COMMUNITY DEVELOPMENT AGENCY MEETING
July 9, 2019, 7:00 P.M.
City Council Chambers 400 East Military, Fremont NE

1. Meeting called to order

2. Roll call

3. Public Hearing and Resolution 2019-005 for amendment to the 23rd and Bell redevelopment plan for Fountain Springs Apartment Properties generally located at the northwest corner of 29th Street and Yager, and south of 32nd Street (staff report)

4. Resolution 2019-006 approving the Redevelopment agreement for the Fountain Springs 55+ Apartment Redevelopment Project and authorizing the issuance of tax increment financing indebtedness (staff report)

5. Adjournment

CITY COUNCIL MEETING
July 9, 2019
City Council Chambers 400 East Military, Fremont NE
REGULAR MEETING – 7:00 P.M.
STUDY SESSION – 6:45 P.M.
AGENDA

REGULAR MEETING:
1. Meeting called to order

2. Roll call

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

PUBLIC HEARINGS:

4. Resolution 2019-117 for amendment to the 23rd and Bell redevelopment plan for Fountain Springs Apartment Properties generally located at the northwest corner of 29th Street and Yager, and south of 32nd Street (staff report)

5. Resolution 2019-118 to allow SBA Towers II LLC and T-Mobile Central LLC to add new collection equipment to existing tower located at 600 S. Main Street (staff report)
6. Resolution 2019-116 to approve a conditional use permit for a 39 unit multi-family housing development on behalf of Suncap Associates, LP and Capstone Development Group generally located at Jack Sutton Drive and Sunridge Lane (staff report)

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

7. Motion to approve June 26, 2019 through July 9, 2019 claims and authorize checks to be drawn on the proper accounts (staff report)


9. Dispense with and approve June 25, 2019 City Council Meeting Minutes

10. Resolution 2019-132 approving request of Fremont Rotary Club to use the Fremont Municipal Airport for a Fly-in Breakfast on August 25, 2019 from 7:00 a.m. to 2:00 p.m. (staff report)

11. Resolution 2019-121 of the City Council of the City of Fremont, Nebraska approving the Administrative Services Agreement for the 2018-2019 plan year with Blue Cross Blue Shield of Nebraska (staff report)

12. Resolution 2019-122 of the City Council of the City of Fremont, Nebraska approving the Amendment to Business Associate Agreement with Blue Cross Blue Shield of Nebraska (staff report)

13. Motion to grant permission to Fremont Squadron and Nebraska Wing of Civil Air Patrol to use City Well Field for training, July 26-28, 2019 (staff report)


15. Resolution 2019-124 of the City Council of the City of Fremont, Nebraska approving the addition of a Roth option to the 457(b) retirement plan administered by Principal and authorizing execution of the Governmental 457(b) Roth Deferral Amendment (staff report)

16. Resolution 2019-125 of the City Council of the City of Fremont, Nebraska approving the Stop Loss Policy for the 2018-2019 plan year with Blue Cross Blue Shield of Nebraska (staff report)

17. Resolution 2019-126 of the City Council of the City of Fremont, Nebraska approving the Best Care EAP Annual Service Update for August, 2019 (staff report)

18. Move to approve the recommendation of the Mayor to make appointments to the Airport Advisory Board (staff report)

19. Move to approve the recommendation of the Mayor to make appointment to the Utility and Infrastructure Board (staff report)

20. Move to approve the recommendation of the Mayor to make appointment to the Local Option Review Team (staff report)

21. Motion to approve excavation/asphalt/concrete license application for Frost FiberTech Inc. (staff report)

22. Resolution 2019-127 adopting and approving the execution of an Agency Agreement with the Nebraska Department of Transportation, Aeronautics Division for Project No. 3-31-0029-012-2019 to be submitted by the Department the Federal Aviation Administration to Obtain Federal Assistance for the
Resolution 2019-133 to enter into agreement with Douglas County Communications for radio network support and monitoring (staff report)

Resolution 2019-128 accepting the grant award and authorizing staff to execute necessary documents for the Nebraska Department of Environment and Energy Waste Reduction and Recycling Incentive Grant (staff report)

Resolution 2019-129 of the City Council of the City of Fremont, Nebraska authorizing Staff to execute a 2-year agreement with Polydyne for chemicals used for biosolids processing in the amount of $1.83 per pound (staff report)

Resolution 2019-130 of the City Council of the City of Fremont, Nebraska, authorizing City of Fremont, Department of Utilities Staff to sign a purchase agreement with Honeywell for proposal number 932535A19 Rev. 1 for a control system hardware refresh (staff report)

Resolution 2019-131 of the City Council of the City of Fremont, Nebraska, authorizing City of Fremont, Department of Utilities Staff to sign a purchase agreement with Shuttlewagon for a SWX525 Railcar Mover (staff report)

UNFINISHED BUSINESS: requires individual associated action

Ordinance 5496 approving request by Anew Development, LLC. for Voluntary Annexation of Lot 2, Fountain Springs 4th Subdivision located at the northwest corner of 29th Street and Yager – Fountain Spring Adult Apartment Properties (final reading) (staff report)

NEW BUSINESS: requires individual associated action

Resolution 2019-119 approving the Redevelopment agreement for the Fountain Springs 55+ Apartment Redevelopment Project and authorizing the issuance of tax increment financing indebtedness (staff report)

Resolution 2019-120 approving Declaration of Official Intent to reimburse certain expenses from the proceeds of the Highway Allocation Pledge Bonds yet to be issued (staff report)

Adjournment

Agenda posted at the Municipal Building on July 5, 2019 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on July 5, 2019. 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 Publically 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 publically, 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: Jennifer L. Dam, AICP, Planning Director

DATE: July 9, 2019

SUBJECT: Request for Amendment to 23 & Bell Redevelopment Plan

Recommendation: Finding that the proposed amendment is consistent with the Comprehensive Plan.

Background:

This item was originally scheduled for the June 17 Planning Commission meeting. There was not a quorum at the meeting so there was not a public hearing or action taken. A special meeting of the Planning Commission is scheduled for July 8, 2019. The outcome of that meeting will be reported at the July 9 City Council meeting.

This is a request for an amendment to the Redevelopment Plan for the 23rd & Bell Redevelopment Area to include the Fountain Springs 55+ apartment complex project. The proposed project includes a 9-building 216 unit phased apartment complex for residents aged 55 and over, 266 surface parking stalls and 110 garage stalls, an office for staff, a community room or clubhouse community room, a gazebo, trail and sidewalk extensions together with all infrastructure and other improvements necessary to support the apartment complex.

The 23 & Bell Redevelopment area was declared blighted and substandard by the Fremont City Council on July 15, 2014. The 23 & Bell Area Redevelopment Plan was approved July 29, 2014. An amendment to the Redevelopment Plan for the Fountain Springs elderly housing consisting of 32 units was approved by the City Council on December 29, 2015.

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

The area for which project are proposed consists of Lots 1 & 2 Fountain Springs 2nd Subdivision, Lot 2 Fountain Springs 3rd Subdivision and Lots 1 & 2 Fountain Springs 4th Subdivision located in the SE ¼ Section 11 Township 17 Range 8 East, Fremont, Nebraska.

These lots are zoned UR, Urban Residential.

The property is currently undeveloped agricultural land.

The City Council held a public hearing on an amendment to the Comprehensive Plan to change the designation from commercial to residential on June 11, 2019 and voted to approve.
Apartments are allowed in commercially zoned properties.

The “Blue Print for Tomorrow” Comprehensive Plan notes that “...the total acres of land needed for 55-year old and older adults is expected to represent approximately 40% of the future land development” (p.4.4)

The proposed Redevelopment Plan addresses the statutory elements required in such a plan.
(Attached with the proposed plan amendment.)

The plan states that

“[a]ccording to Redeveloper, the cost to construct the apartment complex is greater than the Project's as-completed fair market value. Further, without the assistance of TIF, the return on investment for the Project would be too low to attract prudent investors given the risks involved in preparing the site, constructing the apartment complex, stabilizing the occupancy rates in the apartments, and other business risks. Specifically, the extraordinary costs associated with soil mitigation, storm water facilities, strengthened or modified building components, and thickened reinforced pavement make the Project cost prohibitive without the assistance of TIF. Without TIF, the Project yields a return-on-investment of approximately 4 percent. With TIF, the Project yields a return-on-investment of 11.39% percent. A return-on-investment below 10 percent would not overcome the risk factors to attract the investment and financing needed to build and maintain the Project. Thus, according to the Redeveloper, an ordinarily prudent developer would not construct the Project without TIF. “

The redevelopment area lacks infrastructure and has poor soil conditions, which contributes to the inability to attract development to the area. TIF can be used to address that blighting condition.

The proposed improvements for which approximately $5,869,200 of Tax Increment Financing would be utilized include site acquisition, site preparation, architectural and engineering fees, public utility extension and installation, installation of streets and sidewalks, landscaping, façade enhancements, energy efficiency enhancements, and other improvements deemed feasible and necessary in support of the public health, safety and welfare.

The cost benefit analysis is based on projects that consists a 9 building 216 unit phased apartment complex for residents aged 55 and over, 266 surface parking stalls and 110 garage stalls, an office for staff, a community room or clubhouse community room, a gazebo, trail and sidewalk extensions together with all infrastructure and other improvements necessary to support the apartment complex.

The project will add sales tax revenue to the community.

The cost benefit analysis estimates the following tax shift based on the 2018 Dodge County tax levy and estimated completed assessed value of the buildings:

- Estimated Base Project Area Valuation: $696,390
- Estimated Completed Project Assessed Valuation: $19,656,375
- Estimated Tax Increment Base: $5,869,200
Estimated Annual Projected Tax Shift: $391,280

The developer proposes that approximately $5,869,200 be financed with Tax Increment Financing (TIF) to provide for the construction and installation of infrastructure, acquisition, soil mitigation and related improvements.

The property was platted in anticipation of the receipt of TIF for eligible expenses. However, the project, as designed would not be feasible without the availability of tax increment financing for eligible public expenses.

Findings:

The area was declared blighted and substandard in July 2014.

The proposed uses are consistent with the Comprehensive Plan.

The estimated annual projected tax shift is $391,280

An estimated $5,869,200 in tax increment financing is necessary to provide for the construction and installation of infrastructure and related eligible expenditures.

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

The proposed redevelopment projects are in the best economic interest of the City of Fremont.
AMENDMENT TO THE GENERAL REDEVELOPMENT PLAN
FOR THE 23RD & BELL AREA

(FOUNTAIN SPRINGS APARTMENTS REDEVELOPMENT PROJECT)
23RD & YAGER

FREMONT, DODGE COUNTY, NEBRASKA

PREPARED MAY, 2019

FOR

THE COMMUNITY DEVELOPMENT
AGENCY OF

FREMONT, NEBRASKA
A. Introduction

This Amendment to the General Redevelopment Plan for the 23rd and Bell Area ("Redevelopment Plan") is a guide for redevelopment activities to remove or eliminate blight and substandard conditions within the City of Fremont, Nebraska (the "City"). The Mayor and City Council of the City (the "Council"), recognizing that blighted and substandard conditions are a threat to the continued stability and vitality of the City, passed a resolution designating certain areas of the City to be blighted and substandard and in need of redevelopment pursuant to the requirements of section 18-2103 of the Nebraska Community Development Law, sections 18-2101 et. seq., as amended (the "Act"). One of the areas the Council designated as blighted and substandard and in need of redevelopment is the "23rd and Bell Area" (referred to herein as the "Redevelopment Area").

The City further adopted a "General Redevelopment Plan for the 23rd and Bell Area" (the "Master Plan"). A copy of the Master Plan is attached hereto as Exhibit "A" and incorporated herein. The Master Plan sets forth the goals and parameters for redevelopment projects within the Redevelopment Area. The Master Plan contemplates that the Community Development Agency of the City (the "Agency") or private developers may set forth redevelopment projects under the Act via amendments to the Master Plan.

In conformance with the Master Plan, this Redevelopment Plan submits the phased implementation of a redevelopment project in the Redevelopment Area utilizing tax increment financing ("TIF") resources for site acquisition, construction of eligible public improvements, and to remove existing and avoid future blighted and substandard conditions, as further described in this Redevelopment Plan (the "Project"). The Project contemplates the phased construction of a 9-building apartment complex consisting of approximately 216 market rate residential units primarily for residents age 55 and over, 266 surface level parking stalls, 110 garage stalls, an office for the apartment complex staff, a community room or clubhouse community room, a gazebo covered picnic area, and trail and sidewalk extensions, together with all infrastructure and other improvements necessary to support the apartment complex. Fremont Enterprises, LLC, a Nebraska Limited Liability Company, or its assigns ("Redeveloper") will undertake construction of the Project.

The Project encompasses only a portion of the real property within the Redevelopment Area. As such, the Master Plan remains subject to further amendment upon the identification of additional redevelopment projects within the Redevelopment Area.
B. **Redevelopment Area; Existing Conditions**

Exhibit 1 to the Master Plan sets forth the boundaries of the Redevelopment Area. The Redevelopment Area is identical to the "23rd and Bell Area," which the Council previously declared blighted and substandard and in need of redevelopment.

C. **Project Site**

Exhibit "B", sets forth the boundaries and existing conditions of the development area for the Project (the "Project Site"). The approximate address of the Project Site is 29th and Yager Road. The Project Site is completely within the blighted and substandard Redevelopment Area and is in need of redevelopment.

D. **Conformance with the Master Plan for the Redevelopment Area and Comprehensive Plan of the City**

The Master Plan sets forth the following objectives for development within the Redevelopment Area: (1) improving unsafe or unsanitary conditions relating to drainage and related infrastructure; (2) assembling and platting of land for redevelopment; (3) developing or improving other infrastructure in the area, including sidewalks, trails, streets, and utilities; and (4) undertaking façade, structural, streetscaping, or landscape improvements in the area. The Project meets the above objectives, and therefore conforms to the Master Plan.

Pursuant to the Act, the Project must also conform to and further the objectives of the City of Fremont comprehensive plan for land use and development (the "Comprehensive Plan"). The Comprehensive Plan anticipates future residential and commercial development focused primarily to the north and east of existing development within the City. Regarding the City's need for additional housing, the Comprehensive Plan provides that "the total acres of land needed for 55-year old and older adults is expected to represent approximately 40 percent of future land development." The Comprehensive Plan further sets forth the objective to "[e]xpand the use of standard economic development tools and incentives such as Tax Increment Financing."

Redeveloper intends to develop the Project Site for the purpose of constructing a 9-building apartment complex comprised of approximately 216 market rate residential units for residents age 55 and over. The Comprehensive Plan and other plans for development and expansion of the City contemplate the need for housing, with specific emphasis on housing options for residents age 55 and over. The migration of this demographic from single family homes to the apartment complex will aid the stressed housing market of affordable single family
units in the City. This Redevelopment Plan and the Project described herein further those goals and comply with the Comprehensive Plan.

Exhibit "C", shows the future land use map (showing the Redevelopment Area and surrounding areas) included within the Comprehensive Plan. The map sets forth a "Commercial" designation for future use of the Redevelopment Area. As part of the Project, and due to the lack of commercial development in the area, the City intends to amend the future use map to set forth a residential designation for the Project Site.

E. Project Overview

The Project Site is directly west of North Yager Road, north of East 29th Street and south of East 32nd Street. The Project Site is approximately 10.46 acres. The Project Site was improved for development in 2004-2006, but has remained vacant due to the extraordinary costs of development specific to the area detailed below. The Project will consist of the phased construction of 9 buildings comprised of approximately 216 market rate residential units primarily for residents age 55 and over, 266 surface level parking stalls, 110 garages, an office for the apartment complex staff, a community room clubhouse, and a gazebo picnic area. Exhibit "D", attached hereto and incorporated herein, sets forth the proposed site plans for the Project. The Project does not constitute "workforce housing", as defined under section 18-2103(32) of the Act.

Redeveloper does not yet own the Project Site but has entered into a purchase agreement with the three current owners. Redeveloper plans to close on the Project Site shortly after approval of this Redevelopment Plan. No public acquisition of the Project Site is necessary. The Project will not displace any families or businesses.

The Project requires infrastructure improvements and other public improvements, as well as private improvements, as described in Paragraph G of this Redevelopment Plan, which are not financially feasible to undertake at one time. Completing the Project in phases will allow Redeveloper to maximize the TIF resources available for public improvements, which is necessary for the Project to succeed. Further, implementation of the Project in multiple phases will allow Redeveloper to construct the private improvements at a rate that the market can support, and to adapt subsequent phases of the Project to the changing needs of the City. The Agency and Redeveloper anticipate that Redeveloper will construct the Project in three phases consisting of the following private improvements:

"Phase One": Construction of approximately 2 apartment buildings (comprised of 48 individual units), 60 surface lot parking spaces, 2 garage buildings (comprised of 20 total parking spaces), the community room, and the office area for apartment staff.
"Phase Two": Construction of approximately 4 apartment buildings (comprised of 96 individual units), 118 surface lot parking spaces, 4 garage buildings (comprised of 40 total parking spaces), and the gazebo covered picnic area.

"Phase Three": Construction of approximately 3 apartment buildings (comprised of 72 individual units), 87 surface lot parking spaces, and 5 garage buildings (comprised of 50 total parking spaces).

Exhibit "D" sets forth the proposed site plans for each of the three phases. Redeveloper intends to administratively subdivide the Project Site so that the area comprising each phase is a separate tax lot (or made up of two tax lots). The "effective date" (as provided under section 18-2147 of the Act) for purposes of TIF for each phase will be determined on a lot by lot basis in order to maximize the TIF proceeds available to help finance the public improvements. While the market will determine the actual completion schedule for each phase, Redeveloper anticipates that the buildout of each phase will take approximately six to eight months for construction plus lease-up and move-in time. However, the Project requires flexibility and may require more or less time between phases.

F. Existing Conditions (All Phases)

1. Existing Land Use

The Project Site consists of vacant, undeveloped land.

2. Existing Zoning

The Project Site is currently zoned UR (Urban Residential). Multi-family dwellings are a conditional use in UR zoning districts. Part of the Project Site lies outside the City's corporate limits and is being conditionally annexed pending successful closing on the Project by the Developer.

3. Existing Public Improvements

The streets adjacent to the Project Site (East 29th Street, East 32nd Street, and North Yager Road) provide access to the Project Site. Water and sewer infrastructure exists in the areas adjacent to the Project Site and Redeveloper will extend the utilities therefrom to serve the Project Site. Redeveloper will regrade and improve the drainage ditch along the south side of 32nd to prevent back up onto the roadway and continuous flow to the crossing at Yager.
G. **Proposed Redevelopment (All Phases)**

1. **Public Improvements**

The Project will require infrastructure improvements and other public improvements. These improvements will include, but are not limited to:

   a. **Public Access; Traffic Flow, Street Layouts and Street Grades**

   The public streets adjacent to the Project Site (East 29th Street, East 32nd Street, and North Yager Road) provide access to the Project Site. As shown on the site plans in Exhibit "D", Redeveloper will construct internal private roadways, parking lots and sidewalks for use by the apartment's employees, residents and guests. Redeveloper will cooperate with the City to address any issues related to increased traffic flow and other street improvement issues created by the Project. All streets, sidewalks and other infrastructure constructed by Redeveloper will be subject to review and approval by the City's engineer or other designee of the City.

   b. **Construction of Electrical, Water and Sewer Improvements.**

   Redeveloper will construct or extend water and sanitary sewer systems to provide appropriate service to the Project Site. The Project Site is currently undeveloped and will require grading to provide effective drainage throughout the area. The Project Site requires filling and grading to properly drain the ground water runoff and provide appropriate grading levels to erect the apartment complex. Redeveloper also anticipates the construction of electric utilities extending to the residences within the Project Site.

   c. **Other incidental improvements**

   The topsoil within the Project Site requires considerable mitigation prior to infill. Additionally, due to the soil makeup, all surface-level concrete within the Project Site must be at least 7 inches thick and strengthened by steel reinforcing bars, rather than a normal thickness of 3.5 inches. Such costs are extraordinary costs incurred by Redeveloper and greatly contribute to the Project Site's vacant, blighted and substandard condition. Additionally, the City requires Redeveloper to construct extensions to trails and sidewalks in the area, upgrade the landscaping, and construct amenities such as the picnic area to prevent the recurrence of substandard and blighted conditions. The extraordinary expenses detailed herein exceed the minimum building and design standards in the City and aim to prevent the recurrence of substandard and blighted conditions; such costs are therefore included as eligible costs under Exhibit "F".

   d. **Additional public facilities or utilities**
Other than the construction or extension of the utilities and infrastructure detailed above, Redeveloper and the City anticipate that the existing public facilities and utilities can adequately meet the demands of the Project.

e. **Property Acquisition, Demolition and Disposal**

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Project. Redeveloper intends to purchase the Project Site from the current owner subsequent to approval of this Redevelopment Plan. Pursuant to a purchase agreement between Redeveloper and the current owner, the sale price of the Project Site will be $1,150,000 plus additional soft costs.

f. **Population Density**

The Project Site currently sits undeveloped and vacant. The Project will increase population density in the area. However, the City desires an increase in population density in the area to provide additional housing in the City. Adequate public infrastructure exists to accommodate the increase in population density anticipated in relation to the Project.

g. **Land Coverage**

Land coverage for the Project Site includes approximately 10.46 acres of undeveloped land. The Project contemplates the construction of a 9-building apartment complex consisting of approximately 216 market rate residential units primarily for residents age 55 and over, 266 surface level parking stalls, 110 garages, an office for the apartment complex staff, a clubhouse, and a picnic area, together with all infrastructure and other improvements necessary to support the apartment complex, as shown on the site plans set forth in Exhibit "D". The Project will comply with all applicable land coverage ratios required by the City.

h. **Parking**

The Project includes the construction of 266 surface level parking stalls and 110 garages. All parking facilities will comply with the City's zoning ordinance.

g. **Zoning, Building Code and Ordinance**

The Project Site is zoned as UR (Urban Residential). Multi-family dwellings are a conditional use in UR zoning districts. Accordingly, Redeveloper will pursue a conditional use permit allowing multi-family residential use within the Project Site. Redeveloper and the City
further anticipate that the City will annex the northern half of the Project Site so that the entire
Project Site is within the City's corporate limits. Redeveloper will be responsible for all zoning,
building code, or ordinance changes that are necessary for the Project.

3. Private Improvements

Private improvements for the Project include the construction of a 9-building apartment
complex consisting of approximately 216 market rate residential units primarily for residents age
55 and over, 110 garages, an office for the apartment complex staff, and a clubhouse.
Redeveloper or other builders taking reconveyance from Redeveloper will construct the private
improvements. Paragraphs E and I of this Redevelopment Plan details the anticipated
implementation of the private improvements.

