board of Adjustment would have to be from outside the City limits, but within our zoning jurisdiction in accordance with the NRS. The organization of the Board of Health is updated to agree with the NRS. The Board of Public Works is made more consistent with the other City Boards and Commissions. The Board of Public Works may enter into expenditures up to \$30,000 in accordance with the NRS. The Gas Superintendent is no longer permitted to sign checks on behalf of the City. The Civil Service Commission section is simplified (we will follow the NRS in this area). The Board of Parks and Recreation section is brought up to date with newer sections of the NRS. The Board of Forestry Examiners section is also modernized. The Board of Plumbing Examiners no longer has any bonding requirements, and no longer has to have a Chief Health Officer on the Board. The penalty provision has been removed (Chapter 2 is not a penal ordinance).

10A3

April 13, 2010

Item No. 19.

ORDINANCE NO. 5160
(AMENDED 4-13-2010)

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING SECTION 2-101 THRU 2-301 OF THE FREMONT MUNICIPAL CODE, ORDINANCE NO. 3139, RELATING TO COMMISSIONS AND BOARDS; REPEALING OTHER ORDINANCES IN CONFLICT HEREWITH, AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION 1. That Section 2-101 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-101 STANDING COMMITTEES; GENERAL PROVISIONS. At the organizational meeting of the City Council, the Mayor shall appoint members of such standing committees as the City Council may by ordinance or resolution create. The membership of such standing committees may be changed at any time by the Mayor. The Mayor shall be a member ex officio of each standing committee. The members of the standing committees shall serve a term of office of two (2) years, unless reappointed. The function of the committees is to assist the Council in the adoption of proposed policies and to assist the City Administrator in formulating recommendations of policy to the Mayor and Council.

The following standing committees shall be appointed or reappointed each year until changed by the City Council:

- Resources
- Development and Improvements

SECTION 2. That Section 2-201 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

2-705

§2-201 Library Board. (1) The Library Board shall consist of five (5) appointed members who shall be residents of the Municipality and who shall serve terms of four (4) years. The Mayor shall appoint the members of the Library Board with the consent of the City Council. Neither the Mayor nor any member of the Council shall be a member of the Library Board. The terms of members serving on the effective date of a change in the number of members shall not be shortened, and any successors to those members shall be appointed as the terms of those members expire. In case of any vacancy by resignation, removal, or otherwise, the Mayor shall fill the vacancy for the unexpired term with the consent of the Council.

(2) No member shall receive any pay or compensation for any services rendered as a member of the Library Board.

(3) At the time of the Board's first (1st) meeting in June of each year, the Board shall organize by selecting from their number a Chairperson and Secretary. No member of the Library Board shall serve in the capacity of both the Chairperson and Secretary of the Board. It shall be the duty of the Secretary to keep minutes of all meetings, and to timely file the same with the City Clerk as public records.

(4) A majority of the Board members shall constitute a quorum for the transaction of business. The Board shall meet at such times as the City Council may designate. Special meetings may be held upon the call of the Chairperson, or a majority of the members of the Board.

(5) The Library Board shall advise the Mayor and City Council in regard to the operation, maintenance, and development and personnel of the Public Library and shall recommend to the City Council by-laws, rules and

regulations, or changes in by-laws, rules, and regulations for the protection and development of the public library.

(6) The Library Board shall be responsible for the intellectual content and development of the library.

(7) The Librarian shall be appointed by the Mayor with the advice of the Library Board and the consent of the City Council. The Librarian shall generally supervise the property and operations of the Public Library. The Librarian shall be accountable to the Board, but will work under the supervision of the City Administrator.

(8) All actions of the Board shall be subject to the review and control of the City Council.

SECTION 3. That Section 2-201.1 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-201.1 Library Board; ANNUAL REPORT. The Library Board shall, on or before the second Monday in February in each year, make a report to the City Council of the condition of its trust on the last day of the prior fiscal year. The report shall show all money received and credited or expended; the number of materials held, including books, video and audio materials, software programs, and materials in other formats; the number of periodical subscriptions on record, including newspapers; the number of materials added and the number withdrawn from the collection during the year; the number of materials circulated during the year; and other statistics, information, and suggestions as the Library Board may deem of general interest or as the City Council may require.

SECTION 4. That Section 2-202.2 of the Fremont Municipal Code, Ordinance No. 3139 be added as follows:

§2-201.2 INTERNET ACCESS. It is the policy of the City of Fremont that all public internet access funded in whole or in part by the City will meet standards set by the Children’s Internet Protection Act. The annual report of the Library Board shall certify compliance with the Children’s Internet Protection Act.

SECTION 5. That Section 2-202 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§ 2-202 PLANNING COMMISSION. (1) The Planning Commission shall consist of nine (9) regular members who shall represent, insofar as is possible, the different professions or occupations in the Municipality and shall be appointed by the Mayor, by and with the approval of a majority vote of the members elected to the City Council. Two (2) of the regular members may be residents of the area over which the Municipality is authorized to exercise extraterritorial zoning and subdivision regulation. One (1) regular member of the Commission shall be a resident from such area. The term of each regular member shall be three (3) years. All regular members shall hold office until their successors are appointed. Any member may, after a public hearing before the City Council, be removed by the Mayor, with the consent of a majority vote of the members elected to the City Council, for inefficiency, neglect of duty, or malfeasance in office, or other good and sufficient cause. Vacancies resulting from causes other than the expiration of term shall be filled for the unexpired portion of the term by the Mayor.

(2) All regular members of the Commission shall serve without compensation and shall hold no other Municipal office except when appointed to serve on the Board of Adjustment as provided in section 19-908 RS Neb. The Commission shall elect its Chairperson and a Secretary from its members and create and fill such other of its offices as it may determine. The term of the Chairperson and the Secretary shall be one year, and they shall be eligible for reelection. No member of the Commission shall serve in the capacity of both the Chairperson and Secretary of the Commission. It shall be the duty of the Secretary to keep the full and correct minutes and records of all meetings and to file them with the Municipal Clerk where they shall be public records. The Council may provide the funds, equipment and accommodations necessary for the work of the Commission, but the expenditures of the Commission, exclusive of gifts, shall be within the amounts appropriated for that purpose by the City Council; and no expenditures nor agreements for expenditures shall be valid in excess of such amounts. A number of Commissioners equal to a majority of the number of regular members appointed to the Commission shall constitute a quorum for the transaction of any business. The Commission shall hold at least one regular meeting

in each calendar quarter, except the City Council may require the Commission to meet more frequently and the Chairperson of the Commission may call for a meeting when necessary to deal with business pending before the Commission. Special meetings may also be held upon the call of any three (3) members of the Commission. The Commission shall adopt rules and regulations for the transaction of business and shall keep a record of its resolutions, transactions, findings, and determinations, which shall be a public record. The Commission shall make and adopt plans for the physical development of the Municipality, including any areas outside its boundaries which, in the Commission's judgment, bear relation to the planning of the Municipality, and shall carry out the other duties and exercise the powers specified in section 19-929 RS Neb. All actions by the Commission shall be subject to the review and supervision of the Mayor and City Council. The Commission shall make its recommendations to the City Council so that they are received by the City Council within sixty (60) days after the Commission begins consideration of a matter relating to the comprehensive development plan, capital improvements, building codes, subdivision development, the annexation of territory, or zoning. The Commission shall be responsible for making such reports and performing such other duties as the City Council may, from time to time, designate.

(3) The Mayor, with the approval of a majority vote of the other elected members of the City Council, may appoint one (1) alternate member to the Commission. The alternate member shall serve without compensation and shall hold no other Municipal office. The term of the alternate member shall be three (3) years, and he or she shall hold office until his or her successor is appointed and approved. The alternate member may be removed from office in the same manner as a regular member. If the alternate member position becomes vacant other than through the expiration of the term, the vacancy shall be filled for the unexpired portion of the term by the Mayor with the approval of a majority vote of the elected members of the City Council. The alternate member may attend any meeting and may serve as a voting and participating member of the Commission at any time when less than, the full number of regular Commission members is present and capable of voting.

SECTION 6. That Section 2-203 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-203 BOARD OF ADJUSTMENT. (A) The Mayor shall appoint, with the approval of the City Council, a Board of Adjustment, which shall consist of five (5) regular members plus one (1) additional member designated as an alternate who shall attend and serve only when one (1) of the regular members is unable to attend for any reason. Each member shall be appointed for a term of three (3) years and shall be removable for cause by the Mayor, with the approval of a majority of the City Council, upon written charges and after public hearings. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. One (1) member only of the Board of Adjustment shall be appointed from the membership of the Planning Commission, and the loss of membership on the Planning Commission by such member shall also result in his or her immediate loss of membership on the Board of Adjustment and the appointment of another Planning Commissioner to the Board of Adjustment. One (1) member of the Board of Adjustment shall reside outside the corporate boundaries of the City but within its extraterritorial zoning jurisdiction. Neither the Mayor nor any member of the City Council shall serve as a member of the Board of Adjustment.

(B) The members of the Board shall serve without. The Board shall organize at its first meeting each year after the City Council meeting when appointments are regularly made and shall elect from its membership a Chairperson and Secretary. No member of the Board of Adjustment shall serve in the capacity of both Chairperson and Secretary of the Board.

(C) The Board shall adopt rules in accordance with the provisions of this section and sections 19-901 to 19-914 RS Neb. Meetings of the Board shall be held at the call of the Chairperson and at such other times as the Board may determine. Special meetings may be also held upon the call of any three (3) members of the Board. A majority of the Board shall constitute a quorum for the purpose of doing business. The Chairperson, or in his or her absence the acting Chairperson, may administer oaths and compel the attendance of witnesses. All meetings of the Board shall be open to the public. It shall be the duty of the Secretary to keep minutes of the Board's proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and to keep records of the Board's examinations and other official actions, all of which shall be timely filed

with the Municipal Clerk and shall be public record. The Board shall be responsible for making such reports and performing such other duties as the Mayor and City Council may designate.

(D) Appeals to the Board may be taken by any person aggrieved or by any officer, department, board, or bureau of the City affected by any decision of the administrative officer. Such appeal shall be taken within a reasonable time, as provided by the rules of the Board, by filing with the officer from whom the appeal is taken and with the Board a notice of appeal specifying the grounds thereof. The officer from whom the appeal is taken shall forthwith transmit to the Board all the papers constituting the record upon which the action appealed from was taken. An appeal stays all proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the Board, after the notice of appeal shall have been filed with him or her, that by reason of facts stated in the certificate a stay would, in his or her opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board or by a court of record on application on notice to the officer from whom the appeal is taken and on due cause shown. The Board shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time. Upon the hearing, any party may appear in person or by agent or by attorney.

(E) The Board shall have only the following powers:

(1) To hear and decide appeals when it is alleged there is error in any order, requirement, decision, or determination made by an administrative official or agency based on or made in the enforcement of any zoning regulation or any regulation relating to the location or soundness of structures, except that the authority to hear and decide appeals shall not apply to decisions made by the City Council or Planning Commission regarding a conditional use or special exception;

(2) To hear and decide, in accordance with the provisions of any zoning regulation, requests for interpretation of any map; and

(3) When by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of the enactment of the zoning regulations, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of such piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to or exceptional and undue hardships upon the owner of such property, to authorize, upon an appeal relating to the property, a variance from such strict application so as to relieve such difficulties or hardship, if such relief may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of any ordinance or resolution.

(F) No such variance shall be authorized by the Board unless it finds that:

(1) The strict application of the zoning regulation would produce undue hardship;

(2) Such hardship is not shared generally by other properties in the same zoning district and the same vicinity;

(3) The authorization of such variance will not be of substantial detriment to adjacent property and the character of the district will not be changed by the granting of the variance; and

(4) The granting of such variance is based upon reason of demonstrable and exceptional hardship as distinguished from variations for purposes of convenience, profit, or caprice.

No variance shall be authorized unless the Board finds that the condition or situation of the property concerned or the intended use of the property is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the zoning regulations.

(G) In exercising the powers granted in this section, the Board may, in conformity with sections 19-901 to 19-915 RS Neb., reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from, and may make such order, requirement, decision, or determination as ought to be made, and to that end shall have all the powers of the officer from whom the appeal is taken. The concurring vote of four (4) members of the Board shall be necessary to reverse any order, requirement, decision, or determination of any such administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass

under any such regulation or to effect any variation in such regulation.

(H) Appeals from a decision by the Board may be taken as provided in section 19-912 RS Neb.

SECTION 7. That Section 2-204 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-204 BOARD OF HEALTH. There is hereby created a Board of Health consisting of five (5) members: The Mayor, who shall be chairperson; a physician, who shall be medical advisor; the Police Chief, who shall be secretary and quarantine officer; the President of the City Council; and one (1) other member to be appointed by the Mayor with the consent of the City Council. The members of the Board shall serve, without compensation, until their successors are appointed and qualified. The secretary shall keep minutes and records of all meetings and timely file the same with the City Clerk as public records. The Board of Health shall be funded by the City Council from the General Fund. A majority of the Board shall constitute a quorum for the purpose of doing business. The Board shall meet at such times as the City Council may designate. Special meetings may be held upon the call of the chairman, or any two (2) members of the Board. It shall be the duty of the Board to enact rules and regulations which shall have the full force and effect of law, to safeguard the health of the residents of the City and prevent nuisances and unsanitary conditions, enforce the same, and provide fines and punishments for the violation thereof. The Board shall regularly inspect such premises and businesses as the City Council may direct. All members of the Board shall be responsible for making such reports and performing such other duties as the City Council may, from time to time, designate. No member of the Board of Health shall hold more than one (1) Board of Health position.

SECTION 8. That Section 2-205 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-205 BOARD OF PUBLIC WORKS. (1) The Mayor, by and with the assent of the City Council, shall appoint the Board of Public Works. The Board shall consist of five (5) members who are residents of the City. The members of the Board shall serve a five (5) year term of office, at a salary set by ordinance of the City Council. No member of the Board shall ever be financially interested in a contract entered into by the Board on behalf of the City. The members of the Board shall be required to take an oath to faithfully perform the duties of their office before entering upon the discharge thereof. The Mayor, by and with the assent of the Council shall appoint a member of the Board to serve as chairman. The Board shall select one of its members as secretary. Both the chairman and the secretary shall hold office until their successors are appointed and qualified or the ordinance creating the Board shall be repealed. It shall be the duty of the secretary to keep the minutes and records of all meetings and to timely file the same with the City Clerk as public records. The Board shall meet at such times as the City Council may designate. Special meetings may be held upon the call of the chairman, or any three (3) members of the Board. A majority of the Board members shall constitute a quorum for the transaction of business.

(2) The Board of Public Works is hereby given the active direction, supervision, control and general management of the waterworks, power plant, sewerage, lighting systems, and natural gas distribution systems belonging to the City, and of the erection and construction of the same. It shall be the duty of the Board of Public Works and it shall have the power to make contracts on behalf of the City for the performance of all such work and maintenance and for the erection of all such improvements and enlargements except as limited by the statutes of the State, the provisions of this Code and other ordinances of the City, to approve the estimate of the City Engineer or special Engineer, if needed, which may be made from time to time, of the value of work as the same may progress, to accept any work done or improvements made when same shall be fully completed according to contract, to audit all accounts and claims against the City incurred on account of or in connection with such systems, to make its recommendations and reports to the Mayor and City Council from time to time with reference to extensions, improvements and other matters pertaining to the water, light, sewer, and natural gas distribution systems such as will in its opinion tend to the betterment of such systems and to promote public welfare, and to perform such other duties in connection with the light, water, sewer and natural gas distribution systems as may be referred to it by the Mayor a

provisions of this Code or other ordinance of the City or by statute, conferred upon the Water Commissioner, it shall be construed to mean the Board of Public Works and the Board of Public Works is hereby authorized and empowered to delegate any employee under such board to perform such right, duty or obligation as the Board may see fit. It shall be the duty of the Board or its authorized agent to collect all money receivable by the City on account of such system of waterworks, sewer works, power plant, lighting and natural gas distribution systems, and to faithfully account for the same to the Director of Finance, or his authorized agent. Cash in excess of amounts required to pay expenses shall be made available for investment to the Director of Finance or his authorized agent.

(3) The Board of Public Works is hereby authorized and empowered to employ necessary workforce and to purchase material for the operation and maintenance of utility facilities as hereinafter delineated.

(4) The Board of Public Works shall indemnify the person acting as the "Designated Representative", "Alternate Designated Representative", or "Authorized Representative" of the City or the Department of Utilities who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative against expenses including attorney's fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the City, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

(5) No single expenditure shall exceed thirty thousand dollars (\$30,000.00) for material, supplies, service, and the replacement, and maintenance of equipment directly connected with the operation of the electric system, sewerage system, waterworks, or natural gas distribution system, and their associated lines and facilities without the approval of the Mayor and City Council. The thirty thousand dollar (\$30,000.00) limit may be waived by the General Manager or Chairman of the Board of Public Works if an emergency is declared. Such a declaration shall be affirmed by the Board at its next regular Board meeting and the affirmation shall be made a part of the Board minutes. The General Manager of the Department of Utilities may purchase fuel on the spot market after receiving comparable quotations in excess of these limits; and may buy from and sell to other agencies electricity on a temporary basis in excess of these limits without the approval of the Mayor and City Council. These purchases shall be affirmed by the Board of Public Works.