H. Project Costs (All Phases)

The total estimated cost of the Project is $20,491,248. A breakdown of the estimated cost
of the Project is attached and incorporated herein as Exhibit "E". The estimated costs of the
Project are preliminary and subject to change.

I. Implementation

Redeveloper is unable to undertake the construction in Phase One of the Project without
some assurance that Redeveloper can undertake Phase Two and Phase Three. Redeveloper
would not complete the initial public improvements for Phase One but-for the approval of the
entire Project and, likewise, the subsequent phases of the Project would not occur but-for these
initial public improvements. Accordingly, this Redevelopment Plan contemplates that the costs
and expenses of all the public improvements for the Project are eligible TIF uses for each phase
of the Project. As such, Redeveloper may apply the TIF Revenues (defined below) generated
from each phase of the Project toward the payment of the eligible expenses of the entire Project,
if necessary, provided there is no duplication of expenses between phases.

The Project's construction schedule will depend on the market demand and availability of
construction materials and services, but based upon the current housing market and the need for
housing in the City, Redeveloper anticipates the following construction schedule for the Project:

Phase One: Construction start date 7/15/2019
Construction completion 12/31/2019

Phase Two:
Construction start date 1/1/2020
Construction completion 12/31/2020

Phase Three:

Construction start date 1/1/2021
Construction completion 12/31/2021

The anticipated start dates and completion dates are preliminary and subject to change based upon market conditions, availability of materials, workforce availability and other extraneous factors.

Upon the completion of each phase, Redeveloper will submit to the Agency an amendment to the redevelopment contract on a form prescribed by the Agency. Each amendment to the redevelopment contract shall set forth the "effective date" (as defined in the Act) for the pertinent phase and must be submitted to the Agency on or before June 30 of the year in which taxes are to be divided for such phase.

J. Financing

The City and the Agency contemplate the use of TIF for the Project. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the redevelopment contract, or amendment thereof, or in the resolution(s) of the authority authorizing the issuance of bonds pursuant to the Act, as follows:

(a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body ("Base Tax Amount"); and

(b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond resolution, in the redevelopment project in excess of the Base Tax Amount, if any, (referred to herein as “TIF Revenues”) shall be allocated to and, when collected, paid into a special fund of the Agency to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.
With respect to the Project, Redeveloper and the Agency will conclusively set forth the actual base tax year and Base Tax Amount for each phase in the redevelopment contract, or amendment thereof, and/or the resolution authorizing the TIF Indebtedness. The Agency and Redeveloper anticipate that the effective dates will be different for each of the phases; and therefore the increment period for each phase will be different. It is further anticipated that the Agency will issue one TIF bond or note for all three phases.

Notwithstanding any provision herein to the contrary, all TIF Revenues resulting from improvements constructed/installled after the commencement of the first portion of each phase shall only be divided and allocated over the applicable 15-year increment period.

1. Necessity of TIF

Redeveloper advised and warranted to the City that it would not be economically feasible to develop the Project without TIF. According to Redeveloper, the cost to construct the apartment complex is greater than the Project's as-completed fair market value. Further, without the assistance of TIF, the return on investment for the Project would be too low to attract prudent investors given the risks involved in preparing the site, constructing the apartment complex, stabilizing the occupancy rates in the apartments, and other business risks. Specifically, the extraordinary costs associated with soil mitigation, storm water facilities, strengthened or modified building components, and thickened reinforced pavement make the Project cost prohibitive without the assistance of TIF. Without TIF, the Project yields a return-on-investment of approximately 4 percent. With TIF, the Project yields a return-on-investment of 11.39% percent. A return-on-investment below 10 percent would not overcome the risk factors to attract the investment and financing needed to build and maintain the Project. Thus, according to the Redeveloper, an ordinarily prudent developer would not construct the Project without TIF.

Additionally, due to significant public improvement and mitigation costs, Redeveloper cannot construct the Project without the use of TIF for all phases of the Project. Construction of Phase One is not feasible without the intent to complete all the phases, and Phases Two and Phase Three are not feasible without the use of TIF. Thus, the approval of TIF for all three phases is critical to Redeveloper's undertaking of the Project.

2. Sources and Uses of Financing

Based upon the projections in Exhibit "F", the Agency and Redeveloper contemplate issuance of a TIF bond or note in an amount not to exceed $5,869,200 (the "TIF Indebtedness").

As shown on Exhibit "F", the anticipated TIF Indebtedness amount does not exceed the anticipated TIF-eligible costs for all three phases.
The total estimated cost of the Project is $20,491,248. As such, the TIF Indebtedness covers approximately one-quarter of the total cost. Redeveloper anticipates it will finance the balance of the public and private costs exceeding the TIF Indebtedness via a mix of owner’s equity (21%) and traditional bank financing (51%). In addition to owner's equity, Redeveloper will pledge personal assets valued at $5,000,000 as collateral on its construction loan. Redeveloper and the Agency will provide a detailed breakdown of the TIF sources and uses in the redevelopment contract for the Project. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

K. Cost-Benefit Analysis

A cost-benefit analysis for the Project is attached as Exhibit "G" and incorporated herein.

Exhibits:

Exhibit A: Master Plan
Exhibit B: Project Site
Exhibit C: Future Land Use
Exhibit D: Site Plan
Exhibit E: Estimated Cost of the Project
Exhibit F: Sources and Uses of TIF
Exhibit G: Cost-Benefit Analysis
EXHIBIT "A"

Master Plan

(See attached)
General Redevelopment Plan
for the
23rd & Bell Area
July 2014

CITY OF FREMONT
NEBRASKA PATHFINDERS

Prepared by:
Fremont Planning Department
Purpose of the Redevelopment Plan
The purpose of this redevelopment plan is to help guide the general redevelopment of the area contained within the 23rd & Bell Blight Study. According to the Community Development Law contained within state statutes, the general redevelopment plan is geared toward establishing remedies that alleviate the conditions causing blighted and substandard conditions and thus improving the overall economic well-being of the area and community as a whole.

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

The 23rd and Bell Street Blight area contains an estimated 219 acres located in northeast Fremont and shall be described as follows:

From the point of beginning at the west right of way of North Platte Ave and the southeast corner of Northside Block 17; thence continuing north along the west right of way of North Platte Avenue and continuing along the west property line of Lewis Addition Lots 1, 3, and 2 to the south property line of Rodamar Addition Replat 1 Lot 6; thence continuing west to the southwest corner of Rodamar Addition Replat 1 Lot 6; thence continuing north along the west property line of Rodamar Addition Replat 1 Lot 6 and Rodamar Addition Replat 1 Lot 2 to the northwest corner of Rodamar Addition Replat 1 Lot 2; thence continuing east along the north property line
of Rodamar Addition Replat 1 Lot 2 to the west right of way of North Yager Road/CR-46; thence continuing north along the west right of way of North Yager Road/CR-46 to the northeast corner of Rodamar Addition replat 1 Lot 7; thence continuing west along the north property line of Rodamar Addition replat 1 Lot 7 to the southeast corner of Fountain Springs Addition Lot 1 Block 2; thence continuing north along the east property line of Fountain Springs Addition Block 2 and Fountain Springs Addition Lot 1 to the north right of way of 29th Street; thence east along the north right of way of 29th Street to the southwest corner of Fountain Springs 2nd Lot 2; thence north along the west property line of Fountain Springs 2nd Lot 2 to the northwest corner of Fountain Springs 2nd Lot 2; thence continuing west along the north property line of Fountain Springs 2nd Lot 1 and Fountain Springs Addition Lot 1 Block 1 to the northwest corner of Fountain Springs Addition Lot 1 Block 1 and the east property line of Shalimar 6th Lot 1; thence continuing north along the east property line of east property line of Shalimar 6th Lot 1 until it intersects with the half section line of SE1/4 Section 11-Township 17-Range 8E; thence continuing along east along the half section line of the N1/2 SW1/4 Section 12-Township 17-Range 8E to the northeast corner of Fremont Technology Park Outlet B; thence continuing south along the east property line of Fremont Technology Park Outlet B to the southeast corner of Fremont Technology Park Outlet B; thence continuing west along the south property line of Fremont Technology Park to a point intersecting a line extending north from the west right of way of North Lincoln Avenue; thence continuing south along the west right of way of North Lincoln Avenue to the northeast corner of Lincoln Park Addition Lot 3; thence continuing west along the north property line of Lincoln Park Addition Lot 3 to the northwest corner of Lincoln Park Addition Lot 3; thence continuing south along the west property line of Lincoln Park Addition Lot 3 to the southwest corner of Lincoln Park Addition Lot 3; thence continuing west to the east boundary line of the W1/2 of SW1/4 of SW1/4 Section 12-Township 17-Range 8E; thence continuing south along the east boundary line of the W1/2 of SW1/4 of SW1/4 Section 12-Township 17-Range 8E to the north right of way of East 23rd Street; thence continuing east approximately 88 feet to a point intersecting a line extending north from the east right of way of North Clarimar Avenue; thence continuing south across 23rd Street and the east right of way of North Clarimar Avenue to the southwest corner of Fair Acres 5th Replat Lot 4; thence continuing west across North Clarimar Avenue and the south boundary of Fair Acres 2nd Addition Block 5 to the east right of way of North Yager Road; thence continuing south along the east right of way of North Yager Road to a point of intersection with the south right of way of East 19th Street; thence continuing west along the south right of way of East 19th Street to the point of beginning at the west right of way of N Platte Ave and the southeast corner of Northside Block 17.

See Exhibit 1 for map and list of properties in the 23rd and Bell Street Blight area.
Background

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

This redevelopment plan notes general activities and/or projects within the 23rd and Bell study area. A redevelopment project can involve a broad range of activities including:

- Disposal of property, either real or personal
- Acquisition of blighted and substandard areas
- Sale or lease of land for a variety of purposes
- Acquisition of real property to be repaired or rehabilitated
- Demolition of existing buildings, structures, public facilities, and infrastructure as well as the construction of the same as deemed essential to the preparation of sites for uses in accordance with a redevelopment plan

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

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

Outline of the Redevelopment Plan

The area included in redevelopment plan is highlighted in Exhibit 1, which is on the following page.
The area includes approximately 219 acres of land, and is a mix of residential, commercial, and light industrial uses. The blight study for this area noted that over 73% of the buildings within the redevelopment area were considered substandard due to age; with many of these structures being residential in nature. In addition, the blight study noted that almost 70% of the structures in the redevelopment area were considered blighted due to structural condition. Furthermore, the blight study notes a number of unsafe conditions relating to street layout and deteriorating infrastructure (or lack thereof).

**Potential redevelopment projects**

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

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

**Relationship to the Comprehensive Plan**

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

Project Site

Legal Description:

Lot 1, Fountain Springs Second Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska,

AND

Lot 2, Fountain Springs Second Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska,

AND

Lot 2, Fountain Springs Third Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska,

AND

Lot 1, Fountain Springs Fourth Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska,

AND

Lot 2, Fountain Springs Fourth Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska,

TOGETHER WITH

All public rights-of-way contiguous thereto.

* Subsequent to the approval of this Redevelopment Plan, Redeveloper intends to administratively subdivide the Project Site, or a portion thereof. Subsequent to said administrative subdivision, the above legal description shall be replaced with the legal description provided in the administrative subdivision of the Project Site approved by the City.
Depiction (outlined in red):
EXHIBIT "C"

Future Land Use Map

Exhibit "C"
EXHIBIT "D"

Site Plan

(See attached)
Site Statistics: (Approximately 11.35 Acres Total or 494,406 sf)

Roofs:
9 buildings x 10632 sf = 95,688 sf
7 garages x 3224 sf = 22,568 sf
2 garages x 6448 sf = 12,896 sf
1 office x 720 sf = 720 sf
95,688 sf + 22,568 sf + 12,896 sf + 720 sf = 131,872 sf

Hard Surface:
North parking lot = 60,809 sf
South parking Lot = 55,170 sf
6 porches x 9 buildings x 80 sf = 4,320 sf
Sidewalks = 3,777 sf + 5,654 sf = 582 sf + 2,316 sf + 3,605 sf + 3,566 sf + 1,809 sf + 94 sf = 21,403 sf
3 Dumpsters x 200 sf = 600 sf
60,809 sf + 55,170 sf + 4,320 sf + 21,403 sf + 600 sf = 142,102 sf

Grass, Drainage & Pervious Surface:
92,228 sf property size - 131,872 sf (roof) - 142,102 sf (hard surface) = 218,254 sf (44% Pervious)

Parking Facility:
170 Garage Stalls of which 22 are HC
266 Surface Stalls of which 19 are HC
EXHIBIT "E"

Estimate of Construction Costs

(See attached)

* The attached estimate of construction costs for the Project are preliminary in nature and are subject to change.
## PROJECT CONSTRUCTION COST ESTIMATE

### FOUNTAIN SPRINGS 50 & OVER WORKFORCE APARTMENTS PROJECT DATA

**MARKET RATE 50 & OVER AND PROFESSIONALS**  
29TH STREET AND NORTH YAGER RD.  
FREMONT, DODGE COUNTY, NEBRASKA  68025

**INCOMPLETE TO BE UPDATED UPON CONSTRUCTION BID PHASE OF PROJECT**

**PRESENTATION BELOW REPRESENTS VARIOUS OVERALL EXPENSES BROKEN TO ONE 24 UNIT BUILDING**

### Apartments In Complex: 216  
**Number Apartment Units:** 24

<table>
<thead>
<tr>
<th>PHASE DESCRIPTION</th>
<th>CONTRACTOR / WORK DETAIL</th>
<th>GROSS PRICE OR AREA</th>
<th>ORIGINAL BID AMOUNT PER BUILDING</th>
<th>CHANGE ORDERS</th>
<th>TOTAL UNIT COST</th>
<th>9 BUILDING PROJECT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL REQUIREMENTS</td>
<td></td>
<td>$429,235.06 $0.00</td>
<td>$434,235.06 $18,093.13</td>
<td>$3,908,115.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SITE WORK</td>
<td>$47,914.44</td>
<td>$0.00</td>
<td>$47,914.44</td>
<td>$1,996.44</td>
<td>$431,230.00</td>
<td></td>
</tr>
<tr>
<td>BUILDING SHELL</td>
<td>$1,484,181.30</td>
<td>$0.00</td>
<td>$1,484,181.30</td>
<td>$61,840.89</td>
<td>$13,357,631.70</td>
<td></td>
</tr>
<tr>
<td>CONCRETE</td>
<td>$235,607.67</td>
<td>$0.00</td>
<td>$235,607.67</td>
<td>$9,816.99</td>
<td>$2,120,469.00</td>
<td></td>
</tr>
<tr>
<td>METALS</td>
<td>$9,900.00</td>
<td>$0.00</td>
<td>$9,900.00</td>
<td>$412.50</td>
<td>$89,100.00</td>
<td></td>
</tr>
<tr>
<td>LABOR, WOOD AND MATERIALS</td>
<td>$399,397.38</td>
<td>$0.00</td>
<td>$399,397.38</td>
<td>$16,641.56</td>
<td>$3,594,576.44</td>
<td></td>
</tr>
<tr>
<td>THERMAL/MOISTURE PROTECTION</td>
<td>$113,913.00</td>
<td>$0.00</td>
<td>$113,913.00</td>
<td>$4,746.38</td>
<td>$1,025,217.00</td>
<td></td>
</tr>
<tr>
<td>GARAGES, DOORS AND WINDOWS</td>
<td>$50,831.03</td>
<td>$0.00</td>
<td>$50,831.03</td>
<td>$2,117.96</td>
<td>$457,479.26</td>
<td></td>
</tr>
<tr>
<td>FINISHES</td>
<td>$275,010.00</td>
<td>$0.00</td>
<td>$275,010.00</td>
<td>$11,458.75</td>
<td>$2,475,090.00</td>
<td></td>
</tr>
<tr>
<td>SPECIALTIES</td>
<td>$20,000.00</td>
<td>$0.00</td>
<td>$20,000.00</td>
<td>$833.33</td>
<td>$174,000.00</td>
<td></td>
</tr>
<tr>
<td>EQUIPMENT</td>
<td>$2,000.00</td>
<td>$0.00</td>
<td>$2,000.00</td>
<td>$83.33</td>
<td>$18,000.00</td>
<td></td>
</tr>
<tr>
<td>MECHANICAL &amp; ELECTRICAL</td>
<td>$37,122.22</td>
<td>$0.00</td>
<td>$37,122.22</td>
<td>$1,575.09</td>
<td>$3,403,100.00</td>
<td></td>
</tr>
<tr>
<td>APARTMENT FINISHES</td>
<td>$18,500.00</td>
<td>$0.00</td>
<td>$18,500.00</td>
<td>$770.83</td>
<td>$166,500.00</td>
<td></td>
</tr>
<tr>
<td>SUB-TOTAL:</td>
<td>$1,979,830.80</td>
<td>$0.00</td>
<td>$1,984,830.80</td>
<td>$82,701.28</td>
<td>$17,863,477.20</td>
<td></td>
</tr>
<tr>
<td>CONTRACTOR'S FEE &amp; OVERHEAD</td>
<td>General Conditions &amp; Profit</td>
<td>15%</td>
<td>$296,974.62</td>
<td>$0.00</td>
<td>$2,672,771.58</td>
<td></td>
</tr>
<tr>
<td>TOTAL:</td>
<td>24</td>
<td>$2,276,805.42</td>
<td>$0.00</td>
<td>$2,276,805.42</td>
<td>$94,866.89</td>
<td>$20,491,248.78</td>
</tr>
</tbody>
</table>
# EXHIBIT "F"

Sources and Uses of TIF for All Phases

**SOURCES**

Assumptions:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Tax Amount of Project Site</td>
<td>$696,390</td>
</tr>
<tr>
<td>Post-Redevelopment Valuation</td>
<td>$19,656,375</td>
</tr>
<tr>
<td>Tax Levy</td>
<td>2.0845580</td>
</tr>
<tr>
<td>TIF Revenues/Year</td>
<td>$391,280</td>
</tr>
<tr>
<td><strong>Total Potential TIF Revenues</strong></td>
<td><strong>$5,869,200</strong></td>
</tr>
</tbody>
</table>

**USES**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Acquisition</td>
<td>$1,150,000</td>
</tr>
<tr>
<td>Building Permit</td>
<td>$168,975</td>
</tr>
<tr>
<td>Soil &amp; Material Testing</td>
<td>$10,000</td>
</tr>
<tr>
<td>City Sidewalks &amp; Trails Extensions</td>
<td>$83,000</td>
</tr>
<tr>
<td>Sanitary Sewer and Water Extensions</td>
<td>$297,000</td>
</tr>
<tr>
<td>Sewer &amp; Water Permits</td>
<td>$7,830</td>
</tr>
<tr>
<td>Soil Correction/Mitigation/Excavation/Storm Water</td>
<td>$1,100,000</td>
</tr>
<tr>
<td>Landscaping</td>
<td>$270,000</td>
</tr>
<tr>
<td>Street Lighting</td>
<td>$3,400</td>
</tr>
<tr>
<td>Surface Level Concrete Work</td>
<td>$1,946,400</td>
</tr>
<tr>
<td>Picnic Area</td>
<td>$25,000</td>
</tr>
<tr>
<td>Development Fee (TIF-eligible portion of total)</td>
<td>$210,000</td>
</tr>
<tr>
<td>Contractor's Fee &amp; Overhead (TIF-eligible portion of total)</td>
<td>$742,076</td>
</tr>
<tr>
<td>Architecture and Engineering fees</td>
<td>$205,294</td>
</tr>
<tr>
<td>Capitalized Interest on TIF Loan</td>
<td>$462,199</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$18,000</td>
</tr>
</tbody>
</table>

**TOTAL USES:** $6,699,174

* The above "sources" and "uses" for the Project are estimates based upon the assumptions of Redeveloper and are subject to change.
EXHIBIT "G"

Cost-Benefit Analysis
(Pursuant to Neb. Rev. Stat. § 18-2113)

The cost-benefit analysis for the Project, described in the attached Redevelopment Plan, which will utilize funds authorized by section 18-2147 of the Act, is below:

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

The City and Dodge County will continue to allocate the taxes generated by the base value of the Project Site between the relevant taxing jurisdictions pursuant to the Act. Only the incremental taxes created by the Project will be captured to pay for the project's eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Project, the true tax shift of the Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the estimated 15 year tax shift for the Project is set forth below:

Assumptions:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Tax Amount of Project Site</td>
<td>$696,390</td>
</tr>
<tr>
<td>Post-Redevelopment Valuation</td>
<td>$19,656,375</td>
</tr>
<tr>
<td>Tax Levy</td>
<td>2.0845580</td>
</tr>
<tr>
<td>TIF Revenues/Year</td>
<td>$391,280</td>
</tr>
<tr>
<td>Total TIF Revenues</td>
<td>$5,869,200</td>
</tr>
</tbody>
</table>

Notes:

The numbers above represent the aggregate of all three phases collected over the course of 17 years (i.e., Phase One: year 1 – 15; Phase Two: year 2-16; and Phase Three: year 3-17).

The Base Tax Amount provided above is the assessed value of the Project Site in 2018.

The projected TIF Revenues are based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The 2018 levy rate is assumed to be the levy rate.

Exhibit "G"
2. **Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the Project:**

   a. **Public infrastructure improvements and impacts:**

      Redeveloper will construct or extend water and sewer systems to provide appropriate service to the Project Site; and Redeveloper will fill and grade the Project Site to provide for effective surface water runoff. Redeveloper also anticipates the construction of electric utilities extending to the residences within the Project Site. It is the intent of this Redevelopment Plan that such infrastructure and site preparation are paid for by the Redeveloper and reimbursed by TIF. Other than the construction or extension of the utilities and infrastructure detailed above, Redeveloper and the City anticipate that the existing public facilities and utilities can adequately meet the demands of the Project.

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

      The Project should create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of TIF will defer receipt of a majority of new ad valorem real property taxes generated by the Project, the Project should generate immediate revenues for the City. The Project and new residences therein will require and pay for City services. Additionally, the City will benefit from the sales tax charged on materials used to construct the Project. Redeveloper and the Agency do not anticipate that the Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

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

   Other than the management and leasing offices for the apartment complex, Agency and Redeveloper do not anticipate that any employers will locate within the Project Site. However, the Project will provide additional housing for employees in the area. The Agency and Redeveloper do not anticipate that the Project will have an adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the Project Site.

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

   The Project should have a material positive impact on private sector businesses surrounding the Project Site. The Project will provide much needed housing in the community, which will benefit employers, employees, and the City in general. Further, the residences

Exhibit "G"
constructed as part of the Project should increase the need for services and products from existing businesses, such as household products and general consumer services.

The Agency and Redeveloper do not anticipate that the Project will have a negative impact on local employers. Construction of the apartment complex should create a pool of additional employees in the City and/or additional housing options for current employees.

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

Due to the targeted demographic of the apartment complex, the Project will not result in the addition of school-aged children to the school district. The school district will not receive taxes from the residences built during the time the increased taxes are utilized to pay the TIF Indebtedness. The school district has received state aid to education in the past. Part of the school aid formula involves assessed valuation in the school district. The valuation that generates the TIF Indebtedness payments is not included in the formula and does not count against the state aid that the school district would receive. Taxes on any increase in the base value of the land will benefit the school district. After the TIF Indebtedness is paid, or at the end of the respective 15 years of division of taxes, whichever is sooner, the increased valuation from the residential construction will be available to and benefit the school district.

6. **Other impacts determined by the Agency to be relevant to the consideration of costs and benefits arising from the Project:**

The Project Site is blighted and contains substandard conditions that are a detriment to the City as a whole. The Project will revitalize and occupy a vacant space without negatively impacting the surrounding businesses or straining the public infrastructure. There are no other material impacts determined by the City or Agency relevant to the consideration of the cost or benefits arising from the Project. As such, the benefits of the Project outweigh the costs.
May 10, 2019

DELIVERED VIA ELECTRONIC MAIL

Brian Newton
City of Fremont
City Administrator
400 E Military Ave
Fremont, NE 68025
brian.newton@fremontne.gov

Re: Fountain Springs Apartments TIF Project

Dear Brian:

This firm represents Fremont Enterprises, LLC, with respect to the above-referenced redevelopment project in the City of Fremont, Nebraska. Per your request, enclosed with this correspondence is a copy of the redevelopment plan for the City’s consideration. This letter and the enclosed redevelopment plan shall act as redeveloper’s TIF application to the City. Please confirm that upon receipt of these materials by May 10, 2019, the Planning Commission will consider the redevelopment plan at its June 17, 2019, regularly scheduled meeting, and the City Council will consider the redevelopment plan at its July 9, 2019, regularly scheduled meeting.

Please let me know if you have any questions or requests for additional materials. We look forward to working with the City on this project.

Very truly yours,

Michael D. Sands

cc: Brian Zubert; Robert Fields

Enclosure
RESOLUTION NO 2019-005

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF FREMONT, NEBRASKA, AUTHORIZING AN AMENDMENT TO THE 23RD AND BELL REDEVELOPMENT PLAN TO SPECIFY THE FOUNTAIN SPRINGS 55+ MULTI-FAMILY PROJECT FOR PROPERTY LOCATED BETWEEN 29TH AND 32ND STREETS WEST OF YAGER ROAD PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a request for approval of an amendment to the 23rd and Bell Redevelopment Plan to specify the Fountain Springs 55+ Multi-family complex was filed with the offices of the Department of Planning, City of Fremont (City); and

WHEREAS, the property is legally described as Lots 1 and 2, Fountain Springs Subdivision 2nd Addition; Lot 2 Fountain Springs Subdivision 3rd Addition; Lots 1 and 2 Fountain Springs Subdivision 4th Addition;

WHEREAS, the City has determined that the subject property is currently zoned UR, Urban Residential;

WHEREAS, a public hearing on the proposed amendment to the 23 & Bell Redevelopment Plan was held by the Planning Commission on July 8th, 2019, and subsequently by the City Council on July 9, 2019; and

WHEREAS, the City has determined that such proceedings were in compliance with Neb. Rev. Stat. §18-2112 to 18-2117 with regard to redevelopment plans;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA, AS FOLLOWS:

SECTION 1. REDEVELOPMENT PLAN AMENDMENT. The amendment to the 23rd and Bell Street Redevelopment Plan to adopt the Fountain Springs 55+ multi-family plan is hereby approved.

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

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

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

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

_____________________________________________________
Scott Getzschman, Chair
ATTEST:

________________________________________

Tyler Ficken, Secretary
STAFF REPORT

TO: Mayor and members of the City Council of the City of Fremont
FROM: Brian Newton, City Administrator for Jennifer Dam, Planning Director
DATE: July 9, 2019
SUBJECT: Approval of Redevelopment Agreement with Fremont Enterprises, LLC.

Recommendation: Approval of the Redevelopment Agreement for the Fountain Springs 55+ Apartments Redevelopment Agreement

Background: This matter involves the approval of a Redevelopment Agreement proposed for execution by the Community Development Agency of the City of Fremont ("CDA") and Fremont Enterprises, LLC ("FE").

A. Project. The project involves the construction of a 216 apartment units in a 9 building complex for individuals aged 55 and over, garages, parking lots, 110 garage stalls, an office, a community room or clubhouse community room, a gazebo, trail and sidewalk extensions, bicycle parking, storm water facilities and all infrastructure and other improvements necessary to support the project. The project is anticipated to be constructed in 3 phases. This facility will enable the Redeveloper to add housing primarily for those aged 55 and over which strongly needed in the City of Fremont.

B. Tax Increment Financing. The Redevelopment Agreement involves the use of tax increment financing to pay for those eligible expenditures under the Nebraska Community Development Law. It is projected that the new facility, based upon comparable properties, will have an estimated assessed valuation of nearly nineteen million six hundred sixty thousand dollars ($19,660,000). The incremental taxes from such development can be captured by the CDA for a period not to exceed fifteen (15) years for each phase of the project. The Redevelopment Agreement authorizes the CDA to issue a Tax Increment Financing Note in the amount of Three Million Nine Hundred Forty Nine Thousand One Hundred Dollars ($3,949,100) which will be repaid by the incremental taxes from the project. The Note is not the general obligation of the CDA nor the City of Fremont, Nebraska. The Redeveloper is responsible for any shortfalls. The tax increment financing is intended to reimburse the Redeveloper for those eligible expenditures which, according to the Redevelopment Agreement, include site acquisition cost, site preparation cost, utility cost, design expenses and landscaping.

C. Approval. The Redevelopment Agreement is consistent with the Redevelopment Plan adopted by the City Council of the City of Fremont on July 29, 2014, pursuant to Resolution No. 2014-137, and the Amendment to Plan approved on July 9, 2019, pursuant to Resolution No. 2019-117 and also adopted by the CDA pursuant to its Resolution No. 2019-002 on the same date.
Fiscal Impact: A $9,660,000 project will be constructed. Taxes in the amount of approximately $3,939,100 will be diverted to the project until the improvement expenses are paid, or for a period of fifteen years, whichever comes first. Additionally, infrastructure improvements serving the project and improvements to streets will be constructed by the developer.
REDEVELOPMENT CONTRACT

(THE FOUNTAIN SPRINGS REDEVELOPMENT PROJECT)

This Redevelopment Contract (“Redevelopment Contract”) is made and entered into as of the ____ day of July, 2019, by and between the Mayor and City Council of the City of Fremont, Nebraska, as the governing body of the Community Development Agency of the City of Fremont, Nebraska (the “City”) and Fremont Enterprises, LLC, a Nebraska limited liability company (“Redeveloper”). The City and/or Redeveloper may be referred to hereinafter as the “Party” or collectively as the “Parties”.

WITNESSETH:

WHEREAS, the Mayor and Council of the City adopted and approved a plan entitled “Amendment to the General Redevelopment Plan for the 23rd and Bell Area (Fountain Springs Apartments Redevelopment Project)”, as may be amended or supplemented (the “Plan”), for the real estate described on Exhibit “A” hereto attached and by such reference incorporated herein (the “Redevelopment Project Area”), which is located in the City of Fremont, Nebraska, and which the Mayor and Council of the City previously declared blighted and substandard or otherwise eligible for redevelopment; and

WHEREAS, the City has encouraged and induced Redeveloper to engage in certain development activities and construct improvements in the Redevelopment Project Area and it is not economically feasible for Redeveloper to incur the substantial investment necessary for such redevelopment of the Redevelopment Project Area without the assistance of tax-increment financing ("TIF") provided by the City to Redeveloper in this Redevelopment Contract; and

WHEREAS, pursuant to the Plan, Redeveloper is undertaking the phased construction of a 9-building apartment complex consisting of approximately 216 market rate residential units primarily for residents age 55 and over, 266 surface level parking stalls, 110 garage stalls, an office for the apartment complex staff, a community room or clubhouse community room, a gazebo covered picnic area, trail and sidewalk extensions, bicycle parking, and storm water facilities, together with all infrastructure and other improvements necessary to support the apartment complex (collectively, said improvements are referred to in this Redevelopment Contract as the “Redevelopment Project”); and

WHEREAS, the real property within the Redevelopment Project Area, other than easements for public utilities, is or will be privately owned by Redeveloper; and

WHEREAS, the City proposes to authorize and hereby does authorize upon the execution of this Redevelopment Contract, the issuance of its tax increment revenue note entitled: Redevelopment Promissory Note (The Fountain Springs Redevelopment Project) (the “TIF Note”), to provide for eligible costs of the Redevelopment Project; and

WHEREAS, the Redevelopment Project will occur in phases, as shown on the site plan attached as Exhibit "B", attached hereto and incorporated herein; and
WHEREAS, Redeveloper seeks the assistance of the City for the costs of the eligible improvements for the Redevelopment Project and therefore is willing to agree to the conditions herein set forth as an inducement to the City to issue the TIF Note as provided in the Resolution;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the City and Redeveloper do hereby agree, covenant and warrant as follows:

Section 1. **Representations, Warranties and Covenants of Redeveloper.**

Redeveloper hereby represents, covenants and warrants as follows:

(a) Redeveloper is a Nebraska limited liability company duly organized and existing under the laws of the State of Nebraska, is not in violation of any provisions of its Articles of Organization or operating agreement, is authorized to enter into and perform its obligations under this Redevelopment Contract and, to the best of the knowledge of Redeveloper, is not in violation of the laws of the State of Nebraska.

(b) Throughout the term of this Redevelopment Contract, Redeveloper will reasonably endeavor to construct, operate and maintain the Redevelopment Project in accordance with the terms of this Redevelopment Contract, or amendment thereof, and all applicable local, state and federal laws and regulations (including, without limitation, environmental, zoning, building code and public health laws and regulations). Throughout the term of this Redevelopment Contract and subject to the provisions of Section 20 of this Redevelopment Contract, in the event of any casualty damage to the Redevelopment Project, as and to the extent owned by Redeveloper, Redeveloper agrees to repair and reconstruct such damaged portion or portions of the Redevelopment Project to the extent covered by insurance.

(c) Redeveloper intends to complete the first phase of the Redevelopment Project ("Phase One") on or before December 31, 2019.

(d) Redeveloper intends to complete the second phase of the Redevelopment Project ("Phase Two") on or before December 31, 2020.

(e) Redeveloper intends to complete the third phase of the Redevelopment Project ("Phase Three") on or before December 31, 2021.

(f) Redeveloper estimates that the total cost of the Redevelopment Project will be approximately $19,656,375.

(g) Redeveloper has not received notices or communications from any local, state or federal official or body that the activities of Redeveloper respecting the
Redevelopment Project Area or the construction of the Redevelopment Project thereon may be or will be in violation of any law or regulation.

(h) Redeveloper will use its best efforts to obtain or to cause its agents to obtain, in a timely manner, all required permits, licenses and approvals and to meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met for the Redevelopment Project to be lawfully constructed, occupied or operated.

(i) The execution and delivery of this Redevelopment Contract, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Redevelopment Contract are not prevented or limited by and will not conflict with or result in a breach (i) of any provision of any evidence of indebtedness, agreement or instrument of whatever nature to which Redeveloper is now a Party or by which it is bound; or (ii) of any past, pending or threatened litigation, court order, or administrative proceeding, by which Redeveloper is or might become bound.

(j) Redeveloper acknowledges and agrees that the City shall not be obligated to pay any costs related to the Redevelopment Project other than costs to be paid from available TIF Revenues (defined below), if any, and Redeveloper hereby undertakes and agrees to pay any and all such cost. All costs (both public and private) of the Redevelopment Project shall be paid in full and there are and shall be no construction liens unpaid against the Redevelopment Project Area or any of the improvements thereon. Redeveloper agrees to provide for the construction of both the Redevelopment Project public and private improvements located within the Redevelopment Project Area as described in the Plan or as described in this Redevelopment Contract, except to the extent that the City otherwise agrees by separate written agreement with Redeveloper.

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

(l) Redeveloper agrees that any contractor providing services related to the Redevelopment Project will utilize the federal immigration verification system, as defined in Section 4-114, Neb. Rev. Stat. 2012, to determine the work eligibility status of new employees physically performing services on the Redevelopment Project.
(m) Redeveloper owns or has contracted to purchase the Redevelopment Project Area, in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Redevelopment Contract by Redeveloper.

(n) Any general contractor chosen by Redeveloper or Redeveloper itself shall obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations of at least $1,000,000 per occurrence and $2,000,000 in the aggregate, and a penal bond as required by the Act and section 9 of this Redevelopment Contract, as applicable. The City and Redeveloper shall be named as additional insureds. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Redevelopment Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include “All Risk” insurance for physical loss or damage. The contractor with respect to any specific contract or Redeveloper shall also carry insurance on all stored materials. The contractor or Redeveloper, as the case may be, shall furnish the City with a certificate of insurance evidencing policies as required above upon written request therefor by the City. Such certificates shall state that the insurance companies shall give the City prior written notice in the event of cancellation of or material change in any of the policies.

(o) At all times during the term of this Redevelopment Contract, Redeveloper shall maintain policies insuring the improvements located within the Redevelopment Project Area in an amount equal to at least ninety percent (90%) of their full insurable value.

(p) Redeveloper intends to market the residences within the Redevelopment Project exclusively to tenants that are fifty-five (55) years of age or older; provided that Redeveloper shall not be in violation of this representation and warranty so long as Redeveloper and the Redevelopment Project are in compliance with Title VIII of the Civil Rights Act of 1968 ("Fair Housing Act"), as amended by the Housing for Older Persons Act of 1995 ("HOPA"), as may be further amended or supplemented.

Section 2. Incorporation of Plan; Phasing.

This Redevelopment Contract hereby incorporates the Plan by this reference. The City and Redeveloper anticipate that Redeveloper will construct the Redevelopment Project in three (3) phases. The Parties anticipate that one (1) note will be issued for all Phases. Each Phase of the Redevelopment Project will specifically identify the specific lot or lots within the Redevelopment Project Area that will be developed in that Phase. Redeveloper and the City anticipate that such lots will be created via administrative consolidation and subdivision of the existing tax parcels within the Redevelopment Project Area following the execution of this Redevelopment Contract. Each Phase will have a different "effective date" (as defined in the
Act) for the division of ad valorem taxes along with a new increment period. The increment for each Phase will end after expiration of the applicable 15 year period under the Act (for such Phase) or at the maturity date of the TIF Note, whichever occurs first. The applicable effective dates will be established by Redevelopment Contract Amendments (defined below).

In accordance with Section 18-2147 of the Act, the City hereby provides that any ad valorem tax on any lot or lots located in the Redevelopment Project Area which is/are properly identified from time to time by the Redeveloper (such Lot or Lots being referred to herein as a “Phase”) for the benefit of any public body be divided as set forth below. The Redeveloper shall identify such lot or lots in the form of amendment attached hereto as Exhibit “D” (each, a “Redevelopment Contract Amendment”). The applicable ad valorem tax shall be divided for a period of fifteen (15) years (for each Phase) from the effective date set forth in the applicable Redevelopment Contract Amendment, consistent with the Redevelopment Plan.

Provided that Redeveloper is then in compliance with the terms and conditions of this Redevelopment Contract and applicable law, the City shall be obligated to execute the appropriate Redevelopment Contract Amendments and otherwise comply with the terms of this Section for the capture of the tax increment for the applicable portion of the Redevelopment Project Area. Specifically, provided a Redevelopment Contract Amendment is delivered to the City no later than July 1 of the calendar year of the effective date of such Phase (or later if allowed in the sole discretion of the City; but in no event later than July 20th of such year), the City shall: (a) execute the Redevelopment Contract Amendment, and (b) file before August 1 of such year a “Notice to Divide Tax for Community Redevelopment Project” for such Phase with the office of the Dodge County Treasurer and Dodge County Assessor, without requirement of additional hearings or public notice.

Section 3. Collection of TIF Revenues and Issuance of TIF Note.

To provide for payment of some of the costs of the Redevelopment Project that are eligible for reimbursement under the Act ("Eligible Costs"), as set forth in the Plan and this Redevelopment Contract, as described in Exhibit "C", attached hereto and incorporated herein, the City shall proceed to issue the TIF Note in the principal amount of $3,949,100 at a rate of 5.0%, in the form attached hereto and incorporated herein as Exhibit "E". In consideration of Redeveloper undertaking the Redevelopment Project, the City shall issue the TIF Note to Redeveloper no earlier than thirty (30) days after the execution of this Redevelopment Contract, and no later than sixty (60) days following the execution of this Redevelopment Contract.

The TIF Note shall constitute a limited obligation of the City payable exclusively from that portion of the incremental ad valorem real estate taxes generated from the Redevelopment Project pursuant to section 18-2147 of the Act (the "TIF Revenues") and collected for a period not to exceed fifteen (15) years from the effective date of each Phase. Upon receipt, the City shall deposit the TIF Revenues with the Treasurer of the City, and the Treasurer shall place the TIF Revenues in a special fund established solely to make payments on the TIF Note (the "TIF Fund"). On the dates set forth in the TIF Note, or such other dates that the TIF Revenues become available, the Treasurer shall disburse the TIF Revenues collected and available in the TIF Fund to Redeveloper as reimbursement of the Eligible Costs, to the extent paid by
Redeveloper, as evidenced by paid invoices or other evidence acceptable to the City; each such reimbursement shall be and constitute a grant to Redeveloper made under the terms on this Redevelopment Contract and the Act. Unless otherwise determined appropriate by the City, the TIF Note shall be issued on the basis of interest which is includable in income for both federal and Nebraska State income taxes.

Section 4. **Covenants With Respect to Taxation of Redevelopment Project.**

Redeveloper agrees with respect to the Redevelopment Project as follows:

(a) Until the termination of this Redevelopment Contract (as described in Section 18 hereof), the Redevelopment Project shall be operated for the use substantially similar to that contemplated in the Plan and no sale or conveyance of such property shall be made to any person or entity for ownership or use which would cause the real property within the Redevelopment Project Area to be eligible for exemption from ad valorem taxes under Section 77-202 R.R.S. Neb. 2009, as now existing or hereafter amended, or any successor provision thereto, and that it will not make application for any structure, or any portion thereof, to be taxed separately from the underlying land of any lot.

(b) Redeveloper intends to create an aggregate taxable real property valuation of the Redevelopment Project Area of $19,656,375 by January 1, 2022 (the "Minimum Valuation"). During the period that the TIF Note is outstanding, Redeveloper, its successors and assigns, including subsequent purchasers of land within the Redevelopment Project Area, will not protest a real estate property valuation, as determined by the appropriate assessing and taxing officials of Dodge County, Nebraska, for purposes of local ad valorem real estate taxes at or below the Minimum Valuation; provided that if the aggregate real property valuation of the Redevelopment Project Area exceeds the Minimum Valuation, Redeveloper may protest such valuation down to, but not below, the Minimum Valuation.

(c) If, during the period of this Redevelopment Contract and after the filing of a notice to divide, a portion of the Redevelopment Project Area is assessed at less than the Minimum Valuation, Redeveloper agrees to defer receipt of any shortfall in TIF Revenues caused thereby. If Redeveloper is required to defer the receipt of any such shortfall amounts, Redeveloper shall be entitled to receive reimbursement of any such shortfall payment to the extent incremental ad valorem taxes later become available during the fifteen (15) year period prescribed by the Act (for each Phase) in an amount in excess of the amount necessary to meet the current debt service payments. If Redeveloper has monetized the TIF Note by pledging it to its lender, Redeveloper shall solely be responsible for all payments due to such lender regardless of a shortfall. Redeveloper shall forgive any shortfall amounts not reimbursed at maturity of the TIF Note.
(d) Redeveloper, its successors and assigns, including subsequent purchasers of land within the Redevelopment Project Area, further agree as follows:

(i) to pay all local ad valorem real estate taxes for the Redevelopment Project Area as levied and assessed before the same become delinquent; and

(ii) not to seek any administrative review or judicial review of the applicability or validity of any tax statute relating to taxation of the Redevelopment Project or to raise such inapplicability or invalidity as a defense in any administrative or judicial proceedings; and

(iii) not to seek any tax deferral or tax abatement with respect to local ad valorem taxes, either as presently or prospectively authorized under any law of the State of Nebraska or federal law with respect to the Redevelopment Project; and

(iv) to pay or cause to be paid, when due and before any fine, penalty, interest or cost may be added thereto for the non-payment thereof, all water and sewer rates and charges, occupancy tax, special assessments and other governmental levies and charges which are assessed, levied, confirmed, imposed or become payable with respect to the Redevelopment Project; provided, however, that any special assessments levied for water, sewer or paving improvements shall be permitted to be paid as the same fall delinquent and may bear interest from the date of levy or other appropriate date set by the levying body; and

(v) to retain copies of all supporting documents (as defined under section 18-2119(4) of the Act) actually generated and received by redeveloper in relation to the Redevelopment Project or Plan until the expiration of three years following the end of the last fiscal year in which ad valorem taxes were divided in relation to the Redevelopment Project.

Section 5. **Release and Indemnification.**

Redeveloper hereby releases from and covenants and agrees that the City, together with its governing body, officers, agents, including their independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purpose of this Section 4, collectively the “Indemnified Parties”) shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect arising from the Redevelopment Project or within the Redevelopment Project Area. Provided, however, such release shall not be deemed to include such liability actions as arise directly out of the willful misconduct of the City.

Additionally, the Indemnified Parties shall not have any pecuniary obligation or monetary liability under this Redevelopment Contract. The obligation of the Indemnified Parties on the
TIF Note or any indebtedness contemplated hereunder shall be limited solely to the incremental ad valorem taxes generated from the Redevelopment Project pledged as security for such indebtedness. Specifically, but without limitation, the Indemnified Parties shall not be liable to Redeveloper or any other third party for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder.

Section 6. Covenants to Run with the Land; Easement; Recording of Redevelopment Contract.

Redeveloper and City agree and acknowledge that this Redevelopment Contract and the undertakings of Redeveloper and the City as herein provided for shall be considered as and constitute covenants running with the land binding upon Redeveloper and the City and their successors and assigns and upon each successive owner of the Redevelopment Project Area or any portion thereof. Redeveloper and the City further agree and acknowledge that a memorandum of this Redevelopment Contract, in substantially the same form attached as Exhibit "F", shall be recorded at the expense of Redeveloper against all real estate located in the Redevelopment Project Area and shall remain of record until the TIF Note has been paid in full or matured. The City shall have the authority to execute such memorandum(s) without additional public determinations or meetings. After the TIF Note has been paid in full, Redeveloper or any successor or assign of Redeveloper shall have the right to request in writing and the City shall, upon such request, execute and deliver an appropriate instrument evidencing the termination of this Redevelopment Contract and of the covenants and undertakings herein provided. The City and Redeveloper shall have the right, from time to time, to release specific parcels or lots located within the Redevelopment Project Area from any or all of the specific provisions of this Redevelopment Contract via a written agreement between the Parties.