(6) The Board of Public Works shall have the right to pay the City Attorney additional compensation for legal services performed by him for it or to employ additional legal assistance other than the City Attorney and pay such legal assistance out of the funds disbursed under the orders of the Board of Public Works. Further, the Board of Public Works shall have the right to utilize its own engineering staff, and shall have the right to hire consulting engineers, for the design and installation of extensions and improvements under the jurisdiction of the Board of Public Works. All action of the Board shall be subject to the review and supervision of the City Council. The Board shall be responsible for making such reports and performing such other duties as the City Council may, from time to time, designate. No member of the City Council shall serve as a member of the Board of Public Works while serving a term of office as a member of the City Council. No member of the Board of Public Works shall serve in the capacity of both the chairman and secretary of the Board.

SECTION 9. That Section 2-206 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-206 BOARD OF PUBLIC WORKS; DISBURSEMENT OF FUNDS. All orders for the disbursement of funds by the Board of Public Works shall be signed by the chairman and the secretary of the Board, or by any two (2) members of the Board who have previously been designated for that purpose by a resolution duly adopted by the Board. Disbursements shall be recorded in accordance with state law and city policy. Disbursement shall be made by check signed by either the Chairman or General Manager or their authorized assistant and countersigned by the Finance Director or his authorized agent.

SECTION 10. That Section 2-207 of the Fremont Municipal Code, Ordinance No. 3139 be amended as

§2-207 **CIVIL SERVICE COMMISSION.** The Civil Service Commission for the City of Fremont shall consist of three members appointed by the Mayor with the approval of the City Council. Members of the Civil Service Commission shall have been residents of the City of Fremont, Nebraska for at least three (3) years preceding appointment and registered voters of Dodge County, Nebraska. The Members of the Civil Service Commission shall serve without compensation. The Civil Service Commission shall function pursuant to the rules, provisions, and procedures of the applicable state law.

SECTION 11. That Section 2-208 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-208 **BOARD OF PARKS AND RECREATION COMMISSIONERS.** The Mayor and City Council shall appoint the Board of Parks and Recreation Commissioners. The Board shall be composed of six (6) members who shall be resident freeholders of the City. They shall be appointed for a three (3) year term by the Mayor and Council at their first meeting in January each year. It shall be the duty of the Mayor and Council to appoint or re-appoint one-third of the Board each year for a term of three years. Each member shall serve until his successor is appointed and qualified. A vacancy occurring on such Board by death, resignation or disqualification of a member shall be filled for the remainder of such term at the next regular meeting of the City Council. The Mayor shall be an Ex-officio member of the Board and may vote when his vote would be decisive on any matter. The Board shall serve without compensation. Before entering upon his duties each member of the Board shall take an oath, to be filed with the City Clerk, that he or she will faithfully perform the duties of their office and will not in any manner be actuated or influenced therein by personal or political motives. At the time of the first meeting in February of each year, the Board shall organize by selecting from their number a chairperson. The Director of the Parks and Recreation Department or his designee shall act as ex-officio secretary. It shall be the duty of the secretary to keep the minutes and records of all meetings, and to timely file the same with the City Clerk as public records. A majority of the Board members shall constitute a quorum for the transaction of business. The Board shall meet at such times as the City Council may designate. Special meetings may be held upon the call of the chairman, or any two (2) of the Board members. It shall be the duty of the Board of Park and Recreation Commissioners to recommend rules and regulations for the proper care and maintenance of City parks, Ridge Cemetery and for the proper conduct of the recreational programs and activities of the City. Such Board shall have charge, direction and control of all parks, Ridge Cemetery and recreational facilities of the City including the approval of locations for and authorization of permits for all activities in the park system. The Board shall submit an annual written report to the Mayor and Council of its acts and doings.

(2) Notwithstanding any other ordinance of the City, the Board of Parks and Recreation Commissioners shall have the right and authority to determine the use, the conduct of and the form of operation of parks, Ridge Cemetery and recreational facilities of the City in every manner and kind whatsoever. Further, the Board is authorized to regulate the cultivation and planting of trees, shrubs, and vines on all streets, avenues and parkways of the City. All employees of the City doing work in or for the City parks shall be under the supervision and direction of the Parks and Recreation Director. The Parks and Recreation Director shall be accountable to the Board, but will work under the supervision of the City Administrator. All actions of the Board shall be subject to the review and control of the City Council. The Board shall be responsible for making such reports and performing such other duties as the City Council may, from time to time, designate. No member of the City Council shall serve as a member of the Board of Park and Recreation Commissioners while serving a term of office as a member of the City Council.

SECTION 12. That Section 2-209 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-209 **BOARD OF FORESTRY EXAMINERS.** There shall be a Board of Forestry Examiners which shall consist of the Director of Parks and Recreation, who

secretary and official correspondent; and two (2)

other members, one (1) of whom should be employed in the business of forestry or related fields.

Appointments to this Board, other than the Director of Parks and Recreation shall be by the Mayor and shall be for terms of two (2) years until their successors are appointed and qualified.

This Board shall serve without pay.

The Board of Forestry examiners shall meet upon call of the chairman. A majority of the Board shall constitute a quorum for the transaction of business, and a majority vote of the whole Board shall be necessary to transact any business. The secretary of the Board shall keep minutes of all meetings.

The Board shall make such reasonable rules as are necessary for the conduct of its business and to ascertain the fitness of applicants to receive forester's certificates. The Board may issue certificates and may require a re-examination of the holder of any certificate, from time to time, in order to ascertain the continued fitness of the holder thereof, and his right to retain such certificate.

SECTION 13. That Section 2-210 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-210 BOARD OF PLUMBING EXAMINERS. (1) The Board of Plumbing Examiners shall consist of not less than four (4) members, at least one (1) member to be known as the Chief Health Officer of the Municipality, one (1) member to be known as the Plumbing Inspector of the Municipality, one (1) journeyman plumber, and one (1) master plumber. The journeyman and master plumbers shall be appointed by the Mayor, by and with the consent of the City Council. No member of the Governing Body shall serve as a member of the Board of Plumbing Examiners. All vacancies in the Board may be filled by the Mayor and Council as provided in this section. Any member of the Board may be removed from office for cause by the district court of the county in which the Municipality is situated.

(2) All members of the Board of Plumbing Examiners shall be residents or live within the zoning jurisdiction of the Municipality, and the Plumbing Inspector and journeyman and master plumbers shall be licensed plumbers.

(3) The Chief Health Officer and the Plumbing Inspector shall be appointed by and hold office during the term of office of the Mayor. The terms of office of the journeyman plumber and the master plumber shall be for three (3) years. Upon the expiration of the term of each appointed member, appointments shall be made for succeeding terms by the same process as the previous appointments.

(4) The Board shall organize by the selection of one of their number as Chairperson. The Plumbing Inspector shall be the Secretary of the Board. No member of the Board of Plumbing Examiners shall serve in the capacity of both the Chairperson and Secretary of the Board. It shall be the duty of the Secretary to keep the minutes and records of all meetings and to timely file them with the City Clerk as public records.

(5) The members of the Board may be paid an amount to be determined by resolution of the Governing Body.

(6) The Board shall be funded from time to time by the Governing Body out of the General Fund. The Board shall meet only upon call by the Chairperson. Three (3) members of the Board shall constitute a quorum for the purpose of doing business.

(7) It shall be the duty of the Board to adopt rules and regulations, not inconsistent with other Municipal ordinances and State law, for the sanitary construction, alteration, and inspection of plumbing and sewerage connections and drains placed in, or in connection with, any and every building in the Municipality. Such rules and regulations, except those that are adopted for the Board's own convenience only, shall be approved by ordinance by the Mayor and City Council. Subject to the same approval requirements, the Board shall have the power to amend or repeal its rules and regulations at any time.

(8) Any person desiring to do any plumbing or to work at the business of plumbing in the Municipality shall make a written application to the Board for an examination for a license. The Board shall examine the applicant as to his or her practical and theoretical knowledge of plumbing, house drainage, ventilation, and sanitation. If the applicant shows himself or herself competent, the Board shall cause the Chairperson and Secretary to execute and deliver to the applicant a license authorizing him or her to do plumbing in the Municipality.

(9) All original licenses may be renewed and all renewal licenses may be renewed by the Board of Plumbing Examiners at the dates of their expiration. Such renewal licenses shall be granted, without a reexamination, upon the written application of the licensee filed with the Board and showing that his or her purposes and condition remain unchanged, unless it is made to appear by affidavit before the Board that the applicant is no longer competent, or entitled to such renewal license, in which event the renewal license shall not be granted until the applicant has undergone the required examination.

(10) All original and renewal licenses shall be good for one year or two years from the date of issuance as determined by the Board, except that any license may be revoked or suspended by the Board at any time upon a hearing upon sufficient written, sworn charges filed with the Board showing the holder of the license to be incompetent or guilty of a willful breach of the rules, regulations, or requirements of the Board or of the laws or municipal ordinances relating thereto or of other causes sufficient for the revocation or suspension of his or her license, of which charges and hearing the holder of such license shall have written notice.

(11) The licensing requirements of this section shall not apply to employees of the water utility acting within the scope; of their employment.

(12) The Board shall be responsible for making such reports and performing such additional duties as the Governing Body may, from time to time, designate. All actions of the Board shall be subject to the review and supervision of the Governing Body.

SECTION 14. That Section 2-211 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-211 HOUSING AUTHORITY; CONTINUED EXISTENCE AS HOUSING AGENCY. (1) The local housing authority established under prior state law and in existence on January 1, 2000, shall have continued existence as a housing agency under the Nebraska Housing Agency Act.

(2) The local housing agency shall conduct its operations consistent with the Nebraska Housing Agency Act. All property, rights in land, buildings, records, and equipment and any funds, money, revenue, receipts, or assets of the authority belong to the agency as successor. All obligations, debts, commitments, and liabilities of the authority are obligations, debts, commitments, and liabilities of the successor agency.

(3) Any resolution by the authority and any action taken by the authority prior to January 1, 2000, with regard to any project or program which is to be completed within or to be conducted for a twelve-month period following January 1, 2000, and which resolution or action is lawful under state law as it existed prior to January 1, 2000, is a lawful resolution or action of the successor agency and binding upon the successor agency and enforceable by or against the agency notwithstanding that such resolution or action is inconsistent with, not authorized by, or prohibited under the provisions of the Nebraska Housing Agency Act.

(4) All commissioners of the local housing agency and all officers, legal counsel, technical experts, directors, and other appointees or employees of the agency holding office or employment by virtue of any such prior law on January 1, 2000, shall be deemed to have been appointed or employed under the Nebraska Housing Agency Act.

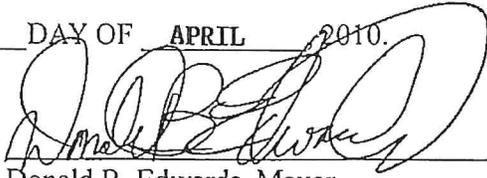
SECTION 15. That Section 2-301 Violation, Penalty of the Fremont Municipal Code, Ordinance No. 3139 be repealed

SECTION 16. That the originals of all ordinances or parts of ordinances of the City of Fremont and sections of the Fremont Municipal Code amended herein, and all other ordinances in conflict herewith are hereby repealed.

SECTION 17. That this ordinance shall be published in pamphlet form.

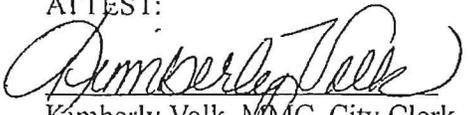
SECTION 18. That this ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS 13th DAY OF APRIL 2010.



Donald B. Edwards, Mayor

ATTEST:



Kimberly Volk, MMC, City Clerk



ORDINANCE NO. 5518

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, REPEALING AND REPLACING CHAPTER 3, ARTICLE 7, SECTION 3-701 OF THE FREMONT MUNICIPAL CODE AND ALL OTHER ORDINANCES OR PART OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

SECTION I. Chapter 3, Article 7, Section 3-701 – Municipal Library; operation and funding.

The City owns and manages the City Library, Reading Room, Art Gallery, and Museum through the Library Board. The City Council, for the purpose of defraying the cost of the management, purchases, improvements, and maintenance of the Library may each year levy a tax not exceeding the maximum limit prescribed by State law, on the actual valuation of all real estate and personal property within the City that is subject to taxation. The revenue from the said tax shall be known as the Library Fund and shall include all gifts, grants, deeds of conveyance, bequests, or other valuable income-producing personal property and real estate from any source for the purpose of endowing the City Library. The Library Fund shall at all times be in the custody of the Director of Finance. ~~The Board shall have the power and authority to appoint the librarian and to hire such other employees as they may deem necessary and may pass such other rules and regulations for the operation of the Library, Reading Room, Art Gallery, and Museum as may be proper for their efficient operation.~~

SECTION II. REPEAL OF CONFLICTING ORDINANCES. That and any other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION III. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval, and publication according to law. This ordinance shall be published in pamphlet form on January 29, 2020 and distributed as a City Ordinance.

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

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, AICP
DATE: March 10, 2020
SUBJECT: Annexation of WholeStone Farms

Recommendation: Hold second reading of Ordinance 5527

Background:

Heather Carver, on behalf of WholeStone Farms, is requesting annexation of their property into the City.

The property is contiguous to the city limits.

The property has been located in a County Industrial District, which prevented involuntary annexation in the past. WholeStone is asking Dodge County to be released from the County Industrial District. Dodge County is expected to release the areas from the industrial district at their February 26, 2020 meeting.

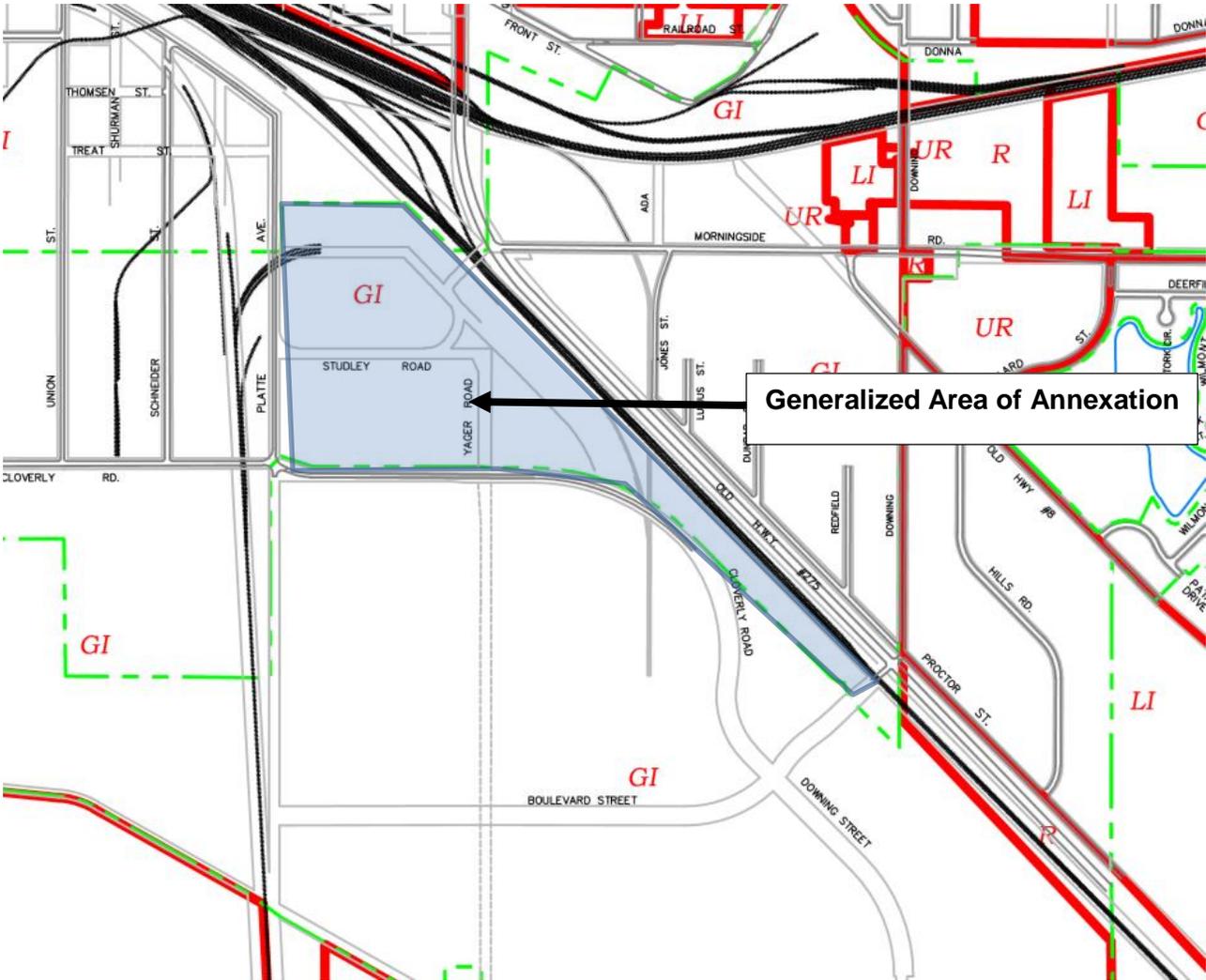
The parcels are within an area that has been designated as blighted and substandard, and for which a redevelopment plan has been approved.