Section 7. Default and Remedies upon Default.

Redeveloper and City agree with respect to any defaults or failures of performance by Redeveloper or City as follows:

(a) The following shall constitute “Events of Default” under the terms of this Redevelopment Contract:

(i) failure by Redeveloper or City to observe timely or perform timely any covenant, condition, obligation or agreement on its part to be observed or performed under this Redevelopment Contract;

(ii) any representation or warranty made herein by Redeveloper or City proves untrue in any respect reasonably deemed to be material by the City or Redeveloper;

(iii) an event of default or material breach by or attributable to Redeveloper or City relating to the Redevelopment Project or any portion thereof, including, without limitation, breach of the terms of any agreement or other instrument relating to the financing or construction thereof; or
(iv) Redeveloper makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt or petitions for an order for relief, petitions or applies to any tribunal for the appointment of any receiver or any trustee or a debtor in possession of Redeveloper or any part of its property or commences any proceeding related to Redeveloper under any reorganization, arrangement, readjustment of debt, dissolution or liquidation act, code, law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against Redeveloper any such proceedings and Redeveloper by any act indicates its consent or approval of or acquiescence in any such proceeding or the appointment of any receiver or any trustee or debtor in possession for Redeveloper or any part of its property or suffers any such receivership or trusteeship.

(b) Whenever an Event of Default occurs, in addition to all other remedies available to the City or Redeveloper at law or in equity, the City or Redeveloper may take such action at law or in equity as the City or Redeveloper reasonably deem appropriate, including specific performance or injunction to enforce or compel performance of the provisions of this Redevelopment Contract; provided that the remedy of specific performance against Redeveloper shall not include or be construed to include the covenant to build or construct the Redevelopment Project.

(c) If at any time during the term of this Redevelopment Contract an Event of Default shall occur and remain continuing and uncured for a period of more than sixty (60) days after written notice from the City to Redeveloper of such Event of Default, the aggregate amount of all grants paid to Redeveloper (including principle and interest) for improvements shall stand forfeited and Redeveloper shall be required to repay the same to the City within thirty (30) days' written demand thereof. Provided, however, the remedy set forth in this provision shall not apply if construction of the Redevelopment Project, or a Phase of the Redevelopment Project, as applicable, has been completed and is assessed at or above the Minimum Valuation.

(d) No remedy herein conferred upon or reserved to the City or the registered owner of the TIF Note is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Redevelopment Contract or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

(e) If any provision of this Redevelopment Contract is breached by a Party and thereafter waived by the other Party, such waiver shall be limited to the particular
breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

(f) Anything in this Section 6 to the contrary notwithstanding, none of the events described in subsection 6(a)(iv) above shall constitute an Event of Default after completion of the Redevelopment Project and payment of the TIF Note in full.

Section 8. Status of City.

The City shall not be regarded as the partner, joint venturer or other jointly acting party with Redeveloper for any purpose whatsoever and the undertakings and agreements on the part of the City herein provided for are undertaken solely pursuant to the provisions of sections 18-2101 to 18-2150 of the Act and for the limited governmental purposes of promoting and encouraging redevelopment of a blighted and substandard area. Redeveloper acknowledges that Redeveloper or its successors and assigns are and shall remain in control of the Redevelopment Project for all purposes provided that Redeveloper acknowledges and agrees that the City is and shall be the owner of and shall be in control of all public street, sewer and water improvements constituting a part of or serving the Redevelopment Project.

Section 9. Indemnification and Penal Bond

Redeveloper hereby agrees to indemnify and save the City harmless for any payment or liability to which the City may become subject for carrying out of any contract entered into by Redeveloper with respect to the Redevelopment Project. Redeveloper agrees to provide to the City evidence that there is in effect a bond for the payment costs as required under Section 18-2151 of the Act, if applicable.

Section 10. Subdivision Agreement

Subsequent to the execution of this Redevelopment Contract, Redeveloper and the City shall enter into a subdivision agreement in a form substantially similar to that attached hereto as Exhibit "G" (the "Subdivision Agreement").

Section 11. Additional Parties Added as Redeveloper

The Parties specifically agree that additional parties or entities may be admitted to and included within the meaning of the term “Redeveloper” upon the mutual written consent of both Parties.

Section 12. Redevelopment Contract Binding Upon Successors and Assigns

This Redevelopment Contract is made for the benefit of Redeveloper, the City and the registered owners from time to time of the TIF Note as third party beneficiaries. This Redevelopment Contract shall be binding upon the City and Redeveloper, and any successors or assigns thereof. Redeveloper may assign its interest in the Redevelopment Project only upon receipt of prior written consent from the City. The City and Redeveloper acknowledge and agree
that, in the event Redeveloper assigns its rights and obligations under this Redevelopment Contract, in whole or in part, to any assignee, Redeveloper and the assignee shall both be bound by the terms of the Plan and this Redevelopment Contract (as and to the extent of any such assignment with respect to the Assignee). No assignment by Redeveloper to the Assignee shall be effective until a written instrument binding the assignee under the terms of the Plan and this Redevelopment Contract (as and to the extent of such assignment), duly acknowledged and in recordable form, has been executed and delivered by the Assignee and recorded in the real estate records of Dodge County, Nebraska, with respect to the Redevelopment Project Area.

Section 13.  Titles of Sections.

Any titles of the several Sections of this Redevelopment Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions hereof.


Except as otherwise specified herein, all notices hereunder shall be in writing and shall be given to the relevant Party at its address set forth below, or such other address as such Party may hereafter specify by notice to the other given by United States mail or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

(a) in the case of Redeveloper, if mailed to or delivered personally to:

Fremont Enterprises, LLC
1704 North Bell Street #134
Fremont, Nebraska 68025

with a copy to:

Michael D. Sands
Baird Holm LLP
1700 Farnam Street
Suite 1500
Omaha, NE 68102

(b) in the case of City, if mailed to or delivered personally to:

City Clerk
City of Fremont
400 E Military Ave
Fremont, NE 68025

Each such notice, request or other communication shall be effective (i) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return
receipt requested, addressed as aforesaid or (ii) if given by any other means, when delivered at
the addresses specified in this Section 13 or at any such other address with respect to any such
Party as that Party may, from time to time, designate in writing and forward to the other Party as
provided in this section.

Section 15.  Severability.

If any provision of this Redevelopment Contract shall be held or deemed to be or shall, in
fact, be inoperative or unenforceable as applied in any particular case, for any reason, such
circumstances shall not have the effect of rendering the provision in question inoperative and
unenforceable in any other case or circumstance, or of rendering any other provision or
provisions herein contained, invalid, inoperative or unenforceable to any extent whatever. The
invalidity of any one or more phrases, sentences, clauses, sections or paragraphs in this
Redevelopment Contract shall not affect the remaining portions of this Redevelopment Contract
or any part thereof.

Section 16.  Counterparts.

This Redevelopment Contract may be executed in any number of counterparts, each of
which shall constitute one and the same instrument.

Section 17.  Law Governing.

The Parties agree that this Redevelopment Contract shall be governed and construed in
accordance with the laws of Nebraska.

Section 18.  Time of the Essence.

Time shall be of the essence of this Redevelopment Contract.

Section 19.  Termination.

This Redevelopment Contract shall commence as of the date first above written and shall
terminate upon the earlier of the maturity date set forth in the TIF Note or payment of all
principal and interest owed toward the TIF Note.

Section 20.  Force Majeure Event.

Neither Redeveloper nor the City shall be considered in breach of, or in default in its
obligations with respect to any of the obligations under this Redevelopment Contract in the event
that an enforced delay in the performance of such obligations due to unforeseeable causes
beyond its control and without its fault or negligence, caused by a Force Majeure Event, which is
defined herein as any failure or delay in performance by a Party that is proximately caused by
acts of God, or wars or insurrections; it being the purpose and intent of this provision that in the
event of the occurrence of any such enforced delay, the time or times for performance of the
obligations of Redeveloper or the City, as the case may be, shall be extended for the period of the
enforced delay as determined by the mutual agreement of Redeveloper and the City; provided, that Redeveloper or the City, as the case may be, shall, within twenty (20) days after the beginning of any such enforced delay, have notified Redeveloper or the City (as applicable) in writing of the cause or causes thereof, and requested an extension for the period of the enforced delay.

Section 21. **Effect of Redevelopment Contract.**

This Redevelopment Contract (including the Plan as incorporated by reference) constitutes the entire understanding by and between the Parties concerning the subject matter hereof, and supersedes and replaces all prior agreements. No other prior or contemporaneous representations, inducements, promises or agreements, oral or otherwise, between or among the Parties relating to the subject matter hereof and not embodied in this Redevelopment Contract shall be of any force and effect.

(The remainder of this page is intentionally left blank)
IN WITNESS WHEREOF, the City and Redeveloper have caused this Redevelopment Contract to be executed by their duly authorized representatives.

MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, as governing body of the Community Development Agency of the City of Fremont, Nebraska

By: __________________________________________
   Mayor

ATTEST:

__________________________________________
City Clerk

STATE OF NEBRASKA )
COUNTY OF DODGE ) ss.

The foregoing instrument was acknowledged before me this ____ day of ____________, 2019, by ______________, Mayor, and ______________, City Clerk, of the governing body of the Community Development Agency of the City of Fremont, Nebraska on behalf of such agency.

(S E A L) _______________________________________
Notary Public
FREMONT ENTERPRISES, LLC, a Nebraska limited liability company

By: ________________________________

Name: Brian M. Zubert

Title: Manager

STATE OF ______________ )
COUNTY OF ____________ ) ss.

The foregoing instrument was acknowledged before me this _____ day of ________, 2019, by Brian M. Zubert, Manager of Fremont Enterprises, LLC, a Nebraska limited liability company, on behalf of the company.

(S E A L)

Notary Public
Exhibit "A"
Redevelopment Project Area

Depiction of Existing Redevelopment Project Area (outlined in red):
Legal Description:
Lot 1, Fountain Springs Second Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska,
AND
Lot 2, Fountain Springs Second Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska,
AND
Lot 2, Fountain Springs Third Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska,
AND
Lot 1, Fountain Springs Fourth Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska,
AND
Lot 2, Fountain Springs Fourth Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska,
TOGETHER WITH
All public rights-of-way contiguous thereto.

* Subsequent to the approval of this Redevelopment Contract, Redeveloper intends to administratively consolidate and subdivide the Redevelopment Project Area, or a portion thereof, as shown on Exhibit "B". Subsequent to said administrative consolidation and subdivision, as applicable, the above legal description shall be replaced with the legal description provided in the administrative consolidation or subdivision, as applicable, of the Redevelopment Project Area approved by the City.
Exhibit "B"
Redevelopment Project Phases and Site Plan

(See attached)*

* The attached documents are preliminary in nature and subject to change.
Exhibit "C"

Redevelopment Project Description and Projected TIF Sources and Uses

The Redevelopment Project will consist of the construction of approximately 216 market rate residential units primarily for residents age 55 and over, 266 surface level parking stalls, 110 garage stalls, an office for the apartment complex staff, a community room or clubhouse, a gazebo covered picnic area, and trail and sidewalk extensions, together with all infrastructure and other improvements necessary to support the apartment complex. Redevelopment will require the construction of the public improvements listed below as "Eligible Costs", as shown on Exhibit "B" and detailed under Section G of the Plan.

**Projected Sources and Assumptions:**

- **Base Tax Amount of Redevelopment Project Area**: $696,390
- **Post-Redevelopment Valuation**: $19,656,375
- **Tax Levy**: 2.0845580
- **TIF Revenues/Year (average)**: $401,278
- **Total Potential TIF Revenues**: $6,019,170
- **TIF Note Amount**: $3,949,100
- **Interest Rate on TIF Note**: 5.0%

<table>
<thead>
<tr>
<th>Phase</th>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Effective Date</td>
<td>2020</td>
<td>2021</td>
</tr>
<tr>
<td></td>
<td>TIF Period</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>Number of Apartment Buildings</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>Base Value (phase)</td>
<td>$154,753</td>
<td>$309,507</td>
</tr>
<tr>
<td></td>
<td>Base Taxes (phase)</td>
<td>$3,226</td>
<td>$6,452</td>
</tr>
<tr>
<td></td>
<td>Completed Value</td>
<td>$4,368,000</td>
<td>$8,736,000</td>
</tr>
<tr>
<td></td>
<td>Total Taxes</td>
<td>$91,053</td>
<td>$182,107</td>
</tr>
<tr>
<td></td>
<td>Tax Increment</td>
<td>$87,827</td>
<td>$175,655</td>
</tr>
<tr>
<td></td>
<td>less 1% fee</td>
<td>$86,949</td>
<td>$173,898</td>
</tr>
<tr>
<td></td>
<td>Phase Years</td>
<td>1 to 15</td>
<td>2 to 16</td>
</tr>
</tbody>
</table>
### Projected Amortization:

<table>
<thead>
<tr>
<th>DATE</th>
<th>Taxable Valuation</th>
<th>Less Pre-TIF Development</th>
<th>Total Taxable Valuation</th>
<th>Taxable Levy</th>
<th>Revenues</th>
<th>1% Collection Fee</th>
<th>Available for TIF Loan</th>
<th>Interest at 5.00%</th>
<th>Total Interest at 5.00%</th>
<th>Loan Balance</th>
<th>Total Capitalized Interest</th>
<th>Interest at 5.00%</th>
<th>Total</th>
<th>5.00%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0</td>
<td>$4,213,247</td>
<td>0</td>
<td>$4,213,247</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$3,949,100</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>$4,213,247</td>
<td>0</td>
<td>$4,213,247</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$3,949,100</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>$12,942,795</td>
<td>0</td>
<td>$12,942,795</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$10,993,882</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>$12,942,795</td>
<td>0</td>
<td>$12,942,795</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$10,993,882</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.5</td>
<td>$18,959,985</td>
<td>0</td>
<td>$18,959,985</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,914,930</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>$18,959,985</td>
<td>0</td>
<td>$18,959,985</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,914,930</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.5</td>
<td>$18,959,985</td>
<td>0</td>
<td>$18,959,985</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,914,930</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>$18,959,985</td>
<td>0</td>
<td>$18,959,985</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,914,930</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.5</td>
<td>$18,959,985</td>
<td>0</td>
<td>$18,959,985</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,914,930</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>$18,959,985</td>
<td>0</td>
<td>$18,959,985</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,914,930</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.5</td>
<td>$18,959,985</td>
<td>0</td>
<td>$18,959,985</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,914,930</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>$18,959,985</td>
<td>0</td>
<td>$18,959,985</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,914,930</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.5</td>
<td>$18,959,985</td>
<td>0</td>
<td>$18,959,985</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,914,930</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>$18,959,985</td>
<td>0</td>
<td>$18,959,985</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,914,930</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.5</td>
<td>$18,959,985</td>
<td>0</td>
<td>$18,959,985</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,914,930</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>$18,959,985</td>
<td>0</td>
<td>$18,959,985</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,914,930</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.5</td>
<td>$18,959,985</td>
<td>0</td>
<td>$18,959,985</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,914,930</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>$18,959,985</td>
<td>0</td>
<td>$18,959,985</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,914,930</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.5</td>
<td>$18,959,985</td>
<td>0</td>
<td>$18,959,985</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,914,930</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>$18,959,985</td>
<td>0</td>
<td>$18,959,985</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,914,930</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.5</td>
<td>$18,959,985</td>
<td>0</td>
<td>$18,959,985</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,914,930</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>$18,959,985</td>
<td>0</td>
<td>$18,959,985</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,914,930</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.5</td>
<td>$18,959,985</td>
<td>0</td>
<td>$18,959,985</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,914,930</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>$18,959,985</td>
<td>0</td>
<td>$18,959,985</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,914,930</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.5</td>
<td>$18,959,985</td>
<td>0</td>
<td>$18,959,985</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,914,930</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>$18,959,985</td>
<td>0</td>
<td>$18,959,985</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,914,930</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.5</td>
<td>$18,959,985</td>
<td>0</td>
<td>$18,959,985</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,914,930</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>$18,959,985</td>
<td>0</td>
<td>$18,959,985</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,914,930</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.5</td>
<td>$18,959,985</td>
<td>0</td>
<td>$18,959,985</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,914,930</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>$18,959,985</td>
<td>0</td>
<td>$18,959,985</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,914,930</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.5</td>
<td>$18,959,985</td>
<td>0</td>
<td>$18,959,985</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$16,914,930</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>$15,277,084</td>
<td>0</td>
<td>$15,277,084</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$12,237,164</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.5</td>
<td>$15,277,084</td>
<td>0</td>
<td>$15,277,084</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$12,237,164</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>$6,547,536</td>
<td>0</td>
<td>$6,547,536</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$4,516,036</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

|             | $6,079,964        | $60,794                   | $6,019,170                | $4,060,994             | $1,958,176                   | $6,019,170         | $111,887                   | $2070063         | $3,949,100             |                           |                |       |      |

Original Loan Amount: $3,949,100
Capitalized Interest: $111,887
Assumptions:
Loan Balance Remaining: $0
1. Loan Amount: $3,949,100
2. Interest Rate: 5.00%

* The above numbers are estimates and subject to change.

Exhibit "C"
**Projected Uses ("Eligible Costs"):**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Acquisition</td>
<td>$1,150,000</td>
</tr>
<tr>
<td>Building Permit</td>
<td>$168,975</td>
</tr>
<tr>
<td>Soil &amp; Material Testing</td>
<td>$10,000</td>
</tr>
<tr>
<td>City Sidewalks &amp; Trails Extensions</td>
<td>$83,000</td>
</tr>
<tr>
<td>Sanitary Sewer and Water Extensions</td>
<td>$297,000</td>
</tr>
<tr>
<td>Sewer &amp; Water Permits</td>
<td>$7,830</td>
</tr>
<tr>
<td>Soil Correction/Mitigation/Excavation/Storm Water</td>
<td>$900,000</td>
</tr>
<tr>
<td>Landscaping</td>
<td>$270,000</td>
</tr>
<tr>
<td>Street Lighting</td>
<td>$3,400</td>
</tr>
<tr>
<td>Surface Level Concrete Work</td>
<td>$1,946,400</td>
</tr>
<tr>
<td>Picnic Area</td>
<td>$25,000</td>
</tr>
<tr>
<td>Development Fee (TIF-eligible portion of total)</td>
<td>$210,000</td>
</tr>
<tr>
<td>Contractor's Fee &amp; Overhead (TIF-eligible portion of total)</td>
<td>$742,076</td>
</tr>
<tr>
<td>Architecture and Engineering fees</td>
<td>$205,294</td>
</tr>
<tr>
<td>Capitalized Interest on TIF Loan</td>
<td>$462,199</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$18,000</td>
</tr>
</tbody>
</table>

**TOTAL USES:** $6,499,174

* The above figures are only estimates of the Eligible Costs and such actual costs will be reflected in the cost certifications required under Section 3 of the Redevelopment Contract.

** Eligible Costs are projected to be in excess of $3,949,100, but the TIF Note is limited to $3,949,100, which is approximately the sum generated by the projected incremental ad valorem real property taxes collected in relation to the Redevelopment Project and paid as debt service on the TIF Note at a 5.0% interest rate.

*** All Eligible Costs contemplated in the Plan and not otherwise specified herein shall be included as Eligible Costs for purposes of this Redevelopment Contract under this Exhibit "C".
Exhibit "D"

Form of Redevelopment Contract Amendment

AMENDMENT TO REDEVELOPMENT CONTRACT
(THE FOUNTAIN SPRINGS REDEVELOPMENT PROJECT)

This Amendment to Redevelopment Contract (The Fountain Springs Redevelopment Project) (this "Amendment") is made and entered by and between Fremont Enterprises, LLC, a Nebraska limited liability company ("Redeveloper"), and the City Council of the City of Fremont, Nebraska, as the governing body of the Community Development Agency of the City of Fremont, Nebraska (the “City”), and is effective as of the ____ day of __________, 20___ (the "Effective Date").

RECITALS

WHEREAS, Redeveloper and the City entered into that certain Redevelopment Contract between Redeveloper and City dated ______________, 2019 ("Redevelopment Contract"); and

WHEREAS, pursuant to Section 2 of the Redevelopment Contract, Redeveloper and the City wish to amend the Redevelopment Contract in accordance with the terms of this Amendment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Redeveloper and the City agree as follows:

1. Amendment: The Parties hereby amend and supplement the Redevelopment Contract in accordance with the following terms:

   (a) This Amendment incorporates a new Phase of the Redevelopment Project ("Phase ___") which shall include the following lot(s) in the Redevelopment Project Area:

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

   (b) The effective date for Phase ___ shall be _________________, 20__.

   (c) The base year valuation for Phase ___ shall be the year 20__.

   (d) The City shall collect TIF Revenues on that portion of the Redevelopment Project Area detailed above for payment on the TIF Note in accordance with Section 3 of the Redevelopment Contract.

2. Miscellaneous. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. The Parties shall execute and deliver any
further and additional instruments, agreements, and other documents as may be necessary to 
evidence or carry out the provisions of this Amendment. This Amendment shall modify only 
those terms of the Redevelopment Contract expressly set forth and modified in this Amendment. 
No implied or other modification of the Redevelopment Contract is intended or effective. 
Except as specifically modified by this Amendment, the Redevelopment Contract shall remain in 
full force and effect. In the event of a conflict between the terms of this Amendment and the 
Redevelopment Contract, the terms of this Amendment shall control. Capitalized words 
contained herein shall be defined as set forth in the Redevelopment Contract unless otherwise 
defined herein. This Amendment may be executed in two or more counterparts, each of which 
shall be deemed an original, but all of which taken together shall constitute one and the same 
instrument. Signatures to this Amendment transmitted by facsimile, sent by email (including 
".pdf"), or delivered by other electronic means shall be valid and effective to bind the Party so 
signing.

(Signatures on following pages)
IN WITNESS WHEREOF, the City and Redeveloper have caused this Redevelopment Contract to be executed by their duly authorized representatives.

MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, as governing body of the Community Development Agency of the City of Fremont, Nebraska

By: ________________________________
    Mayor

ATTEST:

______________________________
City Clerk

STATE OF NEBRASKA )
       ) ss.
COUNTY OF DODGE )

The foregoing instrument was acknowledged before me this _____ day of _____________, 2019, by ________________, Mayor, and ________________, City Clerk, of the governing body of the Community Development Agency of the City of Fremont, Nebraska on behalf of such agency.

(S E A L)

______________________________
Notary Public
FREMONT ENTERPRISES, LLC, a Nebraska limited liability company

By: ______________________________________

Name: Brian M. Zubert

Title: Manager

STATE OF ______________ )

) ss.

COUNTY OF ____________)

The foregoing instrument was acknowledged before me this _____ day of ________, 2019, by Brian M. Zubert, Manager of Fremont Enterprises, LLC, a Nebraska limited liability company, on behalf of the company.

(S E A L)

____________________________________

Notary Public

Exhibit "D"
Exhibit "E"
TIF Note

(See attached)
THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "'33 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE '33 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE '33 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE CITY OF OMAHA PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE CITY OF OMAHA TO THE EFFECT THAT REGISTRATION UNDER THE '33 ACT IS NOT REQUIRED.

REDEVELOPMENT PROMISSORY NOTE
(THE FOURNAMES REDEVELOPMENT PROJECT)

$3,949,100.00                           ______________________, 2019

FOR VALUE RECEIVED, the undersigned, City Council of the City of Fremont, Nebraska, as the governing body of the Community Development Agency of the City of Fremont, Nebraska (hereinafter known as "Borrower"), promises to pay Fremont Enterprises, LLC, a Nebraska limited liability company, address: c/o Anew Development, 13761 US Hwy 30, Blair, Nebraska 68008 ("Holder"), and/or its assigns, the principal sum of Three Million Nine Hundred Forty-Nine Thousand One Hundred and No/100 Dollars ($3,949,100.00), together with interest thereon at the rate of 5.0% per annum from January 1st of the year ad valorem real estate taxes levied upon the Redevelopment Project Area are divided in accordance with Sections 2 and 3 of that certain Redevelopment Contract (The Fountain Springs Redevelopment Project), dated the ____ day of __________________, 2019, by and between the Borrower and the Holder (the "Redevelopment Contract"), until the earlier of the payment of this Redevelopment Promissory Note in full or December 31, 2037. The principal balance and interest thereon shall be due and payable to the Holder of this Redevelopment Promissory Note as and at such time as any excess ad valorem taxes generated by the Redevelopment Project as set forth in Redevelopment Contract are collected by the Borrower and available for the retirement of this debt.

In the event of default under this Redevelopment Promissory Note, all sums secured by this Redevelopment Promissory Note or any other agreement securing this Redevelopment Promissory Note shall bear interest at a rate equal to five percent (5%) above the prime rate as published by the Wall Street Journal from time-to-time; however, in the event said interest rate exceeds the maximum rate allowable by law, then such rate of interest shall equal the highest legal rate available.
The Borrower may prepay the principal amount outstanding in whole or in part, without penalty or the prior consent of the Holder.

Pursuant to Sections 18-2124 and 18-2150, R.R.S. Neb. 2012, said portion of taxes has been pledged for the payment of this Redevelopment Promissory Note, both principal and interest as the same fall due or become subject to mandatory redemption. This Redevelopment Promissory Note shall not constitute a general obligation of the Borrower and the Borrower shall be liable for the payment thereof only out of said portion of taxes as described in this paragraph. This Redevelopment Promissory Note shall not constitute an obligation of the State of Nebraska or of the City of Fremont (except for such receipts as have been pledged pursuant to said Sections 18-2124 and 18-2150 R.R.S. Neb. 2012) and neither the State of Nebraska nor the City of Fremont shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged as described above in this paragraph). Neither the members of the Holder's governing body nor any person executing this Redevelopment Promissory Note shall be liable personally on this Redevelopment Promissory Note by reason of the issuance hereof.

This Redevelopment Promissory Note is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Borrower upon surrender of this Redevelopment Promissory Note for notation of transfer as provided on the reverse hereof.

In the event the monies collected and held in that special fund established under Section 18-2147 of the Nebraska Revised Statutes and pursuant to the Redevelopment Contract are insufficient to pay in full all amounts due and owing after all excess ad valorem taxes generated by the Redevelopment Project, as set forth in the Redevelopment Contract, have been collected by the Borrower and paid, immediately upon being available, towards the retirement of the amounts due hereunder, then the Holder shall waive any unpaid portion of the principal and interest due.

In the event this Redevelopment Promissory Note is referred to an attorney for collection the Holder shall be entitled to reasonable attorney fees allowable by law and all court costs and other expenses incurred in connection with such collection.

The Borrower shall be in default in the event the Borrower shall fail to pay, when due, any amount required hereunder.
Demand, presentment, protest and notice of nonpayment under this Redevelopment Promissory Note are hereby waived.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Redevelopment Promissory Note shall operate as a waiver of such remedy, right or option. In any event, a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion.

Any notice provided for in this Redevelopment Promissory Note to the Borrower or the Holder shall be in writing and shall be given by regular mail to the Holder or Borrower, or at such other address as either party may designate by notice in writing.

This Redevelopment Promissory Note shall be governed by and construed in accordance with the Laws of the State of Nebraska. All payments hereunder shall be payable in lawful money of the United States of America and shall be legal tender for public and private debts at the time of payment.

COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA

By: ________________________________
Chairperson (Council President)

ATTEST:

______________________________
Secretary (City Clerk)
PROVISION FOR REGISTRATION

The ownership of this Redevelopment Promissory Note shall be registered as to both principal and interest on the books and records of the Community Development Agency of the City of Fremont, Nebraska, kept by the City Treasurer, as paying agent and registrar, who shall make notation of such registration in the registration blank below, and the transfer of this Redevelopment Promissory Note may thereafter be registered only upon an assignment duly executed by the registered owner or such owner's attorney or legal representative, in such form as shall be satisfactory to said Treasurer, such registration of transfer to be made on such books and endorsed hereon by said Treasurer.

Date of Registration | Name of Registered Owner | Signature of Treasurer (Paying Agent and Registrar)
---------------------|--------------------------|-----------------------------------------------------
______________, 20___ | Fremont Enterprises, LLC |                                                     

MEMORANDUM OF REDEVELOPMENT CONTRACT

This Memorandum of Redevelopment Contract ("Memorandum") is made this ___ day of __________, 2019, by and between City Council of the City of Fremont, Nebraska, as the governing body of the Community Development Agency of the City of Fremont, Nebraska (the "City"), and Fremont Enterprises, LLC, a Nebraska limited liability company ("Redeveloper").

1. Redevelopment Contract. City and Redeveloper have entered into that certain Redevelopment Contract dated as of ________________, 2019 ("Redevelopment Contract"), describing the public and private improvements being made by the Redeveloper in the Redevelopment Project Area, including the real property owned by Redeveloper and legally described as:

[Insert Legal Description of parcel]

2. Tax Increment Financing. The Redevelopment Contract provides for the capture of the tax-increment financing ("TIF") revenues by the City of the improvements to be made by the Redeveloper for a period not to exceed fifteen (15) years after the effective date (as defined in the Nebraska Community Development Law) for each applicable Phase. The TIF revenues so captured by the City shall be used to reimburse the Eligible Costs incurred by Redeveloper, as described in the Redevelopment Contract.

3. Redevelopment Project Valuation. Redeveloper intends to create an aggregate taxable real property valuation of the Redevelopment Project Area of $19,656,375 by January 1, 2022 (the "Minimum Valuation"). During the period that the TIF Note is outstanding, Redeveloper, its successors and assigns, including subsequent purchasers of land within the Redevelopment Project Area, will not protest a real estate property valuation, as determined by the appropriate assessing and taxing officials of Dodge County, Nebraska, for purposes of local ad valorem real estate taxes at or below the Minimum Valuation; provided that if the aggregate real property valuation of the Redevelopment Project Area exceeds the Minimum Valuation, Redeveloper may protest such valuation down to, but not below, the Minimum Valuation.

4. Remaining Terms. The rest and remaining terms of the Redevelopment Contract are hereby incorporated into this Memorandum as if they were set forth in full. All capitalized terms in this Memorandum that are not otherwise defined herein shall have the same meaning as set forth in the Redevelopment Contract. A full and correct copy of the Redevelopment Contract may be inspected at the City offices in Fremont, Nebraska.

5. Termination of Memorandum. Unless terminated sooner in accordance with the terms of the Redevelopment Contract, this Memorandum shall be deemed to automatically terminate and be released from the above-described real property upon the earlier of payoff or maturity of the TIF Note.
MAYOR AND CITY COUNCIL OF THE CITY
OF FREMONT, NEBRASKA, as governing body
of the Community Development Agency of the City
of Fremont, Nebraska

By: ________________________________
    Mayor

ATTEST:

______________________________
City Clerk

STATE OF NEBRASKA )
    ) ss.
COUNTY OF DODGE    )

The foregoing instrument was acknowledged before me this ___ day of ___________,
2019, by ________________, Mayor, and ________________, City Clerk, of the governing
body of the Community Development Agency of the City of Fremont, Nebraska on behalf of
such agency.

(S E A L)

______________________________
Notary Public
FREMONT ENTERPRISES, LLC, a Nebraska limited liability company

By: ______________________________
Name: Brian M. Zubert
Title: Manager

STATE OF _____________ )
COUNTY OF __________ ) ss.

The foregoing instrument was acknowledged before me this ___ day of _____________, 2019, by Brian M. Zubert, the Manager of Fremont Enterprises, LLC, a Nebraska limited liability company, on behalf of the company.

(S E A L)

Notary Public
Exhibit "G"
Subdivision Agreement

(See attached)
FOUNTAIN SPRINGS APPARTMENTS
SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT (hereinafter referred to as “Agreement”) is
made this ______day of _________ 2019, by and between Fremont Enterprises, LLC, a
Nebraska limited liability Company (hereinafter referred to as “Developer”) and the City
of Fremont, a Nebraska municipal corporation (hereinafter referred to as “City”).

RECITALS:

Developer owns and intends to develop a parcel of land legally described in the
legal description, attached as Exhibit “A”, which area is fully within City’s zoning and
plating jurisdiction; and

Developer desires to provide for the construction, installation, and location of
certain improvements within the “Development Area”, as defined in Section 1; and

Developer and City desire to agree on the method of installation and the
allocation of expenses for the “Public Improvements”, as defined in Section 1; and

City and Developer desire to set forth in this Agreement their respective
understandings and agreements with regard to the development of the Development
Area.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND OF
THE PROMISES HEREIN CONTAINED, IT IS MUTUALLY AGREED THAT THE
FOLLOWING TERMS SHALL GOVERN:

SECTION 1 DEFINITIONS

For the purposes of this Agreement, the following words and phrases shall have
the following meanings:

A. “Cost(s)” of each Private Improvement or Public Improvement shall mean all
construction costs, engineering fees, design fees, attorneys’ fees, inspection
fees, testing expenses, publication costs, financing costs (which shall include
interest), and all other related or miscellaneous costs or expenses incurred by
Developer and/or City in connection with said Private Improvements or Public
Improvements.

B. “Dedicated Street(s)” shall mean those public streets, if any, including curbing
and turn lanes, to be constructed, modified, or improved within: (1) that portion
of the Development Area designated as “dedicated right-of-ways” in Exhibit “B”,
and (2) any other areas to be dedicated as right-of-ways pursuant to any future
replat(s) of the Development Area. This definition shall not be construed to
oblige Developer to dedicate any additional public right-of-ways beyond what
is explicitly depicted on Exhibit “B” nor shall it obligate Developer to replat any portion of the Development Area in the future.

C. “Development Area” shall mean the real property situated within the area identified or depicted in Exhibit “A” and all Dedicated Streets.

D. “Final Plat” shall mean the final plat for administrative consolidation and/or subdivision of the Development Area prepared for filing or recording, at the Developer’s expense, in accordance with applicable regulations.

E. “Lead Agency” shall mean the entity, or entities, responsible for designing, preparing plans for, bidding, installing, or constructing the “Public Improvements”, as defined in this Section, or, alternatively, responsible for engaging a qualified contractor or subcontractor to perform such responsibilities. In the event one entity designs a particular Public Improvement and another entity constructs or installs said Public Improvement, both entities shall be considered Lead Agencies for the purposes of this Agreement.

F. “Party”, when capitalized, shall mean City or Developer, individually, and “Parties”, when capitalized, shall mean City and Developer, collectively.

G. “Private Improvement(s)” shall mean those improvements or betterments required by Developer, or otherwise undertaken by Developer, pursuant to that certain Redevelopment Contract dated July ____, 2019, between City and Developer, on, to, or otherwise benefiting the Development Area other than those improvements identified as Public Improvements in Section 1(H).

H. “Public Improvement(s)” shall mean:

(1) All installations, modifications, or improvements of Dedicated Streets and improvements constructed and installed within the boundaries of the Development, as shown on Exhibit "B".

(2) All stormwater detention facilities as shown on Exhibit "B";

(3) All fire hydrants as shown on Exhibit "B";

(4) All Dedicated Street signage and traffic control signage required by, and meeting the standards of, the “Manual of Uniform Traffic Control Devices” but only if first approved in writing by City’s Public Works Department and only if located at a Dedicated Street intersection within or related to the Development Area, as shown on Exhibit "B";

(5) All “Sanitary and Wastewater Sewers” to be constructed and installed within the boundaries of the Development. Sanitary and Wastewater Sewers shall include all necessary sanitary and wastewater sewer mains, manholes, lines, pipes, and related appurtenances, as shown on the plans and drawings in
Exhibit “B”;

(6) The “Water Distribution System” that is or will be constructed and installed within the boundaries of the Development Area as shown on the plans and drawings in Exhibit “B”;

(7) All “Storm Sewers” which are or will be constructed within the boundaries of the Development Area, including all necessary storm sewers, inlets, manholes, lines, pipes, and related appurtenances; as shown on the plans and drawings in Exhibit “B”;

(8) The electrical utility lines, public street lighting, and other devices or facilities that are or will be constructed and installed by the City within the boundaries of the Development Area (the “Electric Power System”). The Electric Power System shall include all electrical utility lines and other devices (defined in Section 4.A.(1) below) so constructed and installed for the benefit of the Development Area, as approved by the City in conjunction of the City’s conveyance of a building permit for the Public and Private Improvements.

(9) The natural gas main lines and other devices or facilities that are or will be constructed and installed by the City within the boundaries of the Development Area (the “Natural Gas System”). The Natural Gas System shall include all natural gas main lines and other devices so constructed and installed for the benefit of the Development Area, as approved by the City in conjunction of the City’s conveyance of a building permit for the Public and Private Improvements.

SECTION 2 STANDARDS, AUTHORITY, AND DOCUMENTATION

I. Standards for Private Improvements and Public Improvements. If Developer is the Lead Agency for a Public Improvement and for all Private Improvements, Developer shall cause all such Private Improvements and Public Improvements undertaken by Developer, its agents, contractors, or subcontractors to be constructed and installed in accordance with this Agreement and all applicable laws.

J. Prior to Commencing Work on the Public Improvements. Prior to commencing any work in connection with any individual Public Improvement for which Developer is the Lead Agency or is responsible to construct, Developer shall first:

(1) Obtain initial approval from City, as applicable, for the specifications and technical terms of any other agreement(s) or plan(s) for, or relating to, the construction or installation of said individual Public Improvement(s) prior to Developer’s execution of any such agreement(s) or plan(s). Once Developer obtains approval from City, as applicable, Developer shall deliver to the City
Clerk duly executed copies of any agreement(s) or plan(s) for work required for, or otherwise entered into, in connection with said individual Public Improvement. Such agreement(s) or plan(s) shall include, but not be limited to, any required bonds, insurance certifications, and all plans for said individual Public Improvement(s). Any such agreement(s) or plan(s) shall include details describing the manner and means of any additional connections required by or for Public Improvement(s), as applicable, prepared by Developer’s engineer;

(2) Obtain and file of record any permanent easements reasonably required by City, as applicable, for said individual Public Improvement. Public Improvements which may invoke this requirement may include, but are not limited to, sanitary and wastewater sewer lines, storm sewer, water, electric and natural gas lines, and post-construction stormwater management, including all appurtenances, as reasonably determined by the City Engineer. Said easements shall be prepared and filed in a form satisfactory to the City and Developer shall provide a copy of such recorded easements to the City Clerk;

(3) Obtain general liability insurance and performance bonds equivalent to the total construction costs for said individual Public Improvement, and provide a copy of such general liability insurance and performance bonds to the City Clerk; and

(4) Obtain final approval from City and other entities, as applicable, for the construction and installation of said individual Public Improvement and obtain all necessary agreements, permits, and approvals related to the same and provide proof of such final approval from such entities other than City, as applicable, to the City Clerk.

K. No Recourse against City. Any contract(s) entered into by Developer for the construction or installation of any Public Improvement(s) shall provide that the contractor or subcontractor constructing or installing said Public Improvement(s) shall have no recourse against City for any Costs, claims, or matters arising out of, or related to in any way whatsoever, said construction or installation including, without limitation, the Cost for said Public Improvement(s), construction oversight of said Public Improvement(s), the design or preparation of plans and specifications for said Public Improvement(s), or the construction of said Public Improvement(s).

L. All Necessary Agreements, Permits, and Approvals. Prior to commencing any work within any public right-of-way for any Public Improvement for which Developer is Lead Agency or responsible to construct, excluding sidewalks and trails, Developer shall enter into all necessary right-of-way agreements and obtain all necessary permits and approvals from the requisite governmental entities exercising authority over said right-of-ways. If City requests copies of
any such agreements, permits, or approvals, Developer shall provide said copies to City in a timely manner.

M. City Review and Approval. Developer shall submit to City all plans, designs, and materials for the Public Improvements for which the Developer is the Lead Agency or responsible to construct for review prior to the construction of the Public Improvements to ensure the same will meet City’s requirements. City may require Developer, at Developer’s sole cost and expense, to modify said plans, designs, and materials to ensure compliance with City requirements. To the degree any such plans, designs and materials approved by the City conflict with those shown on Exhibit "B", the plans, designs and materials approved by the City shall supersede Exhibit "B", as applicable.

SECTION 3 REPRESENTATIONS AND ACKNOWLEDGEMENTS

A. Developer Representations and Acknowledgments. Developer represents and warrants to City as follows:

(1) Developer is incorporated under the laws of the State of Nebraska. Developer is duly authorized to transact business under the laws of the State of Nebraska.

(2) Developer is or will be the owner of record of the Development Area and possesses or will possess the rights and authority necessary to make decisions affecting the Development Area.

(3) Developer has full power and authority to enter into, deliver, and perform its obligations under this Agreement and each of the documents related hereto.

(4) Developer has taken all necessary action to authorize Developer’s execution, delivery of, and performance under this Agreement, and as such, this Agreement constitutes Developer’s valid and binding obligation, enforceable against Developer in accordance with its terms.

(5) Developer agrees to reasonably cooperate with City, as applicable, for the timely and orderly installation of the Public Improvements as required under the terms of this Agreement, or any other agreement with a third party for the construction and installation of a Public Improvement, as applicable, following the execution of this Agreement and submittal of required documents.

(6) Developer shall comply with the terms of this Agreement, and the provisions of any agreement submitted to City pursuant to this Agreement in relation to the Public Improvements, which agreements shall not be assigned without prior written approval from City.
(7) Developer shall comply with performance and maintenance securities requirements specified in Subsection 11-315.06.G of the City of Fremont, Nebraska Municipal Code (“Code”) and as otherwise required by applicable law. Developer shall cause City to be named as an additional insured under any policy of insurance, including all payment and performance bonds obtained by Developer, or any other person, (whether or not required by this Agreement) in connection with the construction, installation, or operation of any Public Improvement for which Developer will be the Lead Agency or responsible to construct.

(8) Developer shall ensure that all documents, contracts, and instruments prepared or entered into by or on behalf of Developer, its agents, contractors, or subcontractors pursuant to the terms of this Agreement, shall, in all material respects, be fully authorized, valid, binding, and enforceable in accordance with their terms.

(9) Developer shall cause all delinquent personal property and real estate taxes and assessments levied on the Development Area to be paid prior to City’s approval of the Final Plat.

(10) Except for damages or claims resulting solely from the negligence or malfeasance of Developer or any of its officers, agents, or employees, Developer shall not be liable to any person as a result of any act undertaken by City or Developer to date, or at any time in the future in furtherance of this Agreement, and, to the maximum extent permitted by law, City hereby waives for itself, its employees, agents, and assigns any such right, remedy, or recourse it may have against Developer, its officers, agents, or employees, and in no event shall Developer or any of its officers, agents, or employees be liable for consequential, incidental or indirect damages.

B. City Representations and Acknowledgments. City represents and warrants to Developer as follows:

(1) City agrees to reasonably cooperate with Developer, its agents, contractors, and subcontractors for the timely and orderly installation of the Public Improvements following the execution of this Agreement and submittal of required documents.

(2) City shall pay the Cost for any oversizing of Dedicated Streets (above those specifications shown on Exhibit "B" or the sizes listed in Table 11-713.02.01 of the Fremont Unified Development Code) and any oversizing of Public Improvements, if any, approved and authorized by the City.

(3) City represents and warrants that Developer shall have no responsibility for any costs for future improvements to Dedicated Streets so long as the Dedicated Streets are constructed in accordance with this Agreement.
Neither City nor any of its officers, agents, or employees:

i. Is acting as attorney, architect, engineer, or otherwise in the interest or on behalf of Developer in furtherance of this Agreement; or

ii. Owes any duty to Developer or any other person because of any action City or Developer has undertaken, or in the future will undertake in furtherance of this Agreement, including any City inspection or City approval of any matter related to the same.

iii. Except for damages or claims resulting solely from the negligence or malfeasance of City or any of its officers, agents, or employees, shall be liable to any person as a result of any act undertaken by City or Developer to date, or at any time in the future in furtherance of this Agreement, and, to the maximum extent permitted by law, Developer hereby waives for itself, its employees, agents, and assigns any such right, remedy, or recourse it may have against City, its officers, agents, or employees, and in no event shall City or any of its officers, agents, or employees be liable for consequential, incidental or indirect damages.

SECTION 4 APPORTIONMENT OF COSTS, CONSTRUCTION OF IMPROVEMENTS AND RESPONSIBILITIES

A. Apportionment of Costs and Construction of Private Improvements and Public Improvements. Developer, at its sole cost and expense, shall be responsible for constructing and privately financing and paying for the Cost of all Private Improvements. The Parties shall be responsible for the construction and Cost of the Public Improvements as follows:

1) **Electric Power System.** City shall be responsible to construct and pay the cost, except as provided for herein, of an Electric Power System within the Development Area. The City shall construct, own, operate and maintain all electric distribution lines, including service lines to the single-family residence in the Development Area.