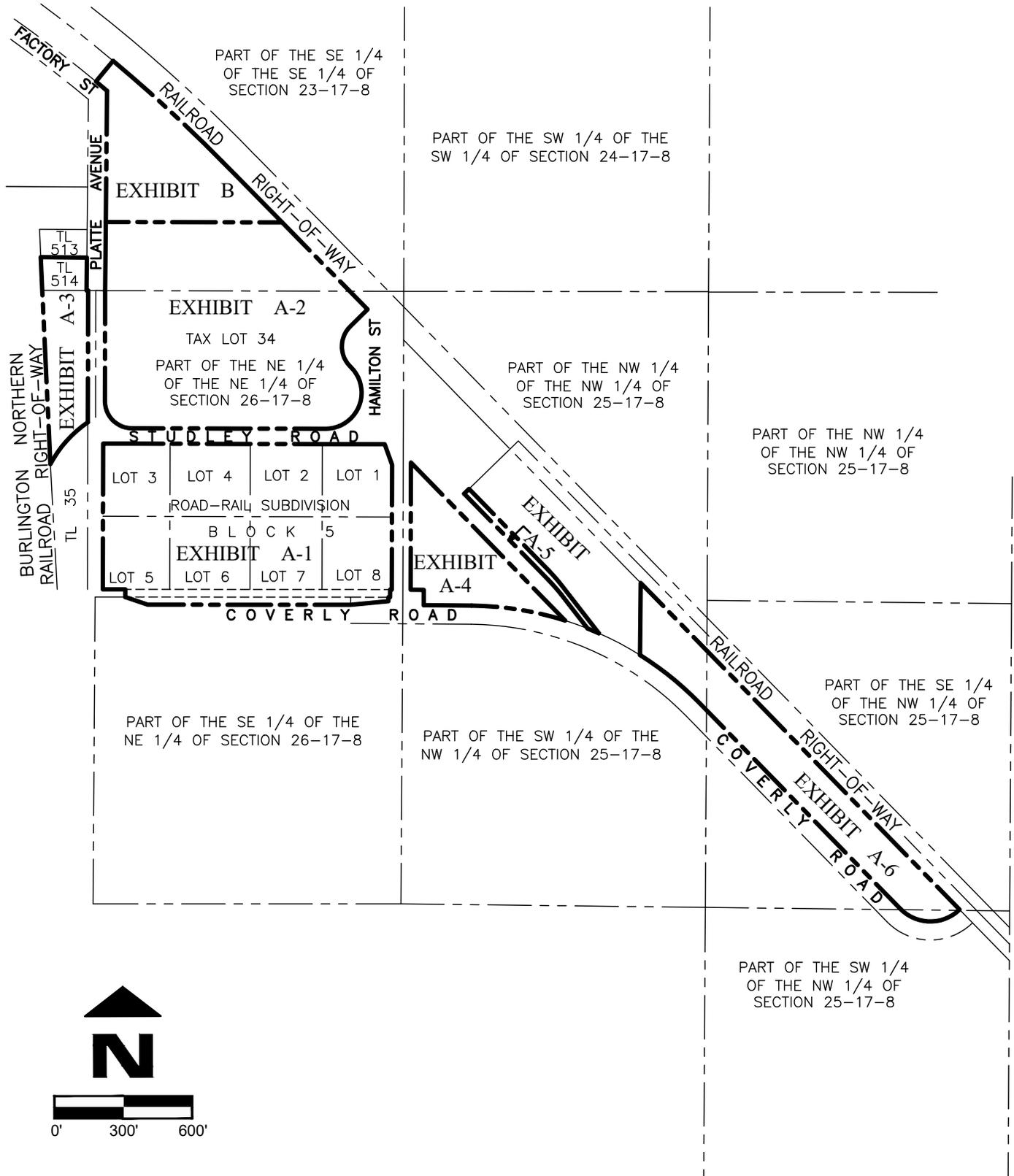
An amendment to the redevelopment plan is anticipated. This will allow WholeStone to upgrade and expand production at the facility.

Having the WholeStone Farms property in the city limits will have the long term impact of increasing the City's tax base.

This request is consistent with the Comprehensive Plan and State Statutes.

Vicinity Map





Job Number: 200-20-1(EXcov)
 thompson, dreessen & dornier, inc.
 10836 Old Mill Rd
 Omaha, NE 68154
 p.402.330.8860 f.402.330.5866
 td2co.com

Date: JANUARY 27, 2020
 Drawn By: RJR
 Reviewed By: JDW
 Revision Date:

COVER SHEET

CLINE, WILLIAMS, WRIGHT,
 JOHNSON & OLDFATHER

Book
 Page

PETITION

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

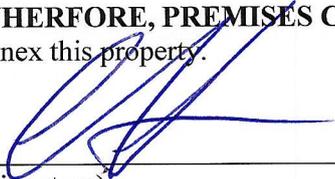
COMES NOW, Chris Venteicher, owner, or duly authorized officer or agent of the owner, of the following described real estate ("Petitioner"), to wit:

See Attached Exhibit "A"

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

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

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



(Signature)

1/24/20

(Date)



202001024

Carol Givens
Carol Givens

Filed:
February 28, 2020 10:50:00 AM
Fee \$0

Register of Deeds
DODGE COUNTY, NE

**RESOLUTION OF THE COUNTY BOARD OF SUPERVISORS
OF DODGE COUNTY, NEBRASKA**

WHEREAS, on February 23, 1962, the Dodge County Board of Supervisors passed a Resolution designating real estate as an Industrial Area within the provisions of Article 25 of Chapter 19 of the 1959 Cumulative Supplement of Revised Statutes of Nebraska.

WHEREAS, the Dodge County Clerk on January 24, 2020 received a petition filed by property owner Wholestone Farms II, LLC to exclude the following contiguous tract of land from an Industrial Area: The South 295.4 feet of the Southeast Quarter of the Southeast Quarter of Section 23, Township 17 North, Range 8 East, lying south and west of the Union Pacific Railroad; The North Half of the Northeast Quarter of the Northeast Quarter of Section 26, Township 17 North, Range 8 East, lying south and west of the Union Pacific Railroad, excepting Lot B and C of Factory Addition; Block 5, Road Rail Subdivision located in Section 26, Township 17 North, Range 8 East; Block 6, Road Rail Subdivision located in Section 25, Township 17 North, Range 8 East, excepting the C&NW-RR and the UPRR 100 foot wide right-of-way located along the Northeasterly line of said Block 6; and that Part of the Northwest Quarter of the Northeast Quarter of Section 26, Township 17 North, Range 8 East, lying east of the New Q Addition and lying north of a former BNSF Railway spur track which crossed Platte Avenue near the North line of Studley Road. All located in Dodge County, Nebraska.

WHEREAS, a notice of Public Hearing was published and sent to property owners as outlined in Nebraska Revised Statute 13-1113 and 13-1119 in connection with said above petition.

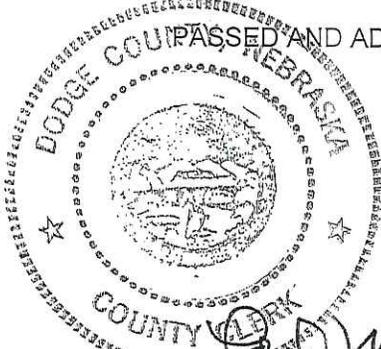
WHEREAS, the Dodge County Board of Supervisors has conducted a Public Hearing at 9:15 A.M. on February 26, 2020 in the Board of Supervisors Room located on the 3rd floor of the Courthouse, 435 N. Park Avenue, Fremont, Nebraska in connection with said above petition.

WHEREAS, the Dodge County Board of Supervisors does find and determine that there still remains sufficient land in the Industrial Area (formed on February 23, 1962) to qualify as an Industrial Area with the removal of the above properties.

NOW THEREFORE BE IT RESOLVED BY THE DODGE COUNTY BOARD OF SUPERVISORS that the above stated properties be removed from the Industrial Area and upon the filing of a certified copy of this Resolution with the Register of Deeds and County Assessor of Dodge County, the properties shall no longer be an Industrial Area.

Supervisor Strand moved for the adoption of said Resolution with Supervisor Bendig offering a second. Roll call vote showed 7 yeas and 0 nays.

PASSED AND ADOPTED THIS 26th DAY OF February, 2020.

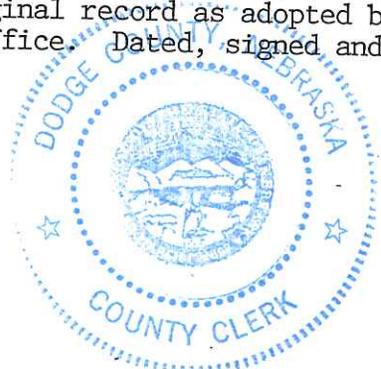


Bob Missel
Bob Missel, Chairman
Dodge County Board of Supervisors

ATTEST: *Fred Mytty*
Fred Mytty, Dodge County Clerk

I, Fred Mytty, Dodge County Clerk of Dodge County, Nebraska, do hereby certify that the above Resolution is a true copy of the original record as adopted by the Dodge County Board of Supervisors and filed in my office. Dated, signed and sealed this 27th day of February, 2020.

Fred Mytty
Fred Mytty
Dodge County Clerk





202001024

Carol Givens
Register of Deeds

Filed:
February 28, 2020 10:50:00 AM
Fee \$0

DODGE COUNTY, NE

RESOLUTION OF THE COUNTY BOARD OF SUPERVISORS
OF DODGE COUNTY, NEBRASKA

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WHEREAS, a notice of Public Hearing was published and sent to property owners as outlined in Nebraska Revised Statute 13-1113 and 13-1119 in connection with said above petition.

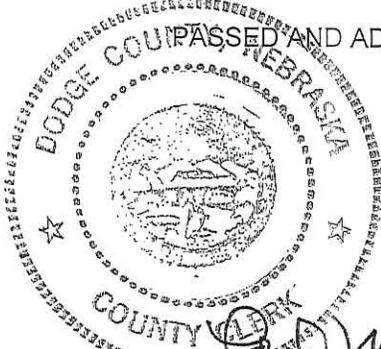
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WHEREAS, the Dodge County Board of Supervisors does find and determine that there still remains sufficient land in the Industrial Area (formed on February 23, 1962) to qualify as an Industrial Area with the removal of the above properties.

NOW THEREFORE BE IT RESOLVED BY THE DODGE COUNTY BOARD OF SUPERVISORS that the above stated properties be removed from the Industrial Area and upon the filing of a certified copy of this Resolution with the Register of Deeds and County Assessor of Dodge County, the properties shall no longer be an Industrial Area.

Supervisor Strand moved for the adoption of said Resolution with Supervisor Bendig offering a second. Roll call vote showed 7 yeas and 0 nays.

PASSED AND ADOPTED THIS 26th DAY OF February, 2020.

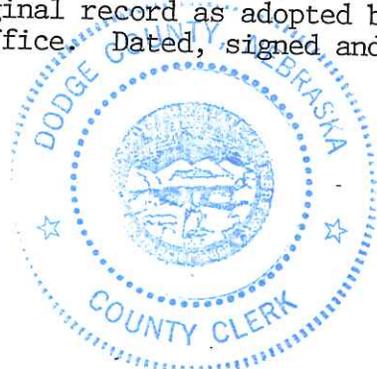


Bob Missel
Bob Missel, Chairman
Dodge County Board of Supervisors

ATTEST: *Fred Mytty*
Fred Mytty, Dodge County Clerk

I, Fred Mytty, Dodge County Clerk of Dodge County, Nebraska, do hereby certify that the above Resolution is a true copy of the original record as adopted by the Dodge County Board of Supervisors and filed in my office. Dated, signed and sealed this 27th day of February, 2020.

Fred Mytty
Fred Mytty
Dodge County Clerk



ORDINANCE NO. 5527

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, ANNEXING BY VOLUNTARY PETITION PROPERTY GENERALLY DESCRIBED AS PARCELS OF LAND LOCATED IN SECTIONS 23, 25 AND 25, ALL IN TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA AND EXTENDING THE CORPORATE LIMITS TO INCLUDE SAID REAL ESTATE; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, a public hearing on the proposed annexation was held by the Planning Commission on February 18, 2020, at which time the Commission unanimously recommended in favor of the proposed annexation; and

WHEREAS, the City Council held a public hearing on the proposed annexation on February 25, 2020; and,

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

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

SECTION I: ANNEXATION. That the following described real estate, contiguous and adjacent to the City of Fremont, Nebraska, urban or suburban in character and not rural in character, receiving material benefits and advantages from annexation to said City, to-wit for annexation into the City of Fremont’s corporate limits be and the same is hereby included within the boundaries and territory of the City of Fremont, Nebraska and shall be included within the corporate limits of said City and become a part of said City for all purposes whatsoever, and the inhabitants of such addition shall be entitled to all the rights and privileges and be subject to all the laws, ordinances, rules and regulations of said City.

See Exhibit A attached below

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

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

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

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

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

EXHIBIT "A" TO PETITION FOR ANNEXATION**LEGAL DESCRIPTION****Parcel 1**

LOTS 1 THRU 8, INCLUSIVE, BLOCK 5, ROAD-RAIL SUBDIVISION IN DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF VACATED CLOVERLY ROAD ADJACENT THERETO ON THE SOUTH, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SE CORNER OF THE NE 1/4 OF THE NE 1/4 OF SECTION 26, T17N, R8E OF THE 6TH P.M., DODGE COUNTY;

THENCE N89°57'18"W (ASSUMED BEARING) 48.00 FEET ON THE SOUTH LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE N00°09'43"E 33.00 FEET ON A LINE 48.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26 TO THE SE CORNER OF SAID LOT 8 AND THE POINT OF BEGINNING; THENCE CONTINUING N00°09'43"E 537.00 FEET ON THE EAST LINES OF SAID LOTS 8 AND 1; THENCE N19°40'50"W 94.27 FEET ON THE EAST LINE OF SAID LOT 1 TO THE NE CORNER THEREOF; THENCE N89°52'04"W 1211.05 FEET ON THE NORTH LINES OF SAID LOTS 1, 2, 3 AND 4 TO THE NW CORNER OF SAID LOT 4; THENCE S00°08'48"W 627.58 FEET ON THE WEST LINES OF SAID LOTS 4 AND 5 TO THE SW CORNER OF SAID LOT 5; THENCE S89°57'18"E 96.90 FEET ON THE SOUTH LINE OF SAID LOT 5; THENCE S00°02'42"W 33.00 FEET TO THE CENTER LINE OF VACATED CLOVERLY ROAD; THENCE S71°08'03"E 102.31 FEET TO THE SOUTH LINE OF VACATED CLOVERLY ROAD; THENCE S89°57'18"E 873.00 FEET ON THE SOUTH LINE OF VACATED CLOVERLY ROAD; THENCE N84°24'02"E 162.83 FEET; THENCE N00°09'43"E 17.00 FEET ON THE CENTER LINE OF VACATED CLOVERLY ROAD; THENCE S89°57'18"E 7.00 FEET ON THE CENTER LINE OF VACATED CLOVERLY ROAD; THENCE N00°09'43"E 33.00 FEET TO THE SOUTH LINE OF SAID LOT 8; THENCE S89°57'18"E 7.00 FEET ON THE SOUTH LINE OF SAID LOT 8 TO THE POINT OF BEGINNING. CONTAINING 19.502 ACRES MORE OR LESS

Parcel 2

PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 23, TOGETHER WITH PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 26, ALL IN T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23; THENCE N89°51'48"E (ASSUMED BEARING) 40.00 FEET ON THE SOUTH LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23 TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EAST LINE OF PLATTE AVENUE; THENCE N00°31'55"E 860.12 FEET ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23 TO THE SOUTH LINE OF FACTORY STREET; THENCE NORTHWESTERLY ON THE SOUTH LINE OF FACTORY STREET ON A 5544.75 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N49°58'07"W, CHORD DISTANCE 62.10 FEET, AN ARC DISTANCE OF 62.10 FEET; THENCE N39°26'21"E 115.75 FEET TO THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE SOUTHEASTERLY ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY ON A 6675.80 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S47°17'10"E, CHORD DISTANCE 637.62 FEET, AN ARC DISTANCE OF 637.86 FEET; THENCE S44°31'19"E 85.35 FEET ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE S44°29'49"E 808.55 FEET ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY TO THE WEST LINE OF HAMILTON STREET; THENCE

N89°52'04"W 833.22 FEET ON THE NORTH LINE OF STUDLEY ROAD; THENCE NORTHWESTERLY ON THE NORTH LINE OF STUDLEY ROAD AND THE EAST LINE OF PLATTE AVENUE ON A 117.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N44°51'46"W, CHORD DISTANCE 165.49 FEET, AN ARC DISTANCE OF 183.82 FEET TO A POINT 40.00 FEET EAST OF THE WEST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE N00°08'48"E 475.49 FEET ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26 AND ON THE EAST LINE OF PLATTE AVENUE TO THE POINT OF BEGINNING. CONTAINING 27.086 ACRES MORE OR LESS.