   Residential: Before City commences construction of an underground Electric Power System, Developer shall pay the City $750 per each residential multi-family apartment building (9 anticipated).

   Commercial and Multifamily (apartment) Buildings: The City shall construct and install underground primary (8000-volt & 13,800-volt) electric service, devices, and facilities.

For the Fountain Springs Adult Apartment Properties Development, the following costs shall be paid by Developer:
i. The cost difference between overhead and underground construction; i.e., a cost of $3,146 per apartment building (assuming nine buildings).

ii. The Developer will provide and install two – 2-inch PVC conduits, for electric primary cables, from the transformer location to nearest power pole or sectionalizer location as determined by the City; this conduit will be transferred by warranty bill of sale to the City and thereafter operated and maintained by the City.

iii. The Developer will provide and install all secondary conduits, wire, and meterbank enclosures that will feed each apartment building; this equipment will not be owned nor maintained by the City.

iv. The Developer shall reimburse City for the Cost of the public street lighting at the applicable RES1 or DES1 rates ($750 and $2,700), consisting of five (5) such structures along all Dedicated Streets per City specifications, as shown on Exhibit "B".

Upon completion of the public street lighting, City shall invoice such Cost, and Developer shall pay such invoice within thirty (30) days after City sends such invoice. All other costs of the Electric Power System not listed above shall be paid by the City.

(1) Water Distribution System. Developer shall be the Lead Agency and shall be responsible to construct and pay for the Cost of a Water Distribution System and water main system as designed by a licensed engineer up to the Development Area boundaries as shown on Exhibit "B". This includes the main line, taps, and line to a stop box at edge of City right-of-way, in accordance with City specifications (the “Water Distribution System”). The Water Distribution System will be designed to serve all lots within the Development Area and shall be sized as specified in the plans and drawings in Exhibit “B”. Upon completion of the Water Distribution System and after having passed all necessary chemical and pressure testing requirements, Developer shall, at no cost to the City, transfer by warranty bill of sale, ownership of the Water Distribution System to the City for operation and maintenance.

For the Fountain Springs Adult Apartment Properties Development, the below costs shall be paid by Developer. All other costs of the Water Distribution System not listed below shall be paid by the City.

i. The cost of $18,000, a cost of $2,000 per apartment building (assuming nine buildings). The Water Connection District No. WC-903-06 connection fee will be waived for the connection to the City’s Water Distribution System.
(2) **Natural Gas System.** City shall be responsible to construct and pay for the Cost of the construction of a Natural Gas System and individual service lines that serve each platted lot inside the Development Area. The City shall construct, own, operate, and maintain all main gas lines and secondary lines up to each metering point in the Development Area.

(3) **Sanitary and Wastewater Sewers and Storm Sewers.** Developer shall be the Lead Agency and shall be responsible to construct and pay the Cost of the construction of a sanitary and wastewater sewers and storm sewers designed by a licensed engineer (including main line, tap, and line to edge of City right-of-way) in accordance with City specifications. The sanitary and wastewater sewer system and storm sewers shall be designed to serve all lots within the Development Area and shall be sized as specified in the plans and drawings in Exhibit “B”. Upon completion of the sanitary and wastewater sewer system and storm sewers and after having passed all testing requirements, Developer shall, at no cost to the City, transfer by warranty bill of sale ownership of the sanitary and wastewater system and storm sewers to City for operation and maintenance.

(4) **Dedicated Streets and Other Streets.** Developer shall be the Lead Agency and shall be responsible to construct all Dedicated Streets within the Development Area as shown on Exhibit "B".

(5) **Sidewalks.** Developer shall be responsible to construct and pay the Cost of sidewalks along both sides of all Dedicated Streets. Developer shall provide dropped curbs for ADA ramps at all intersections with sidewalks within the Development Area.

(6) **Trails.** Developer shall be responsible to construct and pay the Cost of trails throughout the development, per Exhibit “B”.

(7) **Dedicated Street Signage and Traffic Controls.** Developer shall be responsible to construct and pay the Cost of any Dedicated Street signage, traffic control or signals required. Upon completion of the Public Improvements, Developer shall invoice City for its share of such Cost, and City shall pay such invoice within thirty (30) days after City receives such invoice.

(8) **Construction Stormwater Management.** Developer, its successors, or assigns shall be responsible for stormwater management of the systems shown on Exhibit “B” during and after construction of Public Improvements per City requirements.

(9) **Stormwater Detention Facilities.** Developer shall be the Lead Agency and shall be responsible to construct and pay for the Cost of stormwater...
detention facilities. Developer shall own and maintain all stormwater detention facilities, as shown on Exhibit "B".

(10) **Fire Hydrants.** Pursuant to the Code, Developer shall be the Lead Agency and shall be responsible to construct, install and pay for the construction and installation Costs of fire hydrants for the protection of the Development Area. City shall approve the fire hydrant (i.e. Mueller A423 fire hydrant with a direct bury 5¼’ or vertical shoe riser) and control valves before being installed by the Developer. The location of the hydrants must also be approved by City.

i. **Other Developer Responsibilities.**

(1) **Review Fee.** To cover engineering, legal and other miscellaneous expenses incurred by City in connection with City’s review of plans and specifications in connection with the construction of certain Public Improvements, Developer shall pay City a one-time fee of $1,000 prior to City’s approval of the plans and specifications for Public Improvements.

(2) **Grading.** Developer shall pay for the Cost of all grading of the Development Area, including all right-of-ways as shown in Exhibit “B”.

(3) **Entrance Signs.** Developer shall be responsible to construct, install and pay for the Cost of entrance signs or related fixtures and any median landscaping and related fixtures, if any. Plans for such proposed improvements that are to be located in public right-of-ways and a proposed maintenance agreement for the improvements must be submitted to the City for review and approval prior to the installation of improvements. Entrance signs shall be owned and maintained by the homeowner’s association.

(4) **No Wells.** Developer shall not design, construct, install, or expand any potable wells or potable well components within the Development Area (except wells for de-watering for construction of Public Improvements) without obtaining City’s approval, as required by Code. Furthermore, Developer shall remove all wells and well system components existing within the Development Area at the time of this Agreement’s execution prior to making a connection to the Water Distribution System. Developer shall obtain all requisite approvals from City and the State of Nebraska necessary to comply with this provision.

(5) **No Septic Systems.** Developer shall remove all septic systems, septic system components, and other onsite sewage retention systems existing within the Development Area at the time of this Agreement’s execution prior to making a connection to the Sanitary and Wastewater Sewer. Developer shall obtain all requisite approvals from City and State of Nebraska necessary to comply with this provision.
(6) **Subsequent Replatting.** If Developer wishes to replat any portion of the Development Area, such replat must be approved in accordance with Uniform Development Code (“Code”). If City approves such replat(s), such approval shall be contingent upon, but not limited to, Developer dedicating and filing of record all permanent easements necessary to provide additional access to the subdivided lots. All such easements must meet City’s approval prior to dedication.

(7) **Easements/Dedicated Right-of-Way.** Developer shall be responsible for granting easements and dedicated right-of-ways to City and memorializing such easements and dedicated right-of-ways on the Final Plat, as contemplated herein, if any. All such instruments shall include a prescription outlining the rights, terms, and maintenance responsibilities of the corresponding easements.

(8) **Plat.** Developer shall file or record the Final Plat with Dodge County and provide City with three executed paper copies and with a digital file in CAD/GIS format.

(9) **Compliance with Laws, Statutes, and Ordinances.** Developer, in performing its obligations under this Agreement, shall comply with all applicable federal, state, and local laws. The terms of this provision shall apply equally to Developer and any third party leasing any portion of the Development Area from Developer, and any party working for or on behalf of Developer.

### SECTION 5 MISCELLANEOUS

A. **Incorporation of Recitals.** The recitals set forth above are, by this reference, incorporated into and deemed part of this Agreement.

B. **Agreement Binding.** The provisions of this Agreement, and all exhibits and documents attached or referenced herein, shall run with the land and shall be binding upon, and shall inure to the benefit of, the Parties, their respective representatives, successors, assigns, heirs, and estates, including all successor owners of the property described in the attached Exhibit “A”. Every time the phrase “successors or assigns”, or similar language, is used throughout this Agreement, it is to be attributed the same meaning as provided in this “Agreement Binding” provision. No special meaning shall be attributed to any instance herein in which the name of a Party is used without the phrase “successors and assigns” following immediately thereafter, unless expressly stated otherwise.

C. **Termination of Agreement.** This Agreement shall not be terminated except by:

1. written notice of termination by Developer to City, to be effective upon City’s receipt of the notice of termination, but only so long as no construction or
installation of any of the Public Improvements or Private Improvements has yet commenced or (2) written agreement between Developer and City in the event any construction or installation of any of the Public Improvements or Private Improvements has commenced. In the event the construction or installation of any of the Public Improvements or Private Improvements has commenced, Developer shall be required by City to complete the applicable Public Improvements and Private Improvements to a reasonable point of termination, as determined by City, to ensure the Development Area does not negatively impact public health, safety, and welfare. Notwithstanding the foregoing, City may suspend its performance under this Agreement upon the recurrence of any breach or default upon which City has given a notice to Developer specifying such breach or default ("Notice to Cure") in the preceding one hundred eighty (180) days. City shall have no obligation to resume performance under this Agreement until such time as Developer has remedied the default specified in the Notice to Cure. Developer’s obligation to complete Public Improvements and Private Improvements that have commenced prior to termination of this Agreement to a reasonable point of termination, as determined by City, shall survive the expiration or termination of this Agreement.

D. **Indemnity.** Developer agrees to defend, indemnify, and hold City and its respective employees, agents, and assigns (each, a "City Indemnitee") harmless from and against any and all responsibility, claims, liability, obligation, judgments, actions, loss, damage, or injury of any nature whatsoever arising from any act or omission constituting a breach of duty of the Developer in connection with the Final Plat, this Agreement, Development Area, and development, including payment of reasonable attorney’s fees; provided, that City must notify Developer in writing of the facts or underlying circumstances giving rise to an indemnification claim hereunder within two (2) years of the date that such City Indemnitee first obtains knowledge of such facts or circumstances giving rise to such claim.

E. **Assignment.** Developer may not assign all or any portion of this Agreement nor delegate any of its obligations hereunder without the express prior written consent of City, which consent shall not be unreasonably withheld.

F. **No Waiver of Regulations.** Nothing herein shall be construed to imply any waiver of any provision of the Code.

G. **No Continuing Waivers.** A waiver by any Party of any default, breach, or failure of another shall not be construed as a continuing waiver of the same or of any subsequent or different default, breach, or failure.

H. **Severability.** In the event that any provision of this Agreement proves to be invalid, void, or illegal by a court of competent jurisdiction, such decision shall in no way affect, impair, or invalidate any other provisions of this Agreement, thus such other provisions shall remain in full force and effect as if the invalid, void, or illegal provision was never part of this Agreement.
I. **Governing Law.** Any dispute arising from this contractual relationship shall be governed solely and exclusively by Nebraska law, except to the extent such provisions may be superseded by applicable federal law, in which case the latter shall apply.

J. **Forum Selection and Personal Jurisdiction.** Any dispute arising from this contractual relationship shall be solely and exclusively filed in, conducted in, and decided by the courts located in Dodge County, Nebraska. Accordingly, the Parties agree to exclusive personal jurisdiction in the courts located in Dodge County, Nebraska.

K. **Entire Agreement.** This Agreement and all exhibits and documents attached or referenced herein, which are hereby incorporated and specifically made a part of this Agreement by this reference, express the entire understanding and all agreements of the Parties. Specifically, this Agreement supersedes any prior written or oral agreement or understanding between or among any of the Parties, whether individually or collectively, concerning the subject matter hereof.

L. **Modification by Agreement.** This Agreement may be modified or amended only by a written agreement executed by both Parties. In the event a party to this Agreement or subsequent amendment(s) dissolves, or ceases to exist by some other means, without any valid successors or assigns, said party shall be deemed to be without signing authority and, accordingly, the signature of said party shall not be required in order to validly execute subsequent modifications or amendments to this Agreement. Any modifications or amendments to this Agreement shall conform to the requirements of any applicable laws, rules, regulations, standards, and specifications of any governmental agency with jurisdiction over any such matter included in any modification or amendment of this Agreement without cost to City.

M. **Notices, Consents, and Approvals.** Unless expressly stated otherwise herein, all payments, notices, statements, demands, requests, consents, approvals, authorizations, or other submissions required to be made by the Parties shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other only if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

For Developer: Fremont Enterprises, LLC
1704 North Bell Street #134
Fremont, Nebraska 68025
With a Copy to: David C. Levy  
Baird Holm LLP  
1700 Farnam Street  
Suite 1500  
Omaha, NE 68102

For City: City Clerk  
City of Fremont  
400 E Military Ave  
Fremont, NE 68025

Such addresses, names, or titles may be changed from time to time by written notice to the other Party.

N. Related Contract(s) Voidable. No elected official or any officer or employee of City shall have a financial interest, direct or indirect, in any City contract related to this Agreement. Any violation of this section with the knowledge of the person or corporation contracting with City or such elected official, officer, or employee shall render such contracts voidable by the Mayor or City Council.

O. Non-Discrimination. In the performance of this Agreement, the Parties, their agents, contractors, subcontractors, and consultants shall not discriminate, or permit discrimination, against any person on account of disability, race, color, sex, age, political or religious opinions or affiliations, or national origin in violation of any applicable laws, rules, or regulations of any governmental entity or agency with jurisdiction over any such matter.

P. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define or limit the scope of any section.

Q. Approval of Annexation, Rezoning and Subdivision. Developer acknowledges that City’s approval of the annexation and rezoning of the Development Area, passed and approved by the Fremont City Council on July 9, 2019, by Resolution No. 2019-____ is specifically subject to and conditioned on Developer’s execution and compliance with this Agreement. The parties further acknowledge that consolidation and subdivision of the tax parcels within the Development Area will occur via administrative approval following execution of this Agreement.

R. No Obligation to Construct or Operate. It is expressly agreed that nothing contained in this Agreement shall be construed as an obligation, either expressed or implied, incumbent upon Developer to: (1) commence the construction of any Public Improvement (2) commence the operation of a business, or (3) thereafter continuously operate a business on the Development Area. City recognizes and agrees that Developer may, at Developer’s sole
discretion, elect not to develop the Development Area or, if developed, cease
the operation of its business on the Development Area. If Developer does not
develop the Development Area pursuant to this Agreement or ceases operation
of the Development Area, City shall have the right to terminate this Agreement
pursuant to the termination provisions provided for in this Agreement.

S. Compliance Letter. At any time, and from time to time, Developer may deliver
written notice to City requesting that City provide a written Compliance Letter
which provides that, to the knowledge of City: (1) this Agreement is in full force
and effect and a binding obligation of the Parties, (2) this Agreement has not
been amended, or if amended, the resolution number of each amendment, and
(3) City has not notified Developer of a violation in relation to this Agreement, or,
if a notification of violation has been provided to Developer, a brief description of
said notification. The City Administrator, or his or her designee, shall be
authorized to execute, on behalf of City, any Compliance Letter requested by
Developer, which complies with this Section. City acknowledges that a
Compliance Letter may be provided to transferees or successors in interest to
Developer or to a mortgagee or beneficiary under a deed of trust holding an
interest in the Development Area. City reserves the right to modify or amend any
such Compliance Letter issued by City in the event City’s knowledge regarding
the contents of such letter changes to an extent that the representations
contained therein are no longer accurate.

T. Term. The Developer shall install all Public Improvements, that it is responsible
to construct, within a two (2) years after the signing of this Agreement. The City
Engineer may approve any extension of this time period.

(Signatures on following page)
ATTEST:      CITY:
City of Fremont, a Nebraska municipal corporation

_______________________________        ________________________________
Tyler Ficken, City Clerk    Scott Getzschman, Mayor

DEVELOPER:
Fremont Enterprises, LLC,
a Nebraska limited liability company

_______________________________
By:

_______________________________
Name: Brian M. Zubert

Title: Manager

STATE OF _________________) ss.
COUNTY OF _________________)

Before me, a notary public, in and for said county and state, personally came
Brian M. Zubert, Manager of Fremont Enterprises, LLC, a Nebraska limited liability
company, known to me to be the identical person who executed the above instrument
and acknowledged the execution thereof be his voluntary act and deed on behalf of said
limited liability company.

Witness my hand and Notarial Seal this ___ day of ______________, 2019.
EXHIBIT "A"

Development Area

Legal Description:

Lot 1, Fountain Springs Second Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska,

AND

Lot 2, Fountain Springs Second Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska,

AND

Lot 2, Fountain Springs Third Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska,

AND

Lot 1, Fountain Springs Fourth Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska,

AND

Lot 2, Fountain Springs Fourth Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska,

TOGETHER WITH

All public rights-of-way contiguous thereto.

* Subsequent to the execution of this Subdivision Agreement, Redeveloper intends to administratively consolidate and further subdivide the Development Area. Subsequent to said administrative consolidation and subdivision, the above legal description shall be replaced with the legal description provided in the administrative consolidation and subdivision, as applicable, of the Development Area approved by the City.
EXHIBIT "B"

Site Plans

(See attached)
COMMUNITY DEVELOPMENT AGENCY OF THE
CITY OF FREMONT, NEBRASKA

RESOLUTION NO. 2019-006

(Re redevelopment Agreement for the Fountain Springs 55+ Apartment Redevelopment
Project)

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE
CITY OF FREMONT, NEBRASKA APPROVING THE REDEVELOPMENT
AGREEMENT FOR THE FOUNTAIN SPRINGS 55+ APARTMENT
REDEVELOPMENT PROJECT AND AUTHORIZING THE ISSUANCE OF TAX
INCREMENT FINANCING INDEBTEDNESS.

WHEREAS, the Community Development Agency of the City of Fremont, Nebraska (the “CDA”) via Resolution No. 2014-137, dated July 29, 2104, approved and adopted a Redevelopment Plan and an Amendment to the Redevelopment Plan on July 9, 2019 via Resolution 2019-004, including the Cost-Benefit Analysis (the “Redevelopment Plan”) for the 23rd & Bell Street in the City of Fremont, Nebraska for a project identified as the Fountain Springs 55+ Apartment Redevelopment Project (the “Project”) pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 et seq. (the “Act”);

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

WHEREAS, on July 9, 2019, a meeting of the CDA was held at the Fremont City Council Chambers, 400 East Military Road, in Fremont, Nebraska in order to determine whether the Redevelopment Agreement should be approved;

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

WHEREAS, the Redevelopment Plan is feasible and is in conformance with the general plan for development of the City and its objectives are being accomplished in the Redevelopment Agreement for the Project;

WHEREAS, the Project as described in the Redevelopment Agreement would not be economically feasible as designed without the use of tax increment financing; and the Project as designed would not occur in the North Broad Street Redevelopment Area without the use of tax increment financing; and the Project is in the long-term best interests of the community;
WHEREAS, the CDA has reviewed the Redevelopment Agreement and has found it to be in conformity with the Act and the general plan for development of the City of Fremont, and in the best interests of the City of Fremont; and

WHEREAS, pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the CDA desires to approve the Redevelopment Agreement and to approve TIF Indebtedness in an amount not to THREE MILLION NINE HUNDRED THIRTYNINE THOUSAND ONE HUNDRED DOLLARS (3,939,100) in the form of the TIF Note attached to the Redevelopment Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the CDA of the City of Fremont, Nebraska does hereby approve and adopt the Redevelopment Agreement in substantially the form attached hereto as Attachment “A”;

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

BE IT FURTHER RESOLVED, that the CDA of the City of Fremont is hereby authorized, following the lapse of thirty (30) days after the approval of the Redevelopment Agreement, issue indebtedness in an amount not to exceed THREE MILLION NINE HUNDRED THIRTYNINE THOUSAND ONE HUNDRED DOLLARS (3,939,100) in the form of the TIF Note attached to the Redevelopment Agreement, with such TIF Indebtedness to be repaid solely from the Tax Increment created by the Project and does not represent the general obligation of the CDA nor the City of Fremont; and

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

DATED THIS 9th DAY OF JULY 2019.

THE CITY OF FREMONT, NEBRASKA

By: ____________________________
Scott Getzschman, Chairperson

ATTEST: ____________________________
Tyler Ficken, Secretary
ATTACHMENT “A”

Redevelopment Agreement

[See Attached]
Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: July 9, 2019
SUBJECT: Request for Amendment to 23 & Bell Redevelopment Plan

Recommendation: Finding that the proposed amendment is consistent with the Comprehensive Plan

Background:

This item was originally scheduled for the June 17 Planning Commission meeting. There was not a quorum at the meeting so there was not a public hearing or action taken. A special meeting of the Planning Commission is scheduled for July 8, 2019. The outcome of that meeting will be reported at the July 9 City Council meeting.

This is a request for an amendment to the Redevelopment Plan for the 23rd & Bell Redevelopment Area to include the Fountain Springs 55+ apartment complex project. The proposed project includes a 9 building 216 unit phased apartment complex for residents aged 55 and over, 266 surface parking stalls and 110 garage stalls, an office for staff, a community room or clubhouse community room, a gazebo, trail and sidewalk extensions together with all infrastructure and other improvements necessary to support the apartment complex.

The 23 & Bell Redevelopment area was declared blighted and substandard by the Fremont City Council on July 15, 2014. The 23 & Bell Area Redevelopment Plan was approved July 29, 2014. An amendment to the Redevelopment Plan for the Fountain Springs elderly housing consisting of 32 units was approved by the City Council on December 29, 2015.

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

The area for which project are proposed consists of Lots 1 & 2 Fountain Springs 2nd Subdivision, Lot 2 Fountain Springs 3rd Subdivision and Lots 1 & 2 Fountain Springs 4th Subdivision located in the SE ¼ Section 11 Township 17 Range 8 East, Fremont, Nebraska.

These lots are zoned UR, Urban Residential.

The property is currently undeveloped agricultural land.

The City Council held a public hearing on an amendment to the Comprehensive Plan to change the designation from commercial to residential on June 11, 2019 and voted to approve.
Apartments are allowed in commercially zoned properties.

The “Blue Print for Tomorrow” Comprehensive Plan notes that “..the total acres of land needed for 55-year old and older adults is expected to represent approximately 40% of the future land development” (p.4.4)

The proposed Redevelopment Plan addresses the statutory elements required in such a plan. (Attached with the proposed plan amendment.)