EXCEPTING THEREFROM THAT PORTION OF PARCEL 2 PREVIOUSLY ANNEXED TO THE CITY OF FREMONT, NEBRASKA AND LEGALLY DESCRIBED AS FOLLOWS:

THAT PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 23, T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23; THENCE S89°51'48"E (ASSUMED BEARING) 40.00 FEET ON THE SOUTH LINE OF SAID SE 1/4 TO THE EAST LINE OF PLATTE AVENUE; THENCE N00°31'55"E 295.40 FEET ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SE 1/4 AND ON THE EAST LINE OF PLATTE AVENUE TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH LINE OF FREMONT CITY LIMITS; THENCE CONTINUING N00°31'55"E 564.72 FEET ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SE 1/4 AND ON THE EAST LINE OF PLATTE AVENUE TO THE SOUTH LINE OF FACTORY STREET; THENCE NORTHWESTERLY ON THE SOUTH LINE OF FACTORY STREET ON A 5544.75 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N49°58'07"W, CHORD DISTANCE 62.10 FEET, AN ARC DISTANCE OF 62.10 FEET; THENCE N39°26'21"E 115.75 FEET TO THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE SOUTHEASTERLY ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY ON A 6675.80 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S47°17'10"E, CHORD DISTANCE 637.62 FEET, AN ARC DISTANCE OF 637.86 FEET; THENCE S44°31'19"E 85.35 FEET ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE S44°29'49"E 283.85 FEET ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY TO THE SOUTH LINE OF THE FREMONT CITY LIMITS; THENCE N89°51'48"W 758.51 FEET ON THE SOUTH LINE OF THE FREMONT CITY LIMITS TO THE POINT OF BEGINNING. CONTAINING 6.492 ACRES MORE OR LESS.

Parcel 3

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

FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SW 1/4 AND ON THE WEST LINE OF PLATTE AVENUE TO THE SOUTH LINE OF SAID SW 1/4; THENCE S89°45'02"E 7.00 FEET ON THE SOUTH LINE OF SAID SW 1/4 TO THE POINT OF BEGINNING. CONTAINING 3.321 ACRES MORE OR LESS.

Parcel 4

TAX LOTS 4 AND 81 LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 25, T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF VACATED CLOVERLY STREET ADJACENT THERETO ON THE SOUTH, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25; THENCE S89°23'45"E (ASSUMED BEARING) 33.00 FEET ON THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25; THENCE N00°09'43"E 33.00 FEET ON A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25 TO THE NORTH LINE CLOVERLY ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING N00°09'43"E 547.33 FEET ON A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25 TO THE WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN AND UNION PACIFIC RAILROADS; THENCE S44°16'46"E 949.87 FEET ON THE WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN AND UNION PACIFIC RAILROADS TO THE NORTH LINE OF CLOVERLY ROAD; THENCE NORTHWESTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 1388.22 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N80°57'48"W, CHORD DISTANCE 407.15 FEET, AN ARC DISTANCE OF 408.62 FEET; THENCE N89°23'45"W 205.81 FEET ON A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25 AND ON THE NORTH LINE OF CLOVERLY ROAD; THENCE N00°09'43"E 66.00 FEET ON THE NORTH LINE OF CLOVERLY ROAD; THENCE N89°23'45"W 57.00 FEET ON THE NORTH LINE OF CLOVERLY ROAD TO THE POINT OF BEGINNING. CONTAINING 4.322 ACRES MORE OR LESS.

Parcel 5

PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 25, T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 25, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE NW CORNER OF THE NW 1/4 OF SAID SECTION 25; THENCE S00°09'43"W (ASSUMED BEARING) 137.88 FEET, MORE OR LESS, ON THE WEST LINE OF SAID NW 1/4 TO THE CENTER LINE OF THE UNION PACIFIC RAILROAD; THENCE S44°16'46"E 706.80 FEET ON THE CENTER LINE OF SAID UNION PACIFIC RAILROAD; THENCE S45°43'14"W 196.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S45°43'14"W 29.38 FEET; THENCE S44°16'46"E 518.40 FEET; THENCE SOUTHEASTERLY ON A 771.11FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S41°05'56"E, CHORD DISTANCE 85.57 FEET, AN ARC DISTANCE OF 85.61 FEET; THENCE S37°55'06"E 183.90 FEET TO THE NORTH LINE OF CLOVERLY ROAD; THENCE SOUTHEASTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 1388.22 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S67°17'24"E, CHORD DISTANCE 52.40 FEET, AN ARC DISTANCE OF 52.40 FEET; THENCE N37°55'06"W 234.21 FEET; THENCE NORTHWESTERLY ON A 776.99 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N41°05'54"W, CHORD DISTANCE 86.23 FEET, AN ARC DISTANCE OF 86.28 FEET; THENCE N44°16'46"W 490.35 FEET TO THE POINT OF BEGINNING. CONTAINING 0.527 ACRES MORE OR LESS.

Parcel 6

PART OF NW 1/4 OF THE NW 1/4 OF SECTION 25, T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 25, TOGETHER WITH PART OF

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

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Todd Bernt, Fire Chief

DATE: March 10, 2020

SUBJECT: Fire Department Annual Report

Recommendation: Move to receive and file the report

Background: City code provides for an annual report to the city council from the fire department.

Fiscal Impact: None

Fremont Fire Department 2019 Annual Report



Structure Fire March 18, 2019

Courtesy Photo

FREMONT FIRE DEPARTMENT

2019 ANNUAL REPORT

Todd Bernt, Fire Chief
415 East 16th Street
Fremont, NE 68025



Photo courtesy Nebraska National Guard

Governor Pete Ricketts and First Lady Susanne Shore present an award to Fire Chief, Todd Bernt, for the Fremont Fire Department's efforts performed during the March Floods of 2019. The award was presented at the Governor's Flood Heroes Ceremony December 17, 2019.



FREMONT FIRE DEPARTMENT
ANNUAL REPORT

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Check us out on the City's web page at:

<http://www.fremontne.gov/fire>

Section 1



Structure Fire March 6, 2019

Department

Message from Chief Bernt



MISSION STATEMENT

The Mission of the Fremont Fire Department is to protect Life and Property by providing:

- * Fire and Safety Education
- * Fire Prevention
- * Prompt response to Fire, Medical and other related Emergencies

With professionally trained personnel in an efficient and cost effective manner.

Dear Honorable Mayor and City Council,

On behalf of the members of the Fremont Fire Department, I'm proud to present the 2019 Annual Report. This report is a testament to your fire department member's professionalism and dedication to our community. In 2019, we responded to a total of 3,010 emergencies; 2,778 medical and 232 fire. The fire department saw an 11.6% increase in emergency calls from 2018.

The Floods of 2019 tested the fire department as with all first responders across the state. On March 14, while attempting to rescue individuals from a home along the Elkhorn River, in some of the worst conditions, two airboats capsized putting seven responders in deep, swift moving water. Three of these responders are Fremont Firefighters. The only rescue available was from the Nebraska National Guard Blackhawk helicopter. We were lucky for no loss of life.

Our 2,778 Emergency Medical Services (EMS) responses account for approximately 92% of all our fire and EMS responses. We had a total of 3,008 patient contacts with the average patient age being 58.66 years old. This is a 13% increase in patient contacts.

Of the 232 fire emergencies, 32 were extinguishable fires and 10 were fires out on our arrival but investigated. Equipment failure, cooking materials, and electrical were the leading causes of fires. Eleven fires had causes that were unknown/undetermined. The fire losses for 2019 totaled \$952,500.

Documented training hours for the department totaled 4,343 hours. Topics included EMS training, fire ground tactics, rope rescue, grain bin rescue, and pre-planning to name a few. The Department worked with the Nebraska State Fire Marshal Training Division to get personnel certified in the Firefighter II certification category. Metropolitan Community College (MCC) continued to provide continuing education in EMS and technical rescue for all personnel.

The accomplishments of the Fremont Fire Department are only possible through the ongoing dedication of each firefighter's commitment to our community. None of which would be possible without the support of the Mayor, City Council, City Administrator, and the citizens of Fremont.

Sincerely,

Todd Bernt
Fire Chief

COMMAND STAFF



Fire Chief Todd Bernt
Paramedic
27 years of service

A-SHIFT



Captain Jamie Meyer
Paramedic
26 years of service



Lieutenant Brian Monaghan
Paramedic
9 years of service



Levi Alley
Firefighter/Paramedic
9 years of service



Terry Luthy
Firefighter/Paramedic
7 years of service



Jesse Vincent
Firefighter/Paramedic
6 years of service



Alex Iniguez
Firefighter/Paramedic
2 years of service



Jason Meyer
Firefighter/EMT
2 years of service



Tanner Bies
Firefighter/EMT
1 year of service



James Bazer
Firefighter/EMT
<1 year of service

Pictures courtesy of Rader Photography

B-SHIFT



Captain Pat Tawney
Paramedic
27 years of service



Lieutenant Zach Klein
Paramedic
13 years of service



Alan Atkinson
Firefighter/Intermediate
28 years of service



Dave Wordekemper
Firefighter/Paramedic
24 years of service



Nick Morris
Firefighter/Paramedic
15 years of service



Wyatt Swartz
Firefighter/EMT
15 years of service



Rich Osterloh
Firefighter/EMT
13 years of service



Blake Wagner
Firefighter/Paramedic
3 years of service



Jason Shreck
Firefighter/Paramedic
1 year of service

Pictures courtesy of Rader Photography

C-SHIFT



Captain Tom Christensen
Paramedic
24 years of service



Lieutenant Todd Coffey
Paramedic
27 years of service



Mike Schuler
Firefighter/EMT
13 years of service



Tyler Thomas
Firefighter/Paramedic
13 years of service



Darek Schuller
Firefighter/EMT
7 years of service



Rick Schutt
Firefighter/Paramedic
7 years of service



Peter Kafonek
Firefighter/Paramedic
3 years of service



Christian McKenzie
Firefighter/EMT
1 year of service



Zach Toole
Firefighter/EMT
<1 year of service

Pictures courtesy of Rader Photography



FREMONT'S FIRE DEPARTMENT HISTORY

Established in the late 1860's, the Fremont Fire Department was the third fire department in the state of Nebraska. Several fire companies made up the early Fire Department:



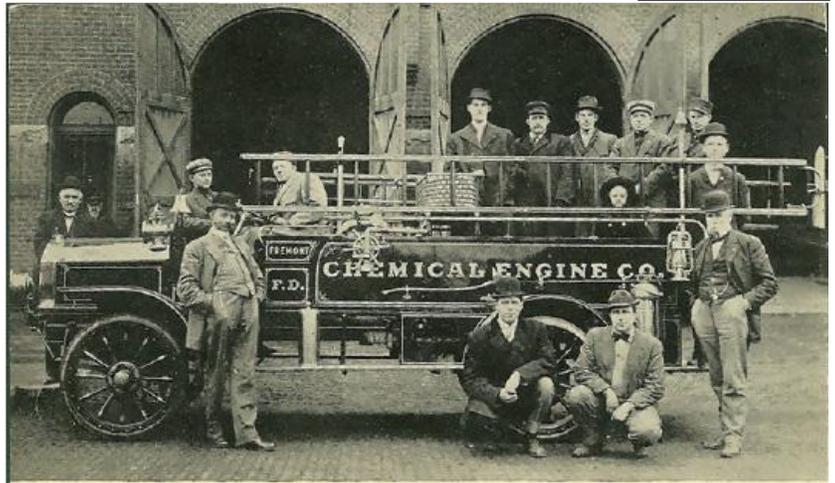
Frontier Fire Company, November 1868
 Fremont Engine Company, February 1872
 Red Jacket Engine Company, December 1874
 J.C. Cleland Hose Company, 1883
 Mechanic Hose Company, May 1886
 G.W.E. Dorsey Hose Company, May 1886
 W.G. Mercer Hose Company, February 1890

These were all volunteer companies, which, in 1890, boasted a membership of 182. A Board of Directors for the Volunteer Fire Department was formed in 1891. The Board was made up of 16 members (two from each of the seven companies, plus a President and Vice President). This Board was the governing body of all the volunteer firefighters.



In 1888 the Fremont City Hall was built at the corner of 4th Street and Park Avenue. This building also contained the fire station. A bell tower was erected in this building to call citizens with teams of horses to pull the fire wagons and hose carts. When the bell sounded, the first person to get to the station and hook their team of horses to a piece of fire equipment got paid for their services. In 1900 the city was split into six wards, with one hose reel cart placed in each ward.

The City of Fremont purchased a Wilcox Hose and Chemical Truck in 1911. This was the first motor driven fire truck in the state of Nebraska. A man was hired for \$65.00 a month to run and take care of the truck. He became the first paid employee of the Fremont Fire Department. Additional motorized trucks were purchased in 1915, 1919, and 1922. The position of a paid Fire Chief was created in January 1929, and was held by Harry D. Struve until September 1932. Since 1929 Fremont has had eleven career Fire Chiefs, one (Carl Hansen) died in the line of duty in 1969.



Today's Fremont Fire Department consists of 27 career firefighters, who work three shifts of nine firefighters each. Shifts are 24 hours long, with 48 hours off.

In July 1937, the seven volunteer fire companies were reduced to four. The volunteer fire department remained divided into companies until about 1990 when "companies" were dropped and all members began meeting together under the heading of Fremont Volunteer Fire Department.

The current fire station, at 415 East 16th Street, was built in 1968 for \$240,000.00. It houses three

pumpers (two front line trucks and one reserve truck), one aerial, one water rescue/command center unit, EMS quick response pickup, and three ambulances/rescue squads. We also have two paramedic bicycles and a boat that we keep at this location.

Our department's fire protection area covers approximately eight square miles. Through our Mutual Aid agreements, our rescue squad and fire response does not stop at the city limits. It extends into the rural communities and surrounding areas, and our Advanced Life Support Service allows us to intercept critical patients when requested with area fire departments. It's interesting to note that it was in the late 1960's and early 1970's, members of the department became the first Emergency Medical



Technicians (EMT's). The last thirty years have seen tremendous change in our rescue squad service. Defibrillators were introduced to the department in December 1989 and were a controversial

acquisition at the time. The next year, members of this department saved their first life as a result of using a defibrillator. In 1993 the City approved the department's request to become an Advanced Life Support (ALS) service. In 1995, we obtained our paramedic license.



Presently, additional services the Fremont Fire Department provides is water rescue, ice rescue, trench rescue, high/low angle, confined space rescue, and hazardous materials response at the operations level. We're always looking at building on the foundation that was built by the early founders of the Fremont Fire Department.

We're proud of our history. It's reflected in a sense of tradition and "family" our firefighters have towards their job and one another. The most outstanding part of the fire service is the

heart of each firefighter. The best equipment means nothing without the commitment and dedication of our firefighters. We are determined to provide our community with the best possible service, now and in the future.



This photograph of Fremont's City Hall was published in the Fremont Tribune for the City's 150th "Birthday". The three large open doors indicate the area of the building that housed the fire department. The building was located at 4th and Park Avenue.

Section 2



Structure Fire September 10, 2019



Structure Fire December 12, 2019

Fire Response

Fire Reponses

The department responded to 232 fire related calls. August was the most active month with 27 fire calls. Total fire losses for the year totaled \$952,500.

There were no firefighter or civilian fire related fatalities in 2019. There were seven civilian injuries and one firefighter injury related to fire emergencies in 2019.

The in-town, EMS and fire emergencies, average response time is 4 minutes 22 seconds. The out of town, EMS and fire emergencies, average response time is 8 minutes 51 seconds. Response time is measured from the time the call is received at the fire station, to the time department personnel arrived on the scene.

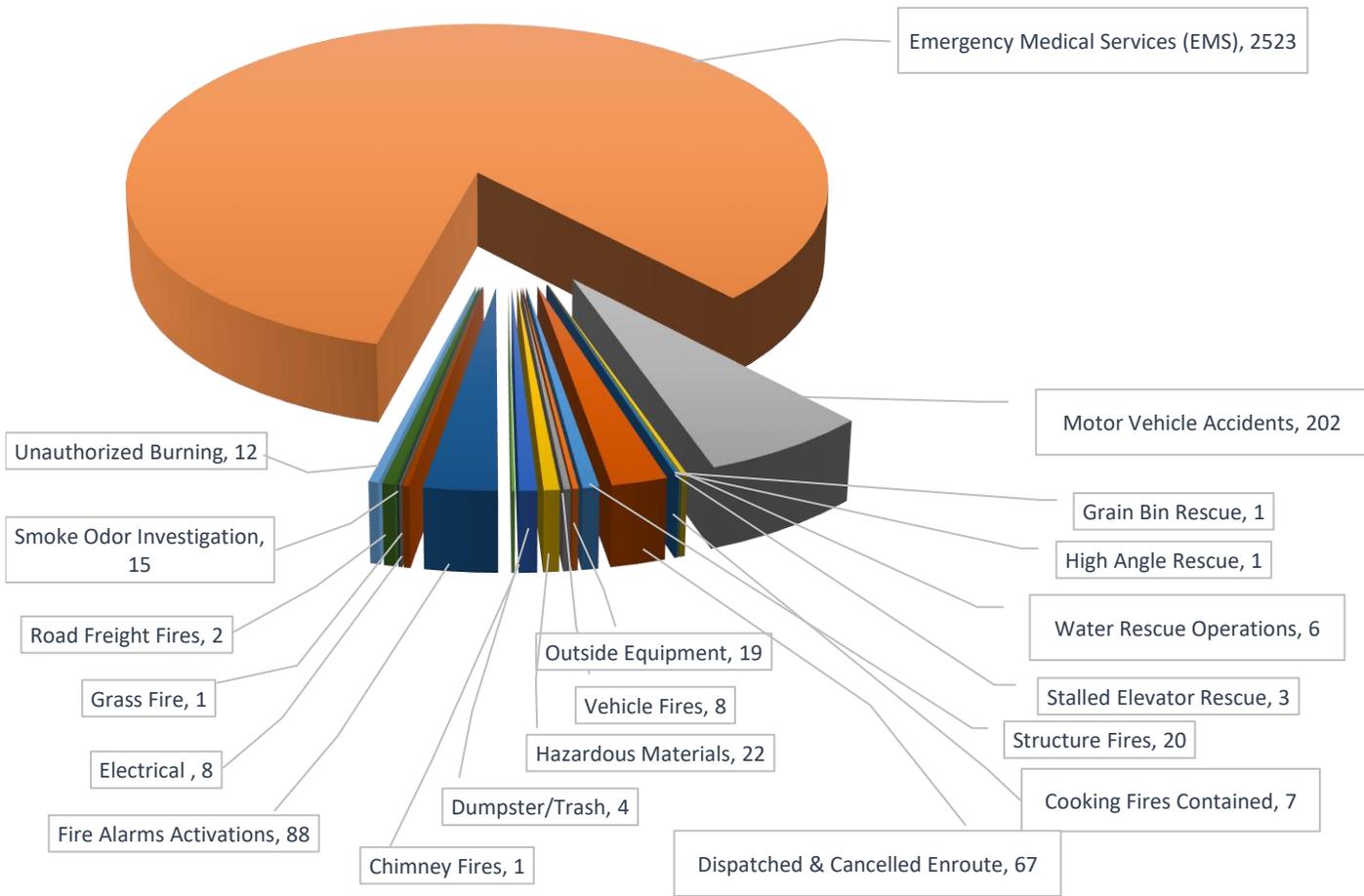
Total fire billing amount for calls collected in 2019 was \$17,496.40. The current fire billing rates are: Engine \$500.00 per hour, Aerial/Ladder Truck \$750.00 per hour, Utility Truck \$200.00 per hour, Command Vehicle \$100.00 per hour, Heavy Rescue \$250.00 per hour, and Mileage \$8.00 per mile per vehicle. Equipment Cost: Jaws of Life \$250.00, Power Saw \$75.00, Vehicle Stabilization Struts \$75.00, Hydraulic Jacks/Chisels \$75.00, Air Bags \$50.00, Cribbing Blocks \$10.00, Hand Tools/Shovels \$10.00, Ventilation Fan \$50.00 and Damaged Equipment fair market value.



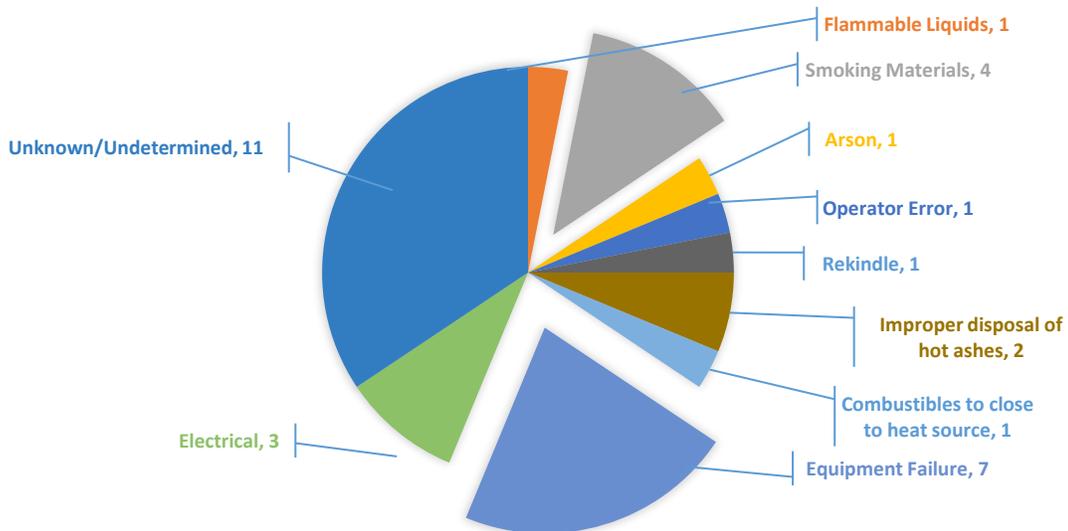
Structure Fire March 12, 2019



2019 Types of Alarms

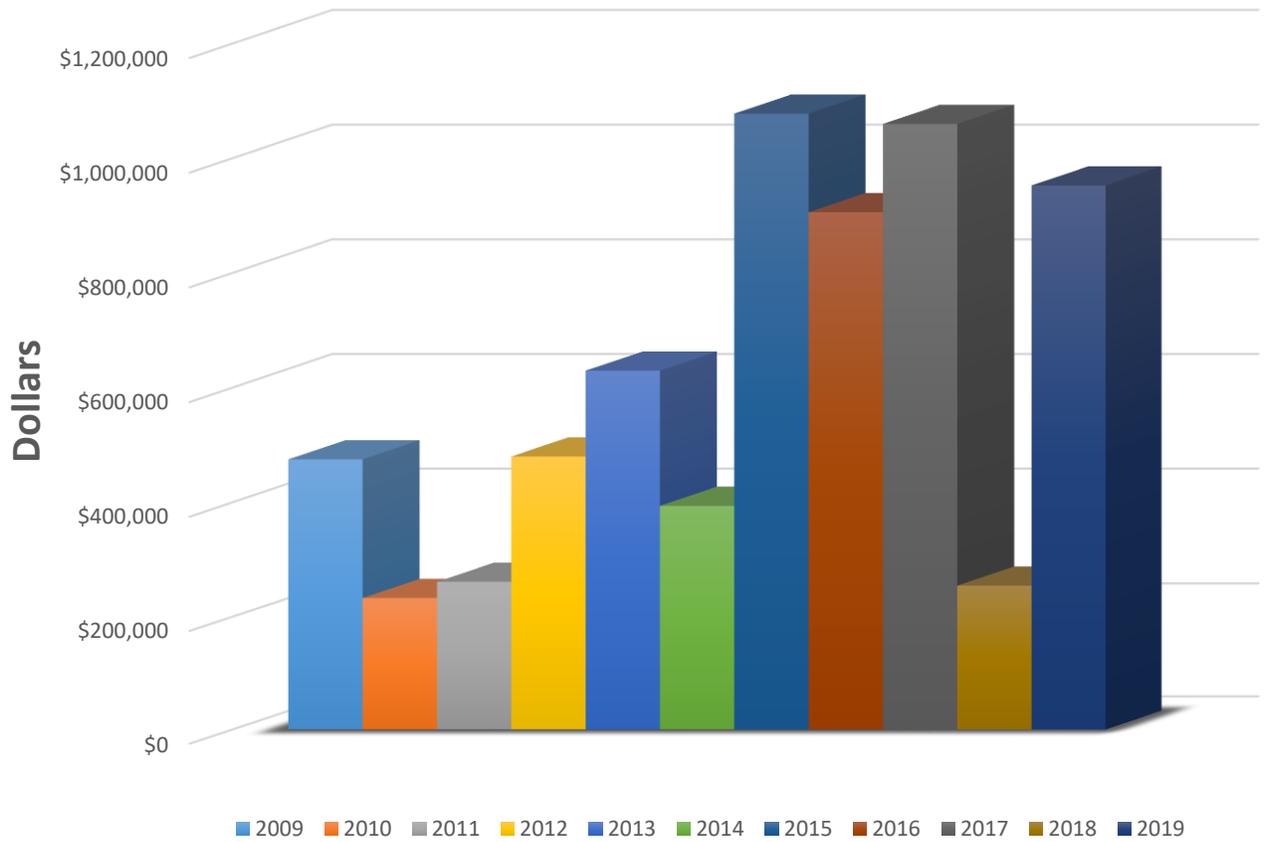


CAUSES OF FIRES

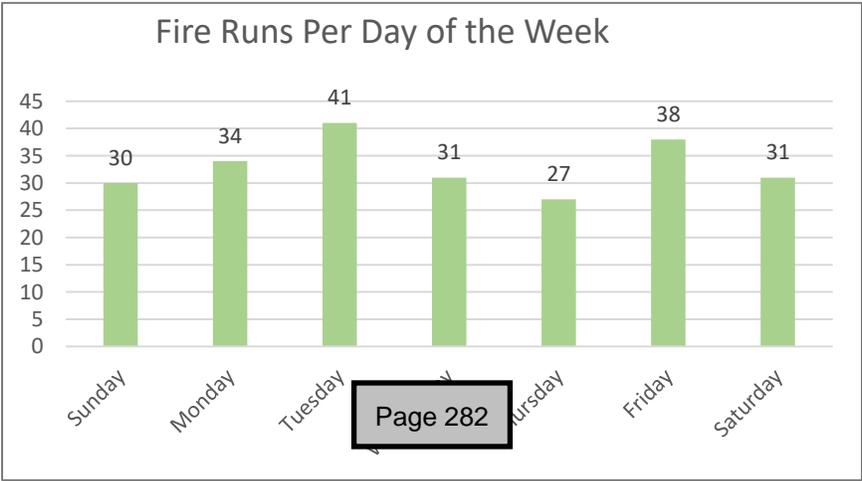
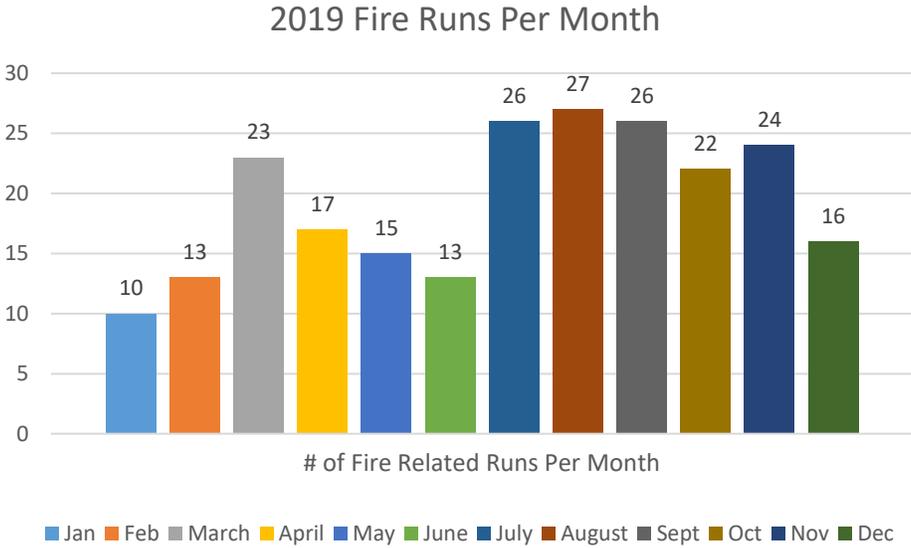
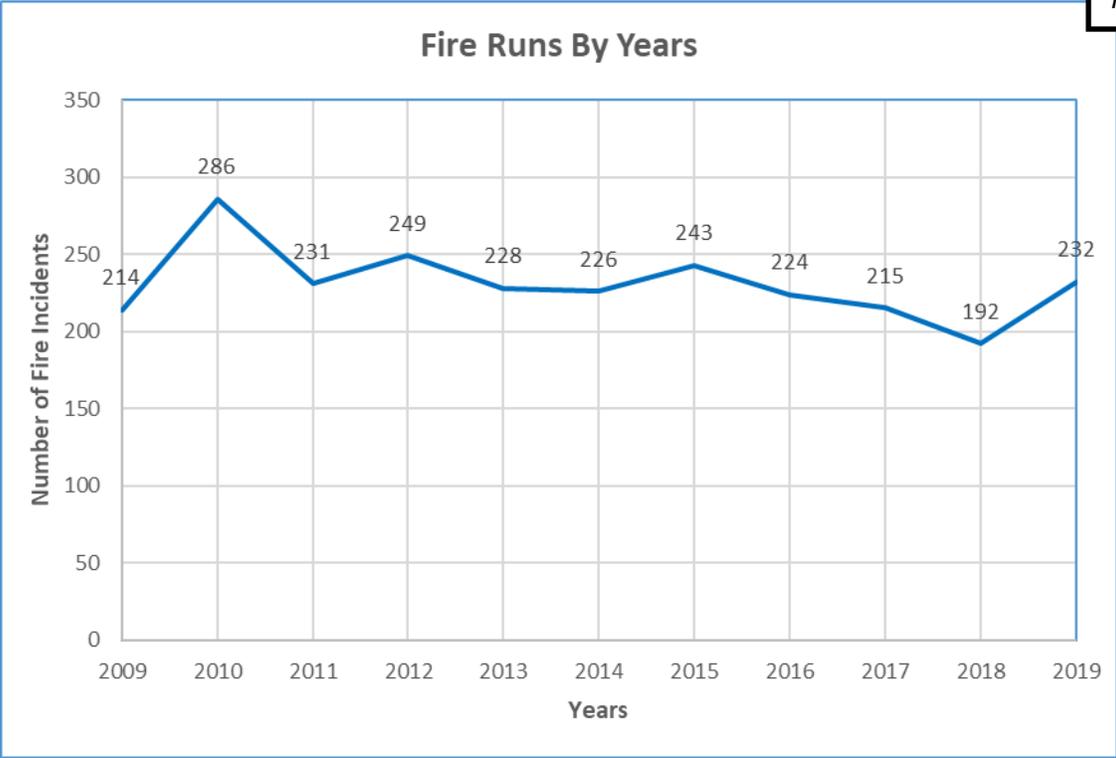


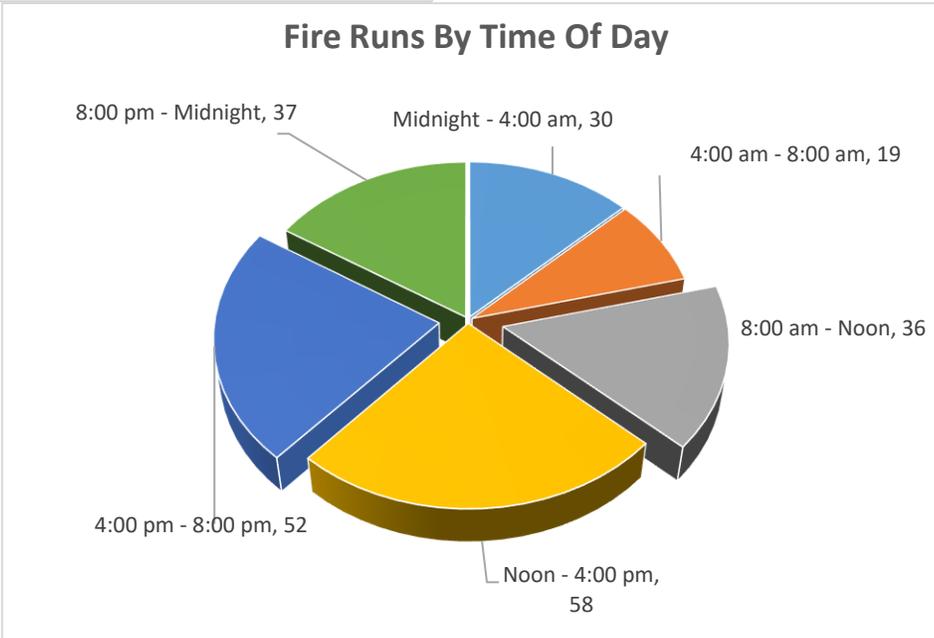
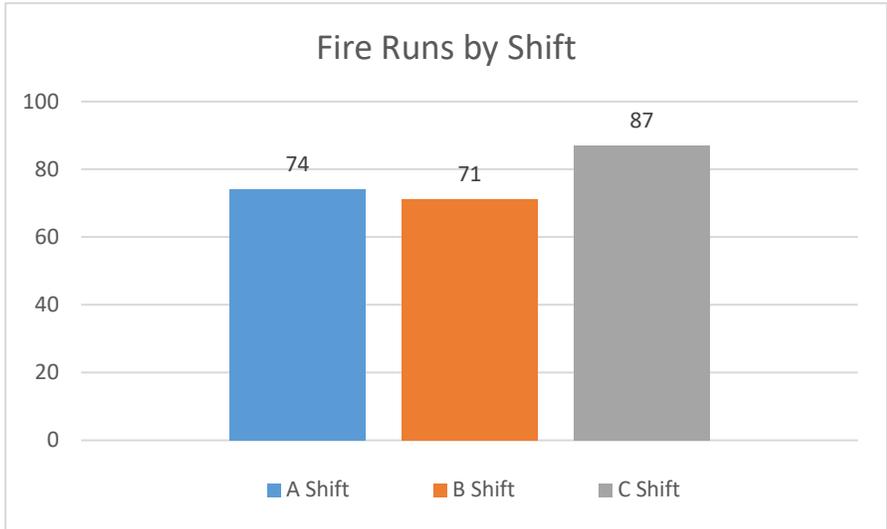
(32 fires requiring extinguishment)