The plan states that

“[a]ccording to Redeveloper, the cost to construct the apartment complex is greater than the Project's as-completed fair market value. Further, without the assistance of TIF, the return on investment for the Project would be too low to attract prudent investors given the risks involved in preparing the site, constructing the apartment complex, stabilizing the occupancy rates in the apartments, and other business risks. Specifically, the extraordinary costs associated with soil mitigation, storm water facilities, strengthened or modified building components, and thickened reinforced pavement make the Project cost prohibitive without the assistance of TIF. Without TIF, the Project yields a return-on-investment of approximately 4 percent. With TIF, the Project yields a return-on-investment of 11.39% percent. A return-on-investment below 10 percent would not overcome the risk factors to attract the investment and financing needed to build and maintain the Project. Thus, according to the Redeveloper, an ordinarily prudent developer would not construct the Project without TIF. “

The redevelopment area lacks infrastructure and has poor soil conditions, which contributes to the inability to attract development to the area. TIF can be used to address that blighting condition.

The proposed improvements for which approximately $5,869,200 of Tax Increment Financing would be utilized include site acquisition, site preparation, architectural and engineering fees, public utility extension and installation, installation of streets and sidewalks, landscaping, façade enhancements, energy efficiency enhancements, and other improvements deemed feasible and necessary in support of the public health, safety and welfare.

The cost benefit analysis is based on projects that consists a 9 building 216 unit phased apartment complex for residents aged 55 and over, 266 surface parking stalls and 110 garage stalls, an office for staff, a community room or clubhouse community room, a gazebo, trail and sidewalk extensions together with all infrastructure and other improvements necessary to support the apartment complex.

The project will add sales tax revenue to the community.

The cost benefit analysis estimates the following tax shift based on the 2018 Dodge County tax levy and estimated completed assessed value of the buildings:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Base Project Area Valuation:</td>
<td>$696,390</td>
</tr>
<tr>
<td>Estimated Completed Project Assessed Valuation:</td>
<td>$19,656,375</td>
</tr>
<tr>
<td>Estimated Tax Increment Base</td>
<td>$5,869,200</td>
</tr>
</tbody>
</table>
Estimated Annual Projected Tax Shift: $391,280

The developer proposes that approximately $5,869,200 be financed with Tax Increment Financing (TIF) to provide for the construction and installation of infrastructure, acquisition, soil mitigation and related improvements.

The property was platted in anticipation of the receipt of TIF for eligible expenses. However, the project, as designed would not be feasible without the availability of tax increment financing for eligible public expenses.

Findings:

The area was declared blighted and substandard in July 2014.

The proposed uses are consistent with the Comprehensive Plan.

The estimated annual projected tax shift is $391,280

An estimated $5,869,200 in tax increment financing is necessary to provide for the construction and installation of infrastructure and related eligible expenditures.

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

The proposed redevelopment projects are in the best economic interest of the City of Fremont.
AMENDMENT TO THE GENERAL REDEVELOPMENT PLAN
FOR THE 23RD & BELL AREA

(FOUNTAIN SPRINGS APARTMENTS REDEVELOPMENT PROJECT)
23RD & YAGER

FREMONT, DODGE COUNTY, NEBRASKA

PREPARED MAY, 2019
FOR
THE COMMUNITY DEVELOPMENT
AGENCY OF
FREMONT, NEBRASKA
A.  **Introduction**

This Amendment to the General Redevelopment Plan for the 23rd and Bell Area ("Redevelopment Plan") is a guide for redevelopment activities to remove or eliminate blight and substandard conditions within the City of Fremont, Nebraska (the “City”). The Mayor and City Council of the City (the "Council"), recognizing that blighted and substandard conditions are a threat to the continued stability and vitality of the City, passed a resolution designating certain areas of the City to be blighted and substandard and in need of redevelopment pursuant to the requirements of section 18-2103 of the Nebraska Community Development Law, sections 18-2101 et. seq., as amended (the "Act"). One of the areas the Council designated as blighted and substandard and in need of redevelopment is the "23rd and Bell Area" (referred to herein as the "Redevelopment Area").

The City further adopted a "General Redevelopment Plan for the 23rd and Bell Area" (the "Master Plan"). A copy of the Master Plan is attached hereeto as Exhibit "A" and incorporated herein. The Master Plan sets forth the goals and parameters for redevelopment projects within the Redevelopment Area. The Master Plan contemplates that the Community Development Agency of the City (the "Agency") or private developers may set forth redevelopment projects under the Act via amendments to the Master Plan.

In conformance with the Master Plan, this Redevelopment Plan submits the phased implementation of a redevelopment project in the Redevelopment Area utilizing tax increment financing ("TIF") resources for site acquisition, construction of eligible public improvements, and to remove existing and avoid future blighted and substandard conditions, as further described in this Redevelopment Plan (the “Project”). The Project contemplates the phased construction of a 9-building apartment complex consisting of approximately 216 market rate residential units primarily for residents age 55 and over, 266 surface level parking stalls, 110 garage stalls, an office for the apartment complex staff, a community room or clubhouse community room, a gazebo covered picnic area, and trail and sidewalk extensions, together with all infrastructure and other improvements necessary to support the apartment complex. Fremont Enterprises, LLC, a Nebraska Limited Liability Company, or its assigns ("Redeveloper") will undertake construction of the Project.

The Project encompasses only a portion of the real property within the Redevelopment Area. As such, the Master Plan remains subject to further amendment upon the identification of additional redevelopment projects within the Redevelopment Area.
B. **Redevelopment Area; Existing Conditions**

Exhibit 1 to the Master Plan sets forth the boundaries of the Redevelopment Area. The Redevelopment Area is identical to the "23rd and Bell Area," which the Council previously declared blighted and substandard and in need of redevelopment.

C. **Project Site**

Exhibit "B", sets forth the boundaries and existing conditions of the development area for the Project (the "Project Site"). The approximate address of the Project Site is 29th and Yager Road. The Project Site is completely within the blighted and substandard Redevelopment Area and is in need of redevelopment.

D. **Conformance with the Master Plan for the Redevelopment Area and Comprehensive Plan of the City**

The Master Plan sets forth the following objectives for development within the Redevelopment Area: (1) improving unsafe or unsanitary conditions relating to drainage and related infrastructure; (2) assembling and platting of land for redevelopment; (3) developing or improving other infrastructure in the area, including sidewalks, trails, streets, and utilities; and (4) undertaking façade, structural, streetscaping, or landscape improvements in the area. The Project meets the above objectives, and therefore conforms to the Master Plan.

Pursuant to the Act, the Project must also conform to and further the objectives of the City of Fremont comprehensive plan for land use and development (the "Comprehensive Plan"). The Comprehensive Plan anticipates future residential and commercial development focused primarily to the north and east of existing development within the City. Regarding the City's need for additional housing, the Comprehensive Plan provides that "the total acres of land needed for 55-year old and older adults is expected to represent approximately 40 percent of future land development." The Comprehensive Plan further sets forth the objective to "[e]xpost the use of standard economic development tools and incentives such as Tax Increment Financing."

Redeveloper intends to develop the Project Site for the purpose of constructing a 9-building apartment complex comprised of approximately 216 market rate residential units for residents age 55 and over. The Comprehensive Plan and other plans for development and expansion of the City contemplate the need for housing, with specific emphasis on housing options for residents age 55 and over. The migration of this demographic from single family homes to the apartment complex will aid the stressed housing market of affordable single family
units in the City. This Redevelopment Plan and the Project described herein further those goals and comply with the Comprehensive Plan.

Exhibit "C", shows the future land use map (showing the Redevelopment Area and surrounding areas) included within the Comprehensive Plan. The map sets forth a "Commercial" designation for future use of the Redevelopment Area. As part of the Project, and due to the lack of commercial development in the area, the City intends to amend the future use map to set forth a residential designation for the Project Site.

E. Project Overview

The Project Site is directly west of North Yager Road, north of East 29th Street and south of East 32nd Street. The Project Site is approximately 10.46 acres. The Project Site was improved for development in 2004-2006, but has remained vacant due to the extraordinary costs of development specific to the area detailed below. The Project will consist of the phased construction of 9 buildings comprised of approximately 216 market rate residential units primarily for residents age 55 and over, 266 surface level parking stalls, 110 garages, an office for the apartment complex staff, a community room clubhouse, and a gazebo picnic area. Exhibit "D", attached hereto and incorporated herein, sets forth the proposed site plans for the Project. The Project does not constitute "workforce housing", as defined under section 18-2103(32) of the Act.

Redeveloper does not yet own the Project Site but has entered into a purchase agreement with the three current owners. Redeveloper plans to close on the Project Site shortly after approval of this Redevelopment Plan. No public acquisition of the Project Site is necessary. The Project will not displace any families or businesses.

The Project requires infrastructure improvements and other public improvements, as well as private improvements, as described in Paragraph G of this Redevelopment Plan, which are not financially feasible to undertake at one time. Completing the Project in phases will allow Redeveloper to maximize the TIF resources available for public improvements, which is necessary for the Project to succeed. Further, implementation of the Project in multiple phases will allow Redeveloper to construct the private improvements at a rate that the market can support, and to adapt subsequent phases of the Project to the changing needs of the City. The Agency and Redeveloper anticipate that Redeveloper will construct the Project in three phases consisting of the following private improvements:

"Phase One": Construction of approximately 2 apartment buildings (comprised of 48 individual units), 60 surface lot parking spaces, 2 garage buildings (comprised of 20 total parking spaces), the community room, and the office area for apartment staff.
"Phase Two": Construction of approximately 4 apartment buildings (comprised of 96 individual units), 118 surface lot parking spaces, 4 garage buildings (comprised of 40 total parking spaces), and the gazebo covered picnic area.

"Phase Three": Construction of approximately 3 apartment buildings (comprised of 72 individual units), 87 surface lot parking spaces, and 5 garage buildings (comprised of 50 total parking spaces).

Exhibit "D" sets forth the proposed site plans for each of the three phases. Redeveloper intends to administratively subdivide the Project Site so that the area comprising each phase is a separate tax lot (or made up of two tax lots). The "effective date" (as provided under section 18-2147 of the Act) for purposes of TIF for each phase will be determined on a lot by lot basis in order to maximize the TIF proceeds available to help finance the public improvements. While the market will determine the actual completion schedule for each phase, Redeveloper anticipates that the buildout of each phase will take approximately six to eight months for construction plus lease-up and move-in time. However, the Project requires flexibility and may require more or less time between phases.

F. **Existing Conditions (All Phases)**

1. **Existing Land Use**

   The Project Site consists of vacant, undeveloped land.

2. **Existing Zoning**

   The Project Site is currently zoned UR (Urban Residential). Multi-family dwellings are a conditional use in UR zoning districts. Part of the Project Site lies outside the City's corporate limits and is being conditionally annexed pending successful closing on the Project by the Developer.

3. **Existing Public Improvements**

   The streets adjacent to the Project Site (East 29th Street, East 32nd Street, and North Yager Road) provide access to the Project Site. Water and sewer infrastructure exists in the areas adjacent to the Project Site and Redeveloper will extend the utilities therefrom to serve the Project Site. Redeveloper will regrade and improve the drainage ditch along the south side of 32nd to prevent back up onto the roadway and continuous flow to the crossing at Yager.
G. **Proposed Redevelopment (All Phases)**

1. **Public Improvements**

The Project will require infrastructure improvements and other public improvements. These improvements will include, but are not limited to:

   a. **Public Access; Traffic Flow, Street Layouts and Street Grades**

   The public streets adjacent to the Project Site (East 29th Street, East 32nd Street, and North Yager Road) provide access to the Project Site. As shown on the site plans in Exhibit "D", Redeveloper will construct internal private roadways, parking lots and sidewalks for use by the apartment's employees, residents and guests. Redeveloper will cooperate with the City to address any issues related to increased traffic flow and other street improvement issues created by the Project. All streets, sidewalks and other infrastructure constructed by Redeveloper will be subject to review and approval by the City's engineer or other designee of the City.

   b. **Construction of Electrical, Water and Sewer Improvements.**

   Redeveloper will construct or extend water and sanitary sewer systems to provide appropriate service to the Project Site. The Project Site is currently undeveloped and will require grading to provide effective drainage throughout the area. The Project Site requires filling and grading to properly drain the ground water runoff and provide appropriate grading levels to erect the apartment complex. Redeveloper also anticipates the construction of electric utilities extending to the residences within the Project Site.

   c. **Other incidental improvements**

   The topsoil within the Project Site requires considerable mitigation prior to infill. Additionally, due to the soil makeup, all surface-level concrete within the Project Site must be at least 7 inches thick and strengthened by steel reinforcing bars, rather than a normal thickness of 3.5 inches. Such costs are extraordinary costs incurred by Redeveloper and greatly contribute to the Project Site's vacant, blighted and substandard condition. Additionally, the City requires Redeveloper to construct extensions to trails and sidewalks in the area, upgrade the landscaping, and construct amenities such as the picnic area to prevent the recurrence of substandard and blighted conditions. The extraordinary expenses detailed herein exceed the minimum building and design standards in the City and aim to prevent the recurrence of substandard and blighted conditions; such costs are therefore included as eligible costs under Exhibit "F".

   d. **Additional public facilities or utilities**
Other than the construction or extension of the utilities and infrastructure detailed above, Redeveloper and the City anticipate that the existing public facilities and utilities can adequately meet the demands of the Project.

e. Property Acquisition, Demolition and Disposal

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Project. Redeveloper intends to purchase the Project Site from the current owner subsequent to approval of this Redevelopment Plan. Pursuant to a purchase agreement between Redeveloper and the current owner, the sale price of the Project Site will be $1,150,000 plus additional soft costs.

f. Population Density

The Project Site currently sits undeveloped and vacant. The Project will increase population density in the area. However, the City desires an increase in population density in the area to provide additional housing in the City. Adequate public infrastructure exists to accommodate the increase in population density anticipated in relation to the Project.

g. Land Coverage

Land coverage for the Project Site includes approximately 10.46 acres of undeveloped land. The Project contemplates the construction of a 9-building apartment complex consisting of approximately 216 market rate residential units primarily for residents age 55 and over, 266 surface level parking stalls, 110 garages, an office for the apartment complex staff, a clubhouse, and a picnic area, together with all infrastructure and other improvements necessary to support the apartment complex, as shown on the site plans set forth in Exhibit "D". The Project will comply with all applicable land coverage ratios required by the City.

h. Parking

The Project includes the construction of 266 surface level parking stalls and 110 garages. All parking facilities will comply with the City's zoning ordinance.

Zoning, Building Code and Ordinance

The Project Site is zoned as UR (Urban Residential). Multi-family dwellings are a conditional use in UR zoning districts. Accordingly, Redeveloper will pursue a conditional use permit allowing multi-family residential use within the Project Site. Redeveloper and the City
further anticipate that the City will annex the northern half of the Project Site so that the entire Project Site is within the City's corporate limits. Redeveloper will be responsible for all zoning, building code, or ordinance changes that are necessary for the Project.

3. **Private Improvements**

Private improvements for the Project include the construction of a 9-building apartment complex consisting of approximately 216 market rate residential units primarily for residents age 55 and over, 110 garages, an office for the apartment complex staff, and a clubhouse. Redeveloper or other builders taking reconveyance from Redeveloper will construct the private improvements. Paragraphs E and I of this Redevelopment Plan details the anticipated implementation of the private improvements.

H. **Project Costs (All Phases)**

The total estimated cost of the Project is $20,491,248. A breakdown of the estimated cost of the Project is attached and incorporated herein as Exhibit "E". The estimated costs of the Project are preliminary and subject to change.

I. **Implementation**

Redeveloper is unable to undertake the construction in Phase One of the Project without some assurance that Redeveloper can undertake Phase Two and Phase Three. Redeveloper would not complete the initial public improvements for Phase One but-for the approval of the entire Project and, likewise, the subsequent phases of the Project would not occur but-for these initial public improvements. Accordingly, this Redevelopment Plan contemplates that the costs and expenses of all the public improvements for the Project are eligible TIF uses for each phase of the Project. As such, Redeveloper may apply the TIF Revenues (defined below) generated from each phase of the Project toward the payment of the eligible expenses of the entire Project, if necessary, provided there is no duplication of expenses between phases.

The Project's construction schedule will depend on the market demand and availability of construction materials and services, but based upon the current housing market and the need for housing in the City, Redeveloper anticipates the following construction schedule for the Project:

**Phase One:**
- Construction start date 7/15/2019
- Construction completion 12/31/2019

**Phase Two:**
Construction start date 1/1/2020
Construction completion 12/31/2020

Phase Three:

Construction start date 1/1/2021
Construction completion 12/31/2021

The anticipated start dates and completion dates are preliminary and subject to change based upon market conditions, availability of materials, workforce availability and other extraneous factors.

Upon the completion of each phase, Redeveloper will submit to the Agency an amendment to the redevelopment contract on a form prescribed by the Agency. Each amendment to the redevelopment contract shall set forth the "effective date" (as defined in the Act) for the pertinent phase and must be submitted to the Agency on or before June 30 of the year in which taxes are to be divided for such phase.

J. Financing

The City and the Agency contemplate the use of TIF for the Project. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the redevelopment contract, or amendment thereof, or in the resolution(s) of the authority authorizing the issuance of bonds pursuant to the Act, as follows:

(a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body (“Base Tax Amount”); and

(b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond resolution, in the redevelopment project in excess of the Base Tax Amount, if any, (referred to herein as “TIF Revenues”) shall be allocated to and, when collected, paid into a special fund of the Agency to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.
With respect to the Project, Redeveloper and the Agency will conclusively set forth the actual base tax year and Base Tax Amount for each phase in the redevelopment contract, or amendment thereof, and/or the resolution authorizing the TIF Indebtedness. The Agency and Redeveloper anticipate that the effective dates will be different for each of the phases; and therefore the increment period for each phase will be different. It is further anticipated that the Agency will issue one TIF bond or note for all three phases.

Notwithstanding any provision herein to the contrary, all TIF Revenues resulting from improvements constructed/installed after the commencement of the first portion of each phase shall only be divided and allocated over the applicable 15-year increment period.

1. **Necessity of TIF**

Redeveloper advised and warranted to the City that it would not be economically feasible to develop the Project without TIF. According to Redeveloper, the cost to construct the apartment complex is greater than the Project's as-completed fair market value. Further, without the assistance of TIF, the return on investment for the Project would be too low to attract prudent investors given the risks involved in preparing the site, constructing the apartment complex, stabilizing the occupancy rates in the apartments, and other business risks. Specifically, the extraordinary costs associated with soil mitigation, storm water facilities, strengthened or modified building components, and thickened reinforced pavement make the Project cost prohibitive without the assistance of TIF. Without TIF, the Project yields a return-on-investment of approximately 4 percent. With TIF, the Project yields a return-on-investment of 11.39% percent. A return-on-investment below 10 percent would not overcome the risk factors to attract the investment and financing needed to build and maintain the Project. Thus, according to the Redeveloper, an ordinarily prudent developer would not construct the Project without TIF.

Additionally, due to significant public improvement and mitigation costs, Redeveloper cannot construct the Project without the use of TIF for all phases of the Project. Construction of Phase One is not feasible without the intent to complete all the phases, and Phases Two and Phase Three are not feasible without the use of TIF. Thus, the approval of TIF for all three phases is critical to Redeveloper's undertaking of the Project.

2. **Sources and Uses of Financing**

Based upon the projections in Exhibit "F", the Agency and Redeveloper contemplate issuance of a TIF bond or note in an amount not to exceed $5,869,200 (the "TIF Indebtedness").

As shown on Exhibit "F", the anticipated TIF Indebtedness amount does not exceed the anticipated TIF-eligible costs for all three phases.
The total estimated cost of the Project is $20,491,248. As such, the TIF Indebtedness covers approximately one-quarter of the total cost. Redeveloper anticipates it will finance the balance of the public and private costs exceeding the TIF Indebtedness via a mix of owner's equity (21%) and traditional bank financing (51%). In addition to owner's equity, Redeveloper will pledge personal assets valued at $5,000,000 as collateral on its construction loan.
Redeveloper and the Agency will provide a detailed breakdown of the TIF sources and uses in the redevelopment contract for the Project. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

K. Cost-Benefit Analysis

A cost-benefit analysis for the Project is attached as Exhibit "G" and incorporated herein.

Exhibits:

Exhibit A: Master Plan
Exhibit B: Project Site
Exhibit C: Future Land Use
Exhibit D: Site Plan
Exhibit E: Estimated Cost of the Project
Exhibit F: Sources and Uses of TIF
Exhibit G: Cost-Benefit Analysis
EXHIBIT "A"

Master Plan

(See attached)
General Redevelopment Plan
for the
23rd & Bell Area
July 2014

CITY OF
FREMONT
NEBRASKA PATHFINDERS

Prepared by:
Fremont Planning Department
Purpose of the Redevelopment Plan

The purpose of this redevelopment plan is to help guide the general redevelopment of the area contained within the 23rd & Bell Blight Study. According to the Community Development Law contained within state statutes, the general redevelopment plan is geared toward establishing remedies that alleviate the conditions causing blighted and substandard conditions and thus improving the overall economic well-being of the area and community as a whole.

Legal Description of the redevelopment area

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

The 23rd and Bell Street Blight area contains an estimated 219 acres located in northeast Fremont and shall be described as follows:

From the point of beginning at the west right of way of North Platte Ave and the southeast corner of Northside Block 17; thence continuing north along the west right of way of North Platte Avenue and continuing along the west property line of Lewis Addition Lots 1, 3, and 2 to the south property line of Rodamar Addition Replat 1 Lot 6; thence continuing west to the southwest corner of Rodamar Addition Replat 1 Lot 6; thence continuing north along the west property line of Rodamar Addition Replat 1 Lot 6 and Rodamar Addition Replat 1 Lot 2 to the northwest corner of Rodamar Addition Replat 1 Lot 2; thence continuing east along the north property line
of Rodamar Addition Replat 1 Lot 2 to the west right of way of North Yager Road/CR-46; thence continuing north along the west right of way of North Yager Road/CR-46 to the northeast corner of Rodamar Addition replat 1 Lot 7; thence continuing west along the north property line of Rodamar Addition replat 1 Lot 7 to the southeast corner of Fountain Springs Addition Lot 1 Block 2; thence continuing north along the east property line of Fountain Springs Addition Block 2 and Fountain Springs Addition Lot 1 to the north right of way of 29th Street; thence east along the north right of way of 29th Street to the southwest corner of Fountain Springs 2nd Lot 2; thence north along the west property line of Fountain Springs 2nd Lot 2 to the northwest corner of Fountain Springs 2nd Lot 2; thence continuing west along the north property line of Fountain Springs 2nd Lot 1 and Fountain Springs Addition Lot 1 Block 1 to the northwest corner of Fountain Springs Addition Lot 1 Block 1 and the east property line of Shallmar 6th Lot 1; thence continuing north along the east property line of east property line of Shallmar 6th Lot 1 until it intersects with the half section line of SE1/4 Section 11-Township 17-Range 8E; thence continuing along east along the half section line of the N1/2 SW1/4 Section 12-Township 17-Range 8E to the northeast corner of Fremont Technology Park Outlot B; thence continuing south along the east property line of Fremont Technology Park Outlot B to the southeast corner of Fremont Technology Park Outlot B; thence continuing west along the south property line of Fremont Technology Park to a point intersecting a line extending north from the west right of way of North Lincoln Avenue; thence continuing south along the west right of way of North Lincoln Avenue to the northeast corner of Lincoln Park Addition Lot 3; thence continuing west along the north property line of Lincoln Park Addition Lot 3 to the northwest corner of Lincoln Park Addition Lot 3; thence continuing south along the west property line of Lincoln Park Addition Lot 3 to the southwest corner of Lincoln Park Addition Lot 3; thence continuing west to the east boundary line of the W1/2 of SW1/4 of SW1/4 Section 12-Township 17-Range 8E; thence continuing south along the east boundary line of the W1/2 of SW1/4 of SW1/4 Section 12-Township 17-Range 8E to the north right of way of East 23rd Street; thence continuing east approximately 88 feet to a point intersecting a line extending north from the east right of way of North Clarmar Avenue; thence continuing south across 23rd Street and the east right of way of North Clarmar Avenue to the southwest corner of Fair Acres 5th Replat Lot 4; thence continuing west across North Clarmar Avenue and the south boundary of Fair Acres 2nd Addition Block 5 to the east right of way of North Yager Road; thence continuing south along the east right of way of North Yager Road to a point of intersection with the south right of way of East 19th Street; thence continuing west along the south right of way of East 19th Street to the point of beginning at the west right of way of N Platte Ave and the southeast corner of Northside Block 17.