Fire Losses By Year



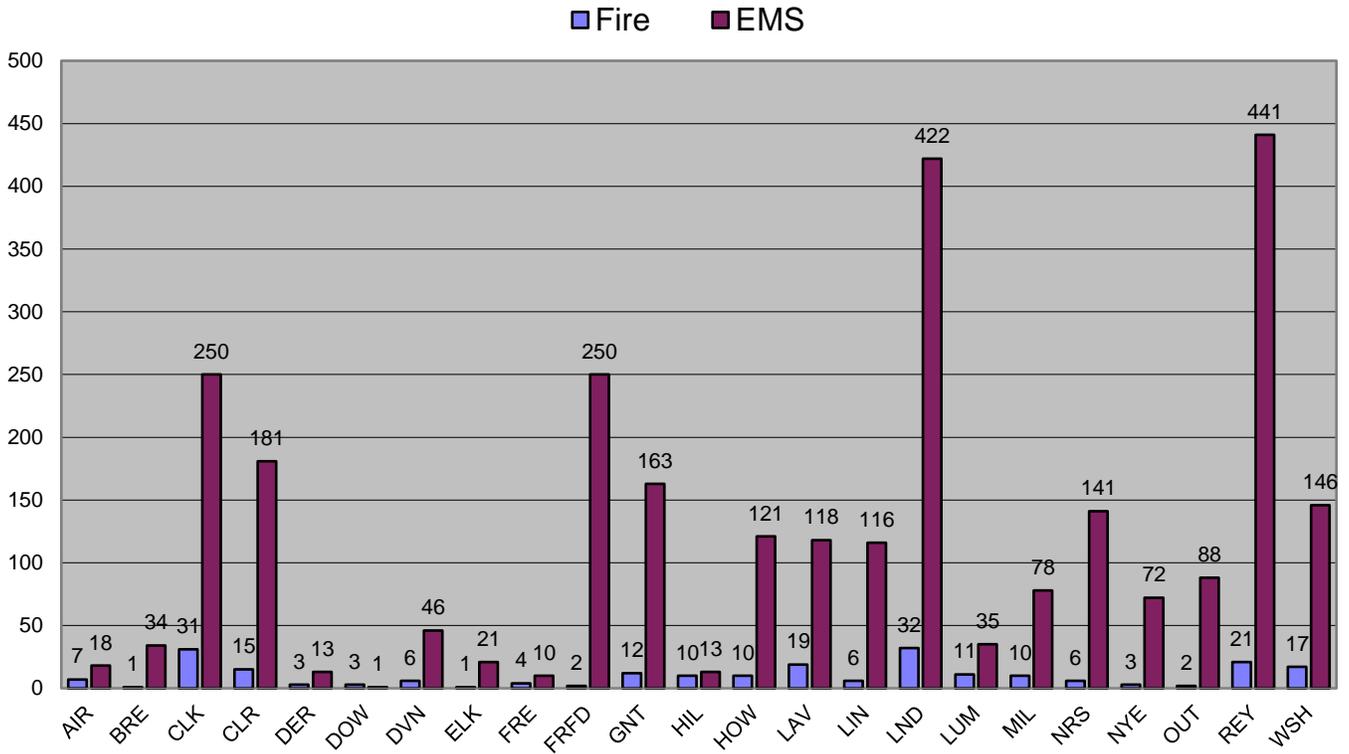
Structure Fire August 22, 2019



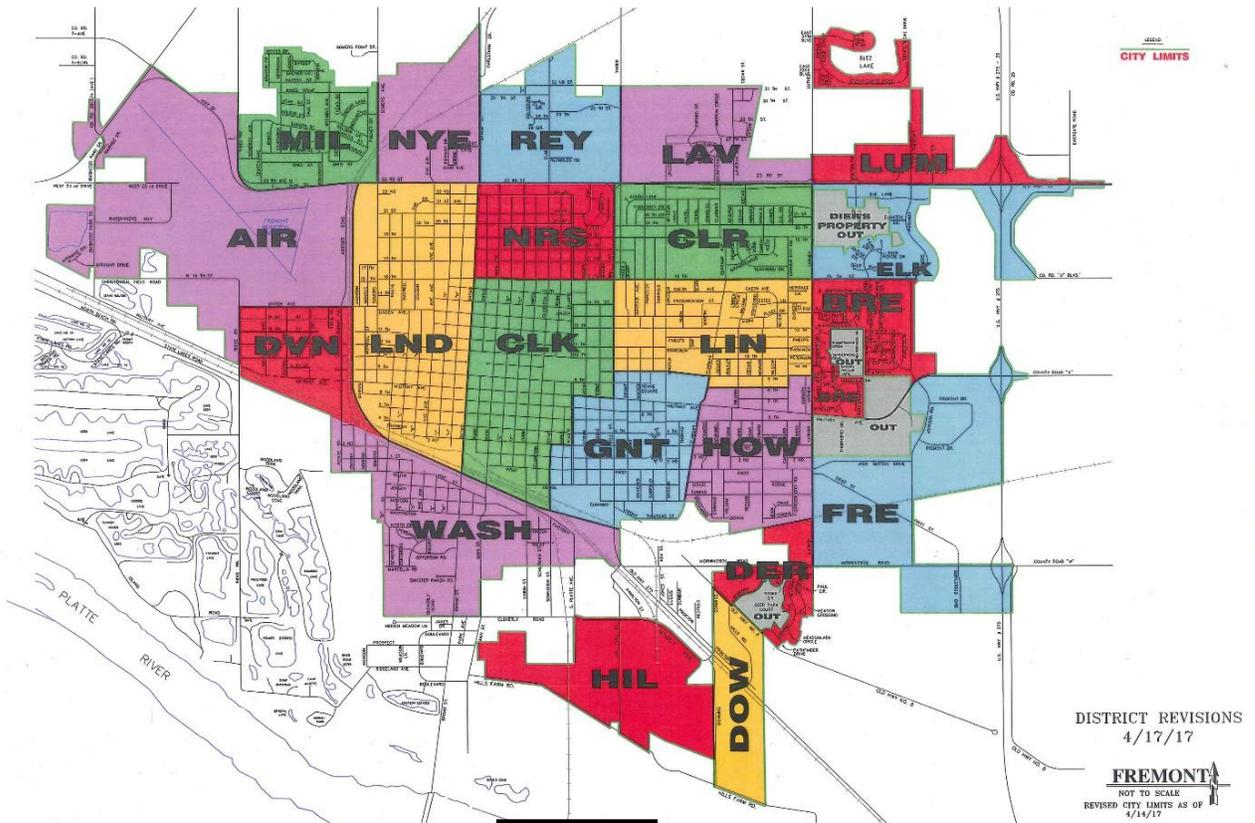


Structure Fire August 6, 2019

2019 Fire/EMS Emergencies By Section of City



FRFD-Fremont Rural Fire Department District
 OUT-out of city limits and out of Fremont Rural Fire Department District



Section 3



'Magnificent Seven'

Courtesy Photo

Left to Right: Fremont Firefighter Rich Osterloh, Matthew Baker, Fremont Firefighter Richard Schutt, Wayne Kreifels, Fremont Firefighter Nick Morris, Logan Kahler, and Chris Lichtenberg

Emergency Medical Services (EMS)

EMS SERVICE

The Fremont Fire Department's rescue squads responded to 2,778 medical emergencies which included 202 motor vehicle accidents (MVA) and 35 Advance Life Support (ALS) intercepts with area fire departments. The fire department had 3,008 patient contacts. Of the 3,008 patients, 756 were Advanced Life Support (ALS), 1,334 Basic Life Support (BLS) and 918 refused care/transport. The department responded to 42 incidents where the responding units were cancelled enroute. The average patient age was 58.66 years old. December was the busiest month with 277 EMS calls.

Advanced Life Support (ALS) has been a service provided to the city by the fire department since 1995. It enables department paramedics to administer certain medications, as well as IV's and advanced airway techniques. Of the 3,008 patient's contacts, approximately 25% received Advanced Life Support (ALS) service.

In 2019, the fire department was challenged in the area of technical rescue. During the March Flooding, the fire department had six operational periods with over 150 individuals rescued from their homes in and around Fremont. In April, they responded to a High Angle Rescue that had one fatality and one rescued. In September, they responded to a grain bin rescue for a recovery.

There was one firefighter who was injured on an EMS related emergency in 2019.

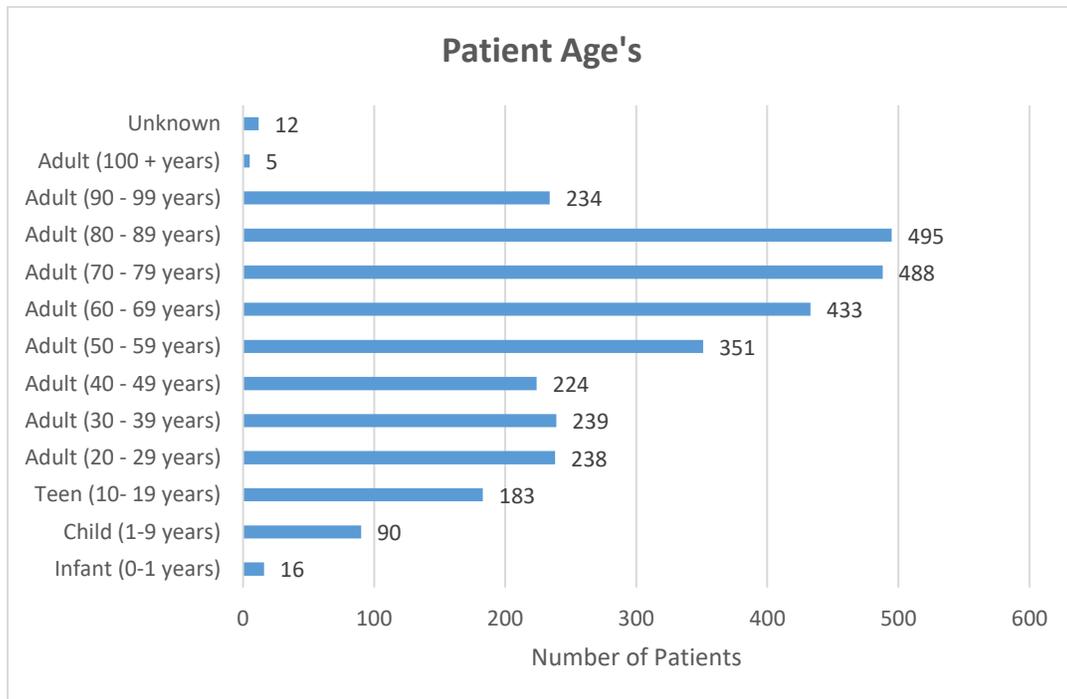
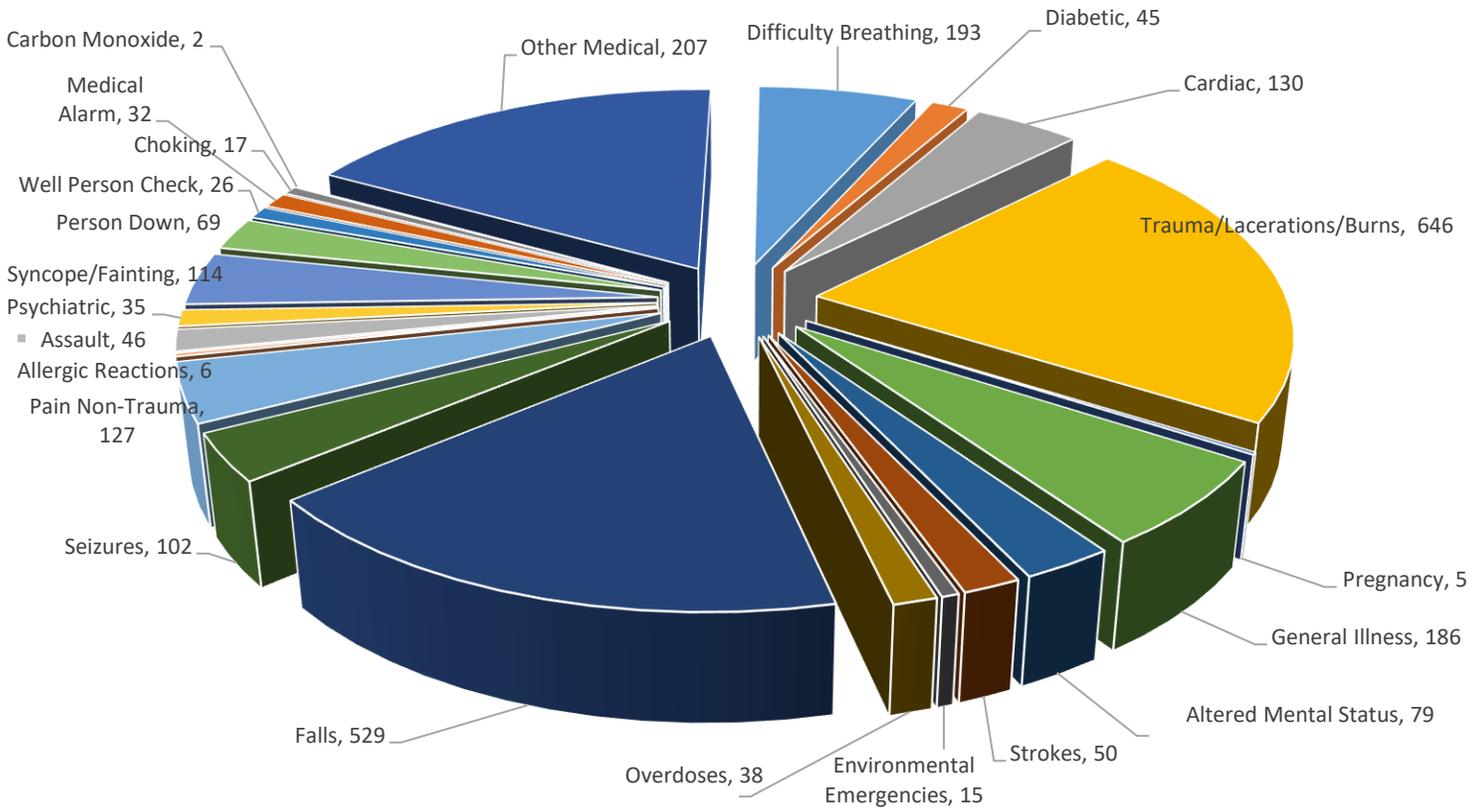


Grain Bin Rescue September 23, 2019

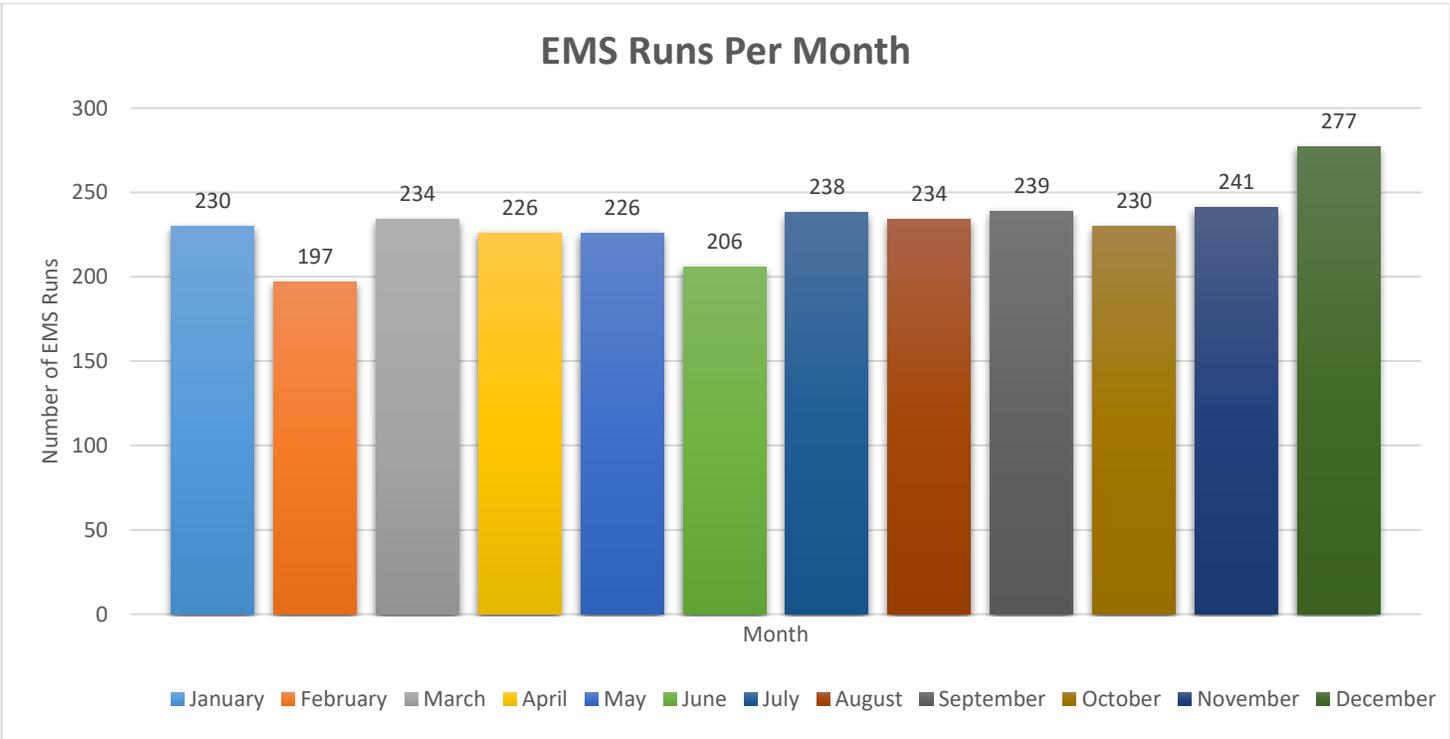
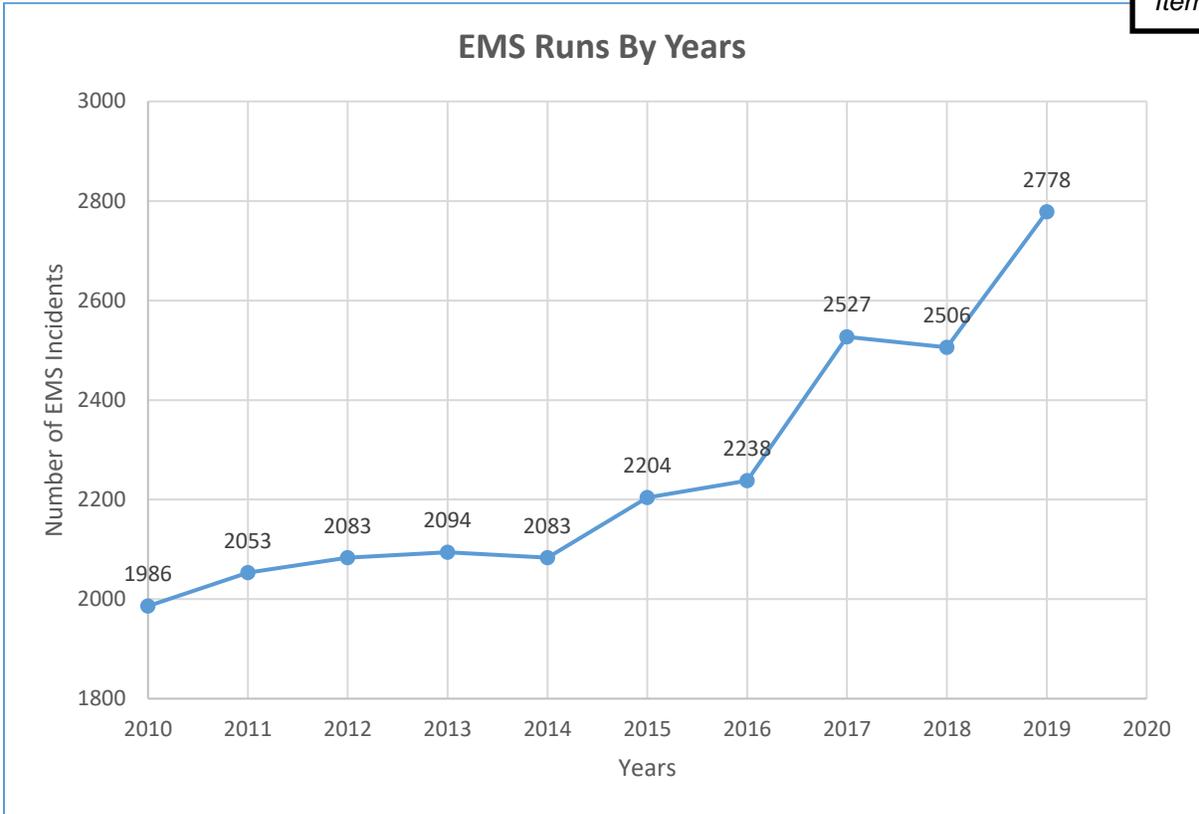


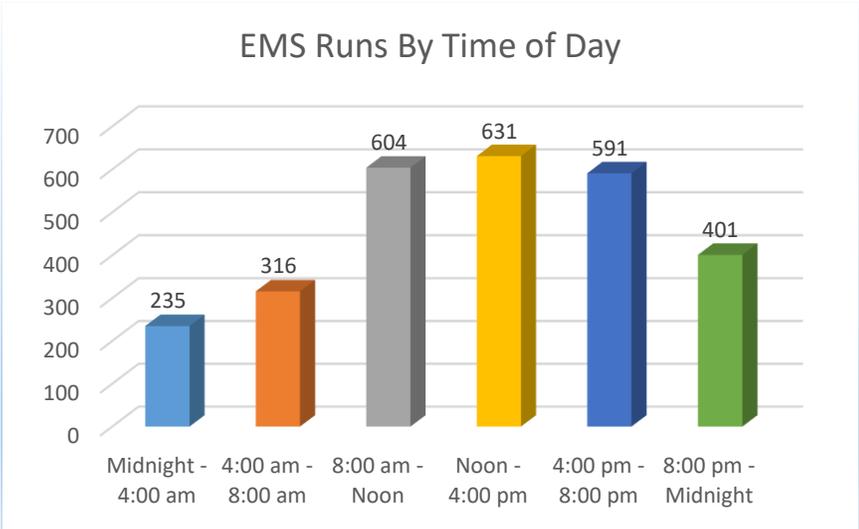
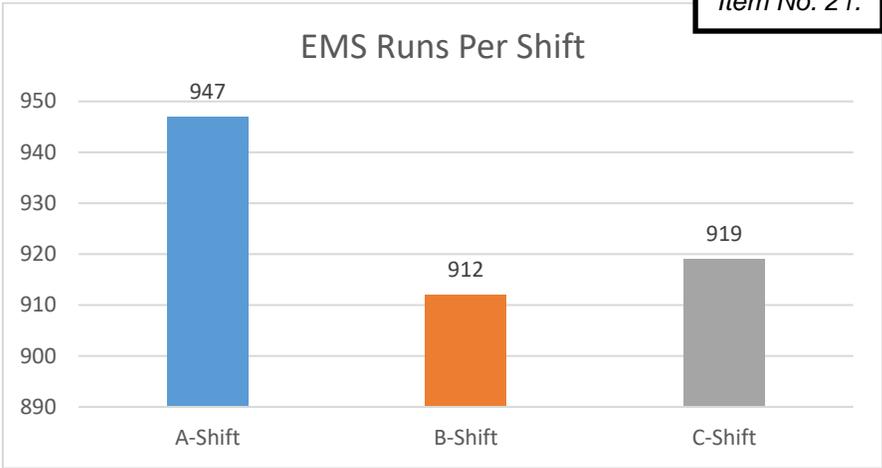
The EMS service provided by the fire department generates revenue through user fees, which are determined by the level of service provided. The Department's current rates are: BLS (Basic Life Support) \$671.00; ALS1 (Advanced Life Support - Level 1) \$805.00; and ALS2 (Advanced Life Support - Level 2) \$1,008.00. A \$15.26 per mile one way fee is added to all transport runs. When transporting is not necessary, but ALS assistance is given to a patient at the scene there is a \$242.00 fee. When personnel is requested to "intercept" with an ambulance from another community, a contract has been put in place to receive \$175.00 of what is collected by the transporting squad (the transporting agency bills the patient). The ambulance standby charges are \$40 per hour per personnel and \$20 per hour for equipment. For the year (January - December 2019) a total of \$611,980.97 in squad user fees were collected by the City.

Medical Emergencies Types



Average Patient Age: 58.66 years old





Section 4



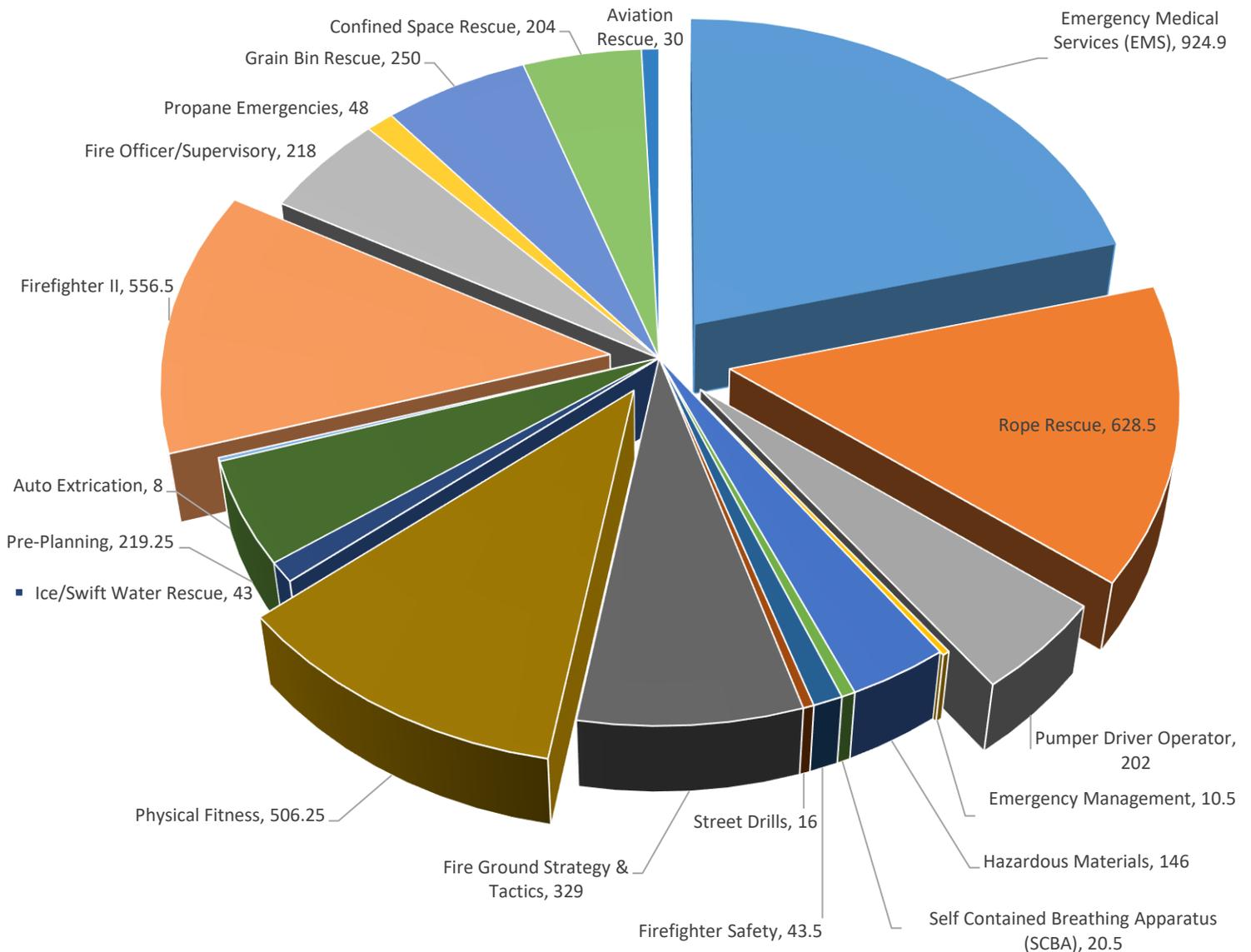
Propane Emergency Training July 2019

Department Training

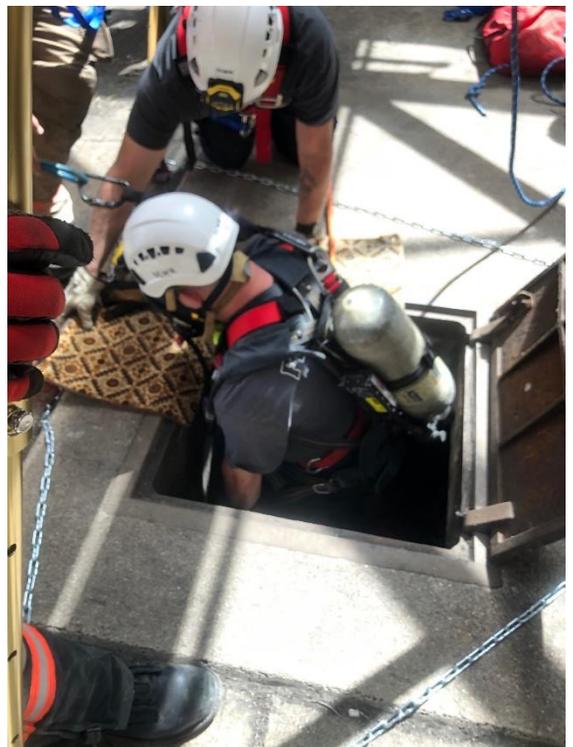
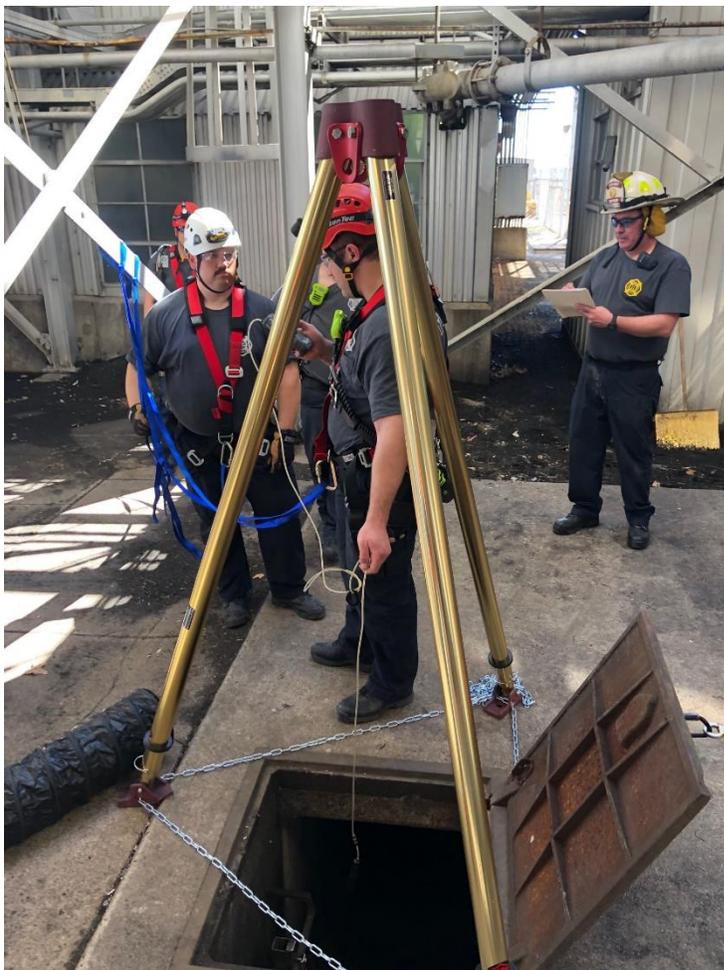
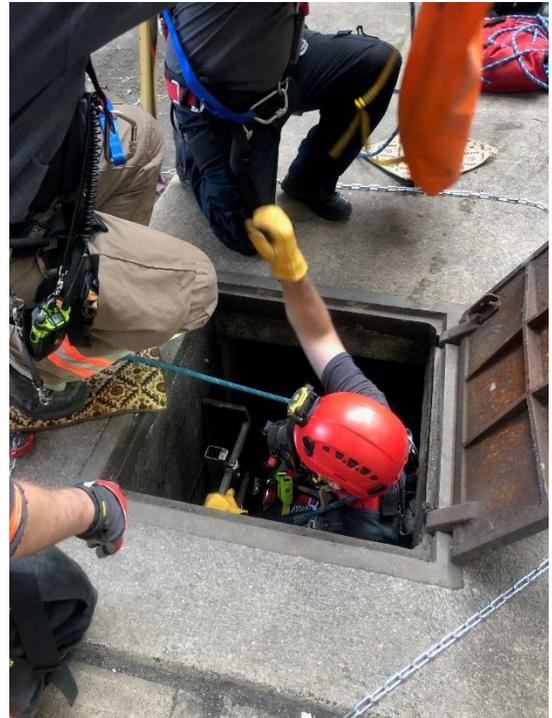
Department Training

In 2019, department personnel received roughly 4,403.9 hours of training. The training involved various areas dealing with pumper/aerial driver operations, firefighter safety, street drills, auto extrication, building construction, confined space, high angle/low angle rope rescue, emergency medical services (EMS), hazardous materials response, fire ground strategy & tactics, and ice/swift water rescue. In the course of the regularly scheduled training, the department occasionally has the opportunity to train in acquired structures. The training the department receives in these buildings is invaluable and the department thanks the citizens for thinking of them when the structures become available. The department conducts yearly training to maintain their EMT licenses with the State of Nebraska and the National Registry of Emergency Medical Technicians including Advanced Cardiac Life Support (ACLS) and Pediatric Advance Life Support (PALS).

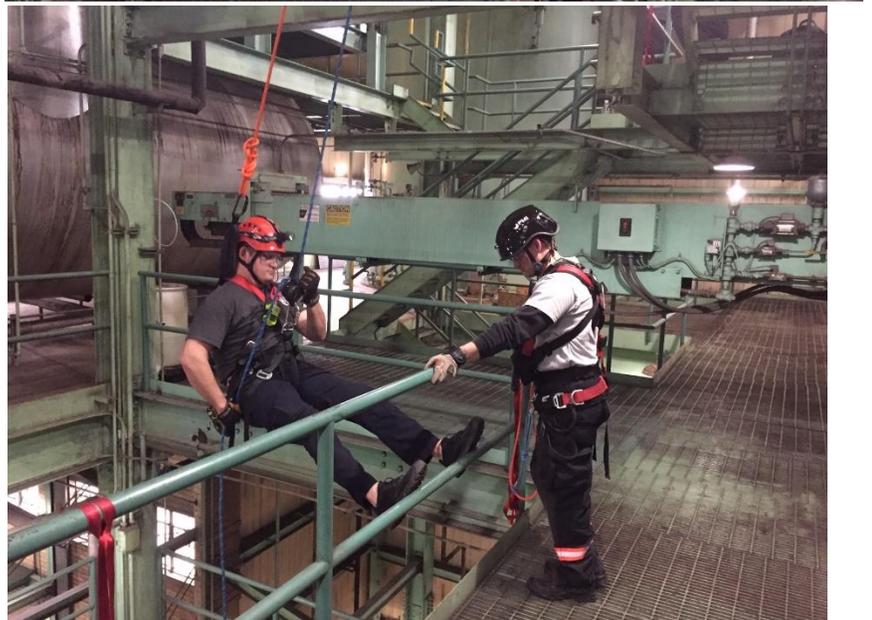
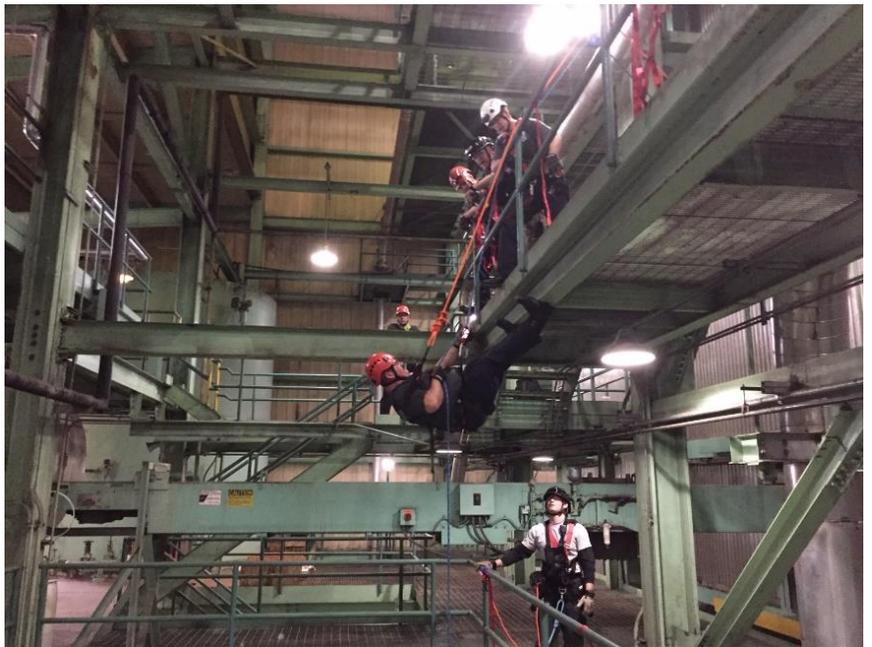
Fire Department Training Hours 4,403.90 Total Hours



Confined Space Rescue Training March 2019



High Angle Rope Rescue Training April 2019

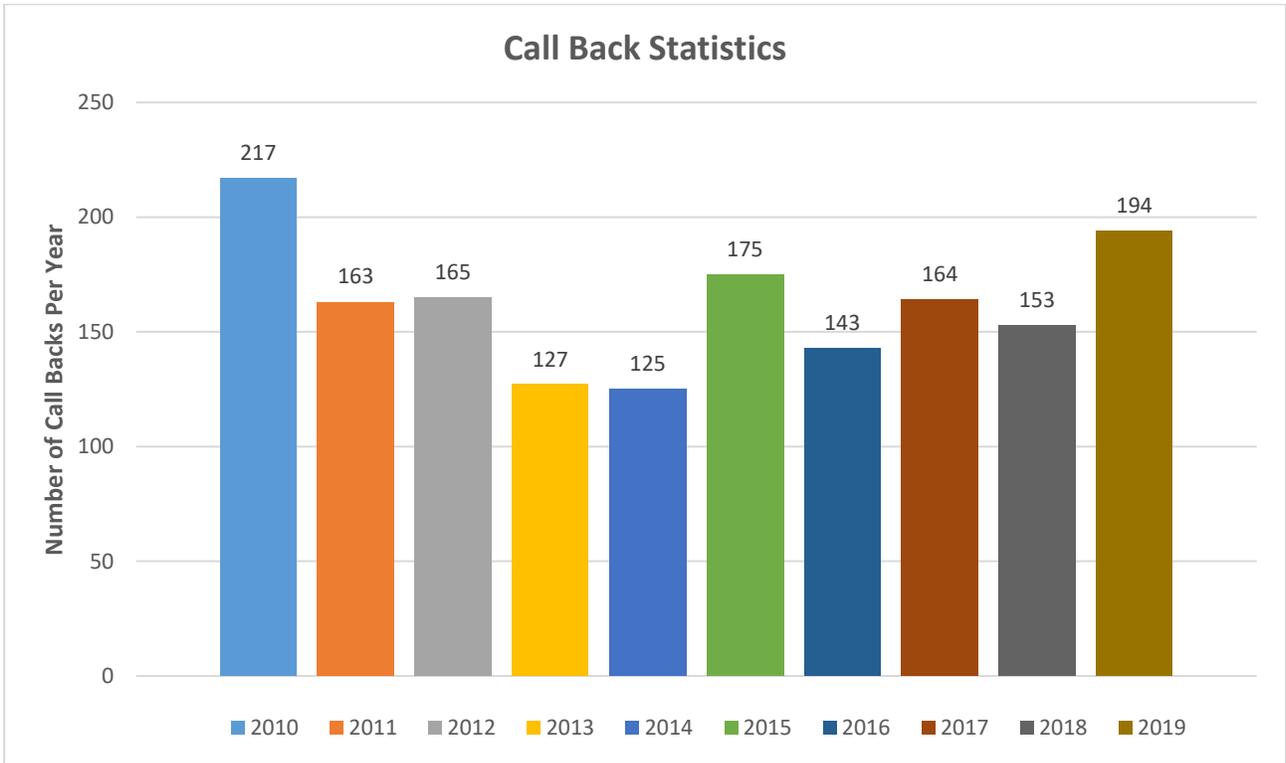


Propane Emergency Training July 2019



Grain Bin Rescue Training September 2019





Calls backs are used when additional staffing is needed to staff the fire station due to multiple emergencies happening at the same time or to provide staffing at an EMS and/or fire emergency when needed. In 2019, there were 194 call backs, and there were 18 times when both off-duty shifts were called back.



Aerial Training Downtown, May 2019

Section 5

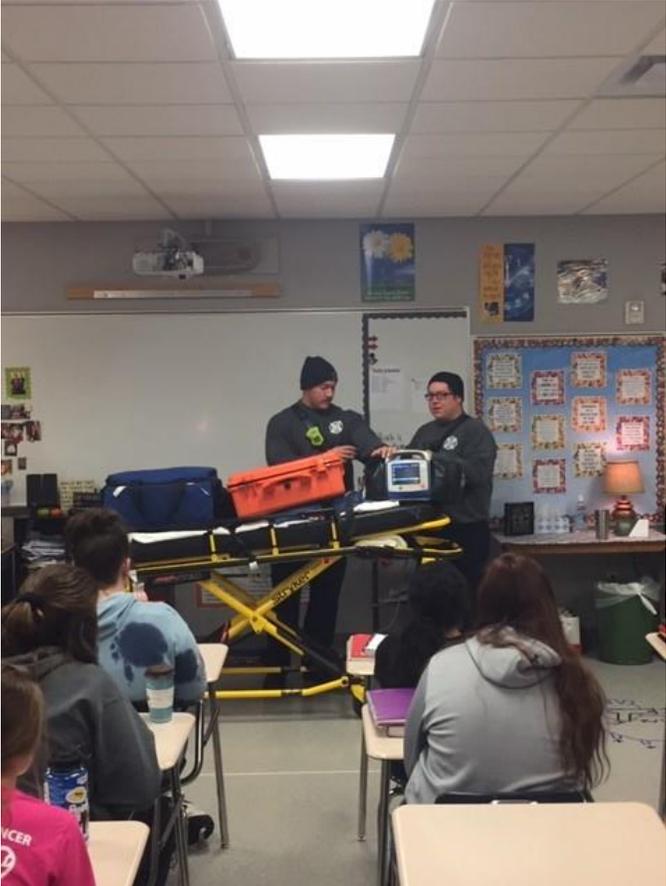


Firefighter/EMT Wyatt Swartz showing firefighting equipment and talking about fire safety with Milliken Park 1st Graders
April 2019

Public Relations Activities

Members of the Fremont Fire Department actively work to inform and educate the community by participating in community events, as well as initiating its own programs. A few of the activities include an annual open house, presentations to service organizations, fire drills and puppet shows at the elementary schools, Junior Fire Marshal program, 'Change Your Clock Change Your Battery' campaign, and fire extinguisher classes for area businesses.

Firefighter/Paramedic, Alex Iniguez, and Firefighter/EMT, Tanner Bies, show EMS equipment to the Fremont High School Health Science Class. February 2019



Fire Extinguisher Class with Lincoln Premium Poultry Staff, December 2019. Firefighter/Paramedic, Blake Wagner, with a Premium Poultry Employee.

Fire Department Open House, October 6, 2019.



Figure 1 Used by permission





Figure 3 used by permission

Figure 2 used by permission

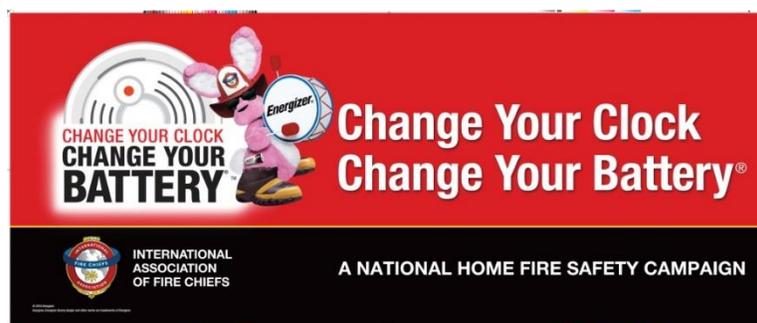
The Junior Fire Marshal Program is for all Fremont kindergarten through fourth grade students. The students are given a 'Home Safety Checklist' to take home. With the help of parents/guardians, together they go through their home looking for fire hazards and correcting the problem for a fire safe home. Both the student and parent/guardian sign, return the checklist back to school, and then the checklists are picked up by the fire department. The school with the highest percentage of 'Home Safety Checklist' returned, are awarded the traveling 'Junior Fire Marshal Program' trophy for the year. The 2019 school with the highest returns was Clarmar School with 83%, other schools returns are Grant 36%, Trinity 38%, Milliken Park 14%, Howard 26%, Bergan Elementary 28%, Linden 24%, Bell Field 13%, and Washington 4%.

The fire department works with State Fire Marshal Office members, accompanying them on inspections of various local businesses. In 2019, department personnel logged roughly 219 hours working on pre-plans of local businesses. This allows personnel to be better prepared in the event of an emergency at that location.

The department offers a presentation called "What to Expect When the Squad Arrives". This program is available to anyone, but is designed specifically toward senior citizens. Its goal is to try to minimize the anxieties a medical emergency can create by answering questions and showing procedures in a more relaxed environment. Personnel also offers tips on what to do, or what not to do, while waiting for the squad to arrive - whether you are alone or with someone.

Fremont Firefighters conduct fire extinguisher education classes for employees of local businesses and welcomes the opportunity to speak to groups of any age or background at any time.

Every spring and fall, the fire department takes part in the National 'CHANGE YOUR CLOCK CHANGE YOUR BATTERY' campaign. Through the campaign, department personnel are able to get 9 Volt batteries free of charge through Energizer. Through advertising, the department checks and changes smoke detector batteries for senior citizens and disabled individuals.



Fremont Professional Firefighters Association Local 1015 participated in Operation Warm which is a firefighters coats for kids program. The mission of the program is to invest in the community by providing financial relief for struggling families, protecting at-risk children by promoting health, confidence, and future success while strengthening the American workforce and break the cycle of poverty. Local 1015 partnered with sponsors to purchase 25 brand-new USA made coats for a number of students attending Linden Elementary School. The children were all sized ahead of the coat distribution assuring a proper fit for the winter.

More than 15 members of the Fremont Professional Firefighters Association Local 1015 v their time to raise over \$7,000 for muscular dystrophy during the annual 'Fill the Boot' campaign over the Labor Day weekend at the corner of 23rd and Bell Streets. Muscular dystrophy, ALS and related diseases severely limit the strength and mobility of children and adults.

Among all Nebraska IAFF locals, Fremont IAFF members had the highest average per member with \$291 per member.

The Muscular Dystrophy Associations (MDA) spirited 'Fill the Boot' campaign is an honoured tradition in which thousands of dedicated fire fighters in hometowns across America hit the streets or storefronts asking pedestrians, motorists, customers and other passers-by to make a donation to MDA.

The International Association of FireFighters (IAFF) partnered with the MDA in 1954 and has raised more than 558 million dollars to help kids and adults with muscle-debilitating diseases live the life they've always imagined and experience the world without any limits.

The International Association of FireFighters (IAFF) Historical Society entry for John C. Fremont's Days won 'Best Historical Entry'.

What is a Key Lock Box and where can I obtain one?

A Key Lock Box System is a high security, rapid entry option containing appropriate keys, access cards or other small items necessary to allow the Fire Department to gain entry to a building or alarmed portion in the event of an emergency without property damage due to forcible entry. Key Lock Boxes are ideal for commercial and industrial businesses protected by automatic alarm system or automatic suppression system or such building that are secured in a manner that restricts access during an emergency; for multifamily residential buildings that have restricted access through locked doors and have a common corridor for access to the living units; public school buildings, nursing, adult day care, and long-term care and assisted living facilities, child day-care facilities, nursery and preschools and private schools, churches, and community centers. In Fremont, the fire chief designates the type of key lock box system to be implemented within the city so contact the Fire Department at 402- 727-2688 for more information.

Do you install or inspect child car seats?

No, we don't. However, members of the Dodge County Sheriff's Office are certified to install and inspect car seats. You may reach them at 402-727-2700 to make an appointment. They are located in the Dodge County Courthouse (435 N Park in Fremont). Three Rivers District Health Department also provides this service. They can be reached at 402-727-5396 and are located at 2400 North Lincoln Avenue in Fremont.

Why do firefighters cut holes in the roof and break windows of a building on fire?

This is called "VENTILATION". There are two basic reasons for ventilating a structure. The first is, removal of dangerous gases, heat, and dark smoke that accumulate in a burning building reducing visibility and greatly impeding rescue and firefighting efforts. Second, ventilation allows firefighters to relieve the structure of superheated gases and smoke which spread fire and contribute to dangerous situations like flashover and back draft explosions.

What should I do with HOT fireplace ash?

DO NOT remove hot ashes from the fireplace immediately. Wait up to 2-3 days and let the ashes cool completely in the fireplace until there are no remaining hot embers before removing them. Place cool ash in a metal container and store outside away from the home and all combustibles.

What is your response area?

Our fire response area is within the Fremont City limits. EMS (Emergency Medical Service) is provided east to the Washington County line, west approximately seven miles, north two miles, and south to the Platte River. Upon request from neighboring agencies, in accordance with mutual aid agreements, those lines can be crossed.

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STAFF REPORT

TO: FREMONT CITY COUNCIL
FROM: Scott Getzschman, Mayor
DATE: March 10, 2020
SUBJECT: Emergency Dike Expenses

Recommendation: Move to approve additional expense of

Background: The City Council approved up to \$100,000 for an emergency levee repair at the Rod & Gun Club on February 18 at an Emergency Council meeting. The actual expense was \$188,618 to be shared (by Dodge County 25%, Lower Platte North NRD 12.5%, the Rod and Gun club 12.5% and City 50%).

On February 26, the partners (Dodge County, Lower Platte North NRD, Rod & Gun Club, and the City) met to discuss spending additional money to close the remaining open breach. Closing the gap would prevent Platte River water from flowing into the Rod & Gun Club Lake #8. The estimated cost for the work was \$100,000. The partners agreed to share the cost in the same percentage as the first expense. The City's estimated share was \$44,309.

The actual cost of the work was \$255,930 plus materials (Rip-Rap) supplied by the City of Fremont.

Here is the split between the partners:

Dodge County – 72,154.50
LPNRD – \$36,077.25
Rod & Gun – \$36,077.25
City – \$111,621.00
Total - \$255,930.00

Fiscal Impact: \$11,621.00 plus Rip-Rap