See Exhibit 1 for map and list of properties in the 23rd and Bell Street Blight area.
Background
Community Development Law, found in Sections 18-2101 through 18-2144 of the Nebraska Revised Statutes, allows a community to undertake efforts to revitalize blighted and substandard areas. The City has undertaken the preparation of this redevelopment plan with the desire to improve the social and economic well-being of the community by either introducing projects that address the conditions that contribute to blight or undertaking efforts by the private sector to alleviate such conditions through specific projects.

This redevelopment plan notes general activities and/or projects within the 23rd and Bell study area. A redevelopment project can involve a broad range of activities including:

- Disposal of property, either real or personal
- Acquisition of blighted and substandard areas
- Sale or lease of land for a variety of purposes
- Acquisition of real property to be repaired or rehabilitated
- Demolition of existing buildings, structures, public facilities, and infrastructure as well as the construction of the same as deemed essential to the preparation of sites for uses in accordance with a redevelopment plan

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

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

Outline of the Redevelopment Plan
The area included in redevelopment plan is highlighted in Exhibit 1, which is on the following page.
The area includes approximately 219 acres of land, and is a mix of residential, commercial, and light industrial uses. The blight study for this area noted that over 73% of the buildings within the redevelopment area were considered substandard due to age; with many of these structures being residential in nature. In addition, the blight study noted that almost 70% of the structures in the redevelopment area were considered blighted due to structural condition. Furthermore, the blight study notes a number of unsafe conditions relating to street layout and deteriorating infrastructure (or lack thereof).

**Potential redevelopment projects**

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

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

**Relationship to the Comprehensive Plan**

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

Project Site

Legal Description:

Lot 1, Fountain Springs Second Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska,

AND

Lot 2, Fountain Springs Second Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska,

AND

Lot 2, Fountain Springs Third Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska,

AND

Lot 1, Fountain Springs Fourth Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska,

AND

Lot 2, Fountain Springs Fourth Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska,

TOGETHER WITH

All public rights-of-way contiguous thereto.

* Subsequent to the approval of this Redevelopment Plan, Redeveloper intends to administratively subdivide the Project Site, or a portion thereof. Subsequent to said administrative subdivision, the above legal description shall be replaced with the legal description provided in the administrative subdivision of the Project Site approved by the City.
Depiction (outlined in red):

Exhibit "B"
EXHIBIT "C"

Future Land Use Map

Exhibit "C"
EXHIBIT "D"

Site Plan

(See attached)
Site Statistics: (Approximately 11.35 Acres Total or 494,406 sf)

Roofs
9 buildings x 10632 sf = 95,688 sf
7 garages x 3224 sf = 22,568 sf
2 garages x 6448 sf = 12,896 sf
1 office x 720 sf = 720 sf
95,688 sf + 22,568 sf + 12,896 sf + 720 sf = 131,872 sf

Hard Surface
North parking lot = 60,809 sf
South parking lot = 55,170 sf
6 porches x 9 buildings x 80 sf = 4,320 sf
Sidewalks = 3,777 sf + 5,654 sf + 582 sf + 2,316 sf + 3,605 sf + 3,566 sf + 1,809 sf + 94 sf + 21,403 sf = 60,809 sf
60,809 sf + 55,170 sf + 4,320 sf + 21,403 sf + 400 sf = 142,102 sf

Grass, Drainage & Pervious Surface
92,228 sf property size - 131,872 sf (roof) - 142,102 sf (hard surface) = 218,254 sf (44% Pervious)

Parking Facility

170 Garage Stalls of which 22 are HC
286 Surface Stalls of which 19 are HC
EXHIBIT "E"

Estimate of Construction Costs

(See attached)

* The attached estimate of construction costs for the Project are preliminary in nature and are subject to change.
## Project Construction Cost Estimate

### Fountain Springs 50 & Over Workforce Apartments Project Data

<table>
<thead>
<tr>
<th>BRIAN M. ZUBERT OR ASSIGN(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>MARKET RATE 50 &amp; OVER AND PROFESSIONALS</td>
</tr>
<tr>
<td>29TH STREET AND NORTH YAGER RD.</td>
</tr>
<tr>
<td>FREMONT, DODGE COUNTY, NEBRASKA  68025</td>
</tr>
</tbody>
</table>

**Incomplete to be updated upon construction bid phase of project.**

**Presentation below represents various overall expenses broken to one 24 unit building.**

<table>
<thead>
<tr>
<th>PHASE DESCRIPTION</th>
<th>CONTRACTOR / WORK DETAIL</th>
<th>GROSS PRICE OR AREA</th>
<th>ORIGINAL BID AMOUNT PER BUILDING</th>
<th>CHANGE ORDERS</th>
<th>TOTAL</th>
<th>UNIT COST</th>
<th>9 BUILDING PROJECT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GENERAL REQUIREMENTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Gross 9 Building Price)</td>
<td>$429,235.06</td>
<td>$0.00</td>
<td>$434,235.06</td>
<td>$18,093.13</td>
<td>$3,908,115.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SITE WORK</strong></td>
<td></td>
<td></td>
<td>$47,914.44</td>
<td>$0.00</td>
<td>$47,914.44</td>
<td>$1,996.44</td>
<td>$431,230.00</td>
</tr>
<tr>
<td><strong>BUILDING SHELL</strong></td>
<td></td>
<td></td>
<td>$1,484,181.30</td>
<td>$0.00</td>
<td>$1,484,181.30</td>
<td>$61,840.89</td>
<td>$13,357,631.70</td>
</tr>
<tr>
<td><strong>CONCRETE</strong></td>
<td></td>
<td></td>
<td>$235,607.67</td>
<td>$0.00</td>
<td>$235,607.67</td>
<td>$9,816.99</td>
<td>$2,120,469.00</td>
</tr>
<tr>
<td><strong>METALS</strong></td>
<td></td>
<td></td>
<td>$9,900.00</td>
<td>$0.00</td>
<td>$9,900.00</td>
<td>$412.50</td>
<td>$89,100.00</td>
</tr>
<tr>
<td><strong>LABOR, WOOD AND MATERIALS</strong></td>
<td></td>
<td></td>
<td>$399,397.38</td>
<td>$0.00</td>
<td>$399,397.38</td>
<td>$16,641.56</td>
<td>$3,594,576.44</td>
</tr>
<tr>
<td><strong>THERMAL/MOISTURE PROTECTION</strong></td>
<td></td>
<td></td>
<td>$113,913.00</td>
<td>$0.00</td>
<td>$113,913.00</td>
<td>$4,746.38</td>
<td>$1,025,217.00</td>
</tr>
<tr>
<td><strong>GARAGES, DOORS AND WINDOWS</strong></td>
<td></td>
<td></td>
<td>$50,831.03</td>
<td>$0.00</td>
<td>$50,831.03</td>
<td>$2,117.96</td>
<td>$457,479.26</td>
</tr>
<tr>
<td><strong>FINISHES</strong></td>
<td></td>
<td></td>
<td>$275,010.00</td>
<td>$0.00</td>
<td>$275,010.00</td>
<td>$11,458.75</td>
<td>$2,475,090.00</td>
</tr>
<tr>
<td><strong>SPECIALTIES</strong></td>
<td></td>
<td></td>
<td>$19,400.00</td>
<td>$0.00</td>
<td>$19,400.00</td>
<td>$808.33</td>
<td>$174,600.00</td>
</tr>
<tr>
<td><strong>EQUIPMENT</strong></td>
<td></td>
<td></td>
<td>$2,000.00</td>
<td>$0.00</td>
<td>$2,000.00</td>
<td>$83.33</td>
<td>$18,000.00</td>
</tr>
<tr>
<td><strong>MECHANICAL &amp; ELECTRICAL</strong></td>
<td></td>
<td></td>
<td>$376,122.22</td>
<td>$0.00</td>
<td>$376,122.22</td>
<td>$15,755.09</td>
<td>$3,403,100.00</td>
</tr>
<tr>
<td><strong>APARTMENT FINISHES</strong></td>
<td></td>
<td></td>
<td>$18,500.00</td>
<td>$0.00</td>
<td>$18,500.00</td>
<td>$770.83</td>
<td>$166,500.00</td>
</tr>
<tr>
<td><strong>SUB-TOTAL:</strong></td>
<td></td>
<td></td>
<td>$1,979,830.80</td>
<td>$0.00</td>
<td>$1,984,830.80</td>
<td>$82,701.28</td>
<td>17,863,477.20</td>
</tr>
<tr>
<td><strong>CONTRACTOR’S FEE &amp; OVERHEAD</strong></td>
<td>General Conditions &amp; Profit</td>
<td>15%</td>
<td>$296,974.62</td>
<td>$0.00</td>
<td>$296,974.62</td>
<td>$12,373.94</td>
<td>2,672,771.58</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td></td>
<td></td>
<td>$2,276,805.42</td>
<td>$0.00</td>
<td>$2,276,805.42</td>
<td>$94,866.89</td>
<td>20,491,248.78</td>
</tr>
</tbody>
</table>
EXHIBIT "F"

Sources and Uses of TIF for All Phases

SOURCES

Assumptions:

Base Tax Amount of Project Site $696,390
Post-Renovation Valuation $19,656,375
Tax Levy 2.0845580
TIF Revenues/Year $391,280
Total Potential TIF Revenues $5,869,200

USES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Acquisition</td>
<td>$1,150,000</td>
</tr>
<tr>
<td>Building Permit</td>
<td>$168,975</td>
</tr>
<tr>
<td>Soil &amp; Material Testing</td>
<td>$10,000</td>
</tr>
<tr>
<td>City Sidewalks &amp; Trails Extensions</td>
<td>$83,000</td>
</tr>
<tr>
<td>Sanitary Sewer and Water Extensions</td>
<td>$297,000</td>
</tr>
<tr>
<td>Sewer &amp; Water Permits</td>
<td>$7,830</td>
</tr>
<tr>
<td>Soil Correction/Mitigation/Excavation/Storm Water</td>
<td>$1,100,000</td>
</tr>
<tr>
<td>Landscaping</td>
<td>$270,000</td>
</tr>
<tr>
<td>Street Lighting</td>
<td>$3,400</td>
</tr>
<tr>
<td>Surface Level Concrete Work</td>
<td>$1,946,400</td>
</tr>
<tr>
<td>Picnic Area</td>
<td>$25,000</td>
</tr>
<tr>
<td>Development Fee (TIF-eligible portion of total)</td>
<td>$210,000</td>
</tr>
<tr>
<td>Contractor's Fee &amp; Overhead (TIF-eligible portion of total)</td>
<td>$742,076</td>
</tr>
<tr>
<td>Architecture and Engineering fees</td>
<td>$205,294</td>
</tr>
<tr>
<td>Capitalized Interest on TIF Loan</td>
<td>$462,199</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$18,000</td>
</tr>
</tbody>
</table>

TOTAL USES: $6,699,174

* The above "sources" and "uses" for the Project are estimates based upon the assumptions of Redeveloper and are subject to change.
EXHIBIT "G"

Cost-Benefit Analysis
(Pursuant to Neb. Rev. Stat. § 18-2113)

The cost-benefit analysis for the Project, described in the attached Redevelopment Plan, which will utilize funds authorized by section 18-2147 of the Act, is below:

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

   The City and Dodge County will continue to allocate the taxes generated by the base value of the Project Site between the relevant taxing jurisdictions pursuant to the Act. Only the incremental taxes created by the Project will be captured to pay for the project's eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Project, the true tax shift of the Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the estimated 15 year tax shift for the Project is set forth below:

   **Assumptions:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Tax Amount of Project Site</td>
<td>$696,390</td>
</tr>
<tr>
<td>Post-Redevelopment Valuation</td>
<td>$19,656,375</td>
</tr>
<tr>
<td>Tax Levy</td>
<td>2.0845580</td>
</tr>
<tr>
<td>TIF Revenues/Year</td>
<td>$391,280</td>
</tr>
<tr>
<td>Total TIF Revenues</td>
<td>$5,869,200</td>
</tr>
</tbody>
</table>

   **Notes:**

   The numbers above represent the aggregate of all three phases collected over the course of 17 years (i.e., Phase One: year 1 – 15; Phase Two: year 2-16; and Phase Three: year 3-17).

   The Base Tax Amount provided above is the assessed value of the Project Site in 2018.

   The projected TIF Revenues are based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The 2018 levy rate is assumed to be the levy rate.
2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the Project:

   a. Public infrastructure improvements and impacts:

      Redeveloper will construct or extend water and sewer systems to provide appropriate service to the Project Site; and Redeveloper will fill and grade the Project Site to provide for effective surface water runoff. Redeveloper also anticipates the construction of electric utilities extending to the residences within the Project Site. It is the intent of this Redevelopment Plan that such infrastructure and site preparation are paid for by the Redeveloper and reimbursed by TIF. Other than the construction or extension of the utilities and infrastructure detailed above, Redeveloper and the City anticipate that the existing public facilities and utilities can adequately meet the demands of the Project.

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

      The Project should create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of TIF will defer receipt of a majority of new ad valorem real property taxes generated by the Project, the Project should generate immediate revenues for the City. The Project and new residences therein will require and pay for City services. Additionally, the City will benefit from the sales tax charged on materials used to construct the Project. Redeveloper and the Agency do not anticipate that the Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

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

   Other than the management and leasing offices for the apartment complex, Agency and Redeveloper do not anticipate that any employers will locate within the Project Site. However, the Project will provide additional housing for employees in the area. The Agency and Redeveloper do not anticipate that the Project will have an adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the Project Site.

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

   The Project should have a material positive impact on private sector businesses surrounding the Project Site. The Project will provide much needed housing in the community, which will benefit employers, employees, and the City in general. Further, the residences

Exhibit "G"
constructed as part of the Project should increase the need for services and products from existing businesses, such as household products and general consumer services.

The Agency and Redeveloper do not anticipate that the Project will have a negative impact on local employers. Construction of the apartment complex should create a pool of additional employees in the City and/or additional housing options for current employees.

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

Due to the targeted demographic of the apartment complex, the Project will not result in the addition of school-aged children to the school district. The school district will not receive taxes from the residences built during the time the increased taxes are utilized to pay the TIF Indebtedness. The school district has received state aid to education in the past. Part of the school aid formula involves assessed valuation in the school district. The valuation that generates the TIF Indebtedness payments is not included in the formula and does not count against the state aid that the school district would receive. Taxes on any increase in the base value of the land will benefit the school district. After the TIF Indebtedness is paid, or at the end of the respective 15 years of division of taxes, whichever is sooner, the increased valuation from the residential construction will be available to and benefit the school district.

6. **Other impacts determined by the Agency to be relevant to the consideration of costs and benefits arising from the Project:**

The Project Site is blighted and contains substandard conditions that are a detriment to the City as a whole. The Project will revitalize and occupy a vacant space without negatively impacting the surrounding businesses or straining the public infrastructure. There are no other material impacts determined by the City or Agency relevant to the consideration of the cost or benefits arising from the Project. As such, the benefits of the Project outweigh the costs.
May 10, 2019

DELIVERED VIA ELECTRONIC MAIL

Brian Newton
City of Fremont
City Administrator
400 E Military Ave
Fremont, NE 68025
brian.newton@fremontne.gov

Re: Fountain Springs Apartments TIF Project

Dear Brian:

This firm represents Fremont Enterprises, LLC, with respect to the above-referenced redevelopment project in the City of Fremont, Nebraska. Per your request, enclosed with this correspondence is a copy of the redevelopment plan for the City’s consideration. This letter and the enclosed redevelopment plan shall act as redeveloper's TIF application to the City. Please confirm that upon receipt of these materials by May 10, 2019, the Planning Commission will consider the redevelopment plan at its June 17, 2019, regularly scheduled meeting, and the City Council will consider the redevelopment plan at its July 9, 2019, regularly scheduled meeting.

Please let me know if you have any questions or requests for additional materials. We look forward to working with the City on this project.

Very truly yours,

Michael D. Sands

cc: Brian Zubert; Robert Fields

Enclosure
RESOLUTION NO 2019-117

A RESOLUTION OF THE CITY OF FREMONT, NEBRASKA, AUTHORIZING AN AMENDMENT TO THE 23RD AND BELL REDEVELOPMENT PLAN TO SPECIFY THE FOUNTAIN SPRINGS 55+ MULTI-FAMILY PROJECT FOR PROPERTY LOCATED BETWEEN 29TH AND 32ND STREETS WEST OF YAGER ROAD PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a request for approval of an amendment to the 23rd and Bell Redevelopment Plan to specify the Fountain Springs 55+ Multi-family complex was filed with the offices of the Department of Planning, City of Fremont (City); and

WHEREAS, the property is legally described as Lots 1 and 2, Fountain Springs Subdivision 2nd Addition; Lot 2 Fountain Springs Subdivision 3rd Addition; Lots 1 and 2 Fountain Springs Subdivision 4th Addition;

WHEREAS, the City has determined that the subject property is currently zoned UR, Urban Residential;

WHEREAS, a public hearing on the proposed amendment to the 23 & Bell Redevelopment Plan was held by the Planning Commission on July 8th, 2019, and subsequently by the City Council on July 9, 2019; and

WHEREAS, the City has determined that such proceedings were in compliance with Neb. Rev. Stat. §18-2112 to 18-2117 with regard to redevelopment plans;

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

SECTION 1. REDEVELOPMENT PLAN AMENDMENT. The amendment to the 23rd and Bell Street Redevelopment Plan to adopt the Fountain Springs 55+ multi-family plan is hereby approved.

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

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

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

PASSED AND APPROVED THIS THE _______ DAY OF _______________________, 20____.

___________________________________________
Scott Getzschman, Mayor
ATTEST:

Tyler Ficken, City Clerk
Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: July 9, 2019
SUBJECT: Request for a Conditional Use Permit to collocate telecommunications equipment on an existing tower and add an area for base equipment

RECOMMENDATION: Approval

Background:

This item was originally scheduled for the June 17 Planning Commission meeting. There was not a quorum at the meeting so there was not a public hearing or action taken. A special meeting of the Planning Commission is scheduled for July 8, 2019. The outcome of that meeting will be reported at the July 9 City Council meeting.

This is a request for approval of an amendment of a conditional use permit for a wireless communications facility to allow the collocation of additional equipment on an existing tower and to allow an additional area for base equipment on the ground.

The proposal is on property generally located at 600 S Main, described as attached.

The area of application is zoned GI, General Industrial.

The area to the west is zoned LI, Light Industrial, the areas to the north, east and south are zoned and developed as GI General Industrial.

The proposal consists of adding a platform with handrails, antennas, radio heads, associated equipment and an additional 10' by 15' leased area for base equipment to an existing wireless communications tower.

11-316.05.B Identifies criteria for approval of a Conditional Use Permit.

11-316.05.B.1 states that “the conditional use shall not be of a type that would tend to undermine the implementation of an adopted plan that includes the lot or tract proposed for development.

Finding: The site is zoned GI, General Industrial and is developed with industrial uses. This is a request to collocate on an existing tower. The proposal will not undermine an adopted plan.

11-316.05.B.2 states “The conditional use shall be compatible with surrounding land uses and the natural environment, and will not materially detract from the character of the immediate

...
area or negatively affect the planned or anticipated development or redevelopment trajectory.”

Finding: The proposed use is compatible with the surrounding area.

11-316.05.B.3 states “There is no practicable alternative location where the use is permitted as-of-right within 1,000 feet of the lot or tract proposed for development, or if such a location exists, the proposed location is more favorable in terms of: a) providing a needed community service; b) providing a critical mass of jobs that are likely to pay more than the median wages for the region; c) providing a balance of land uses, ensuring that appropriate supporting activities, such as employment, housing, leisure-time, and retail centers are in close proximity to one another; or d) making more efficient use of public infrastructure, such as off-peak street capacity.

Finding: This proposal is preferable to construction of a new tower. The proposed location is favorable in terms of aesthetics, providing a balance of land uses and making more efficient use of existing resources.

11-316.06.B.4 states “The approval of the conditional use will not create a critical mass of similar conditional uses that is likely to discourage permitted uses by making the area less desirable.”

Finding: The proposal enhances the area by minimizing the need for additional wireless communication towers in the vicinity.

11-316.06.B.5 states “The conditional use and any conditions of development shall adequately protect public health and safety against natural and man-made hazards which include, but are not limited to, traffic noise, water pollution, airport hazards, and flooding.

Finding: There are no hazards or harm to the public health and safety.

11-316.06.B.6 states “The conditional use will not use an unfairly disproportionate share of public services that would compromise the delivery of those services to other uses in the vicinity. Applicable public services include, but are not limited to, utilities, police protection, fire protection, schools, parks, and libraries.”

Finding: The proposed use will not use a disproportionate share of public services.

This proposal is to collocate on an existing tower. Thus the applicable section of 11.504.04 DD. States “Telecommunication Towers are permitted if it is demonstrated that:

2. Tower facilities are designed to be aesthetically and architecturally compatible with the surrounding built environment, as recommended by the planning commission and approved by the city council; associated support buildings are also designed with materials that are consistent with those in the adjacent and surrounding areas (metal exteriors are not be permitted for support accessory buildings)
Finding: The proposed addition is compatible with the surrounding uses.

4. Collocation. It is the policy of the city to encourage the collocation of new communication towers with existing towers or as part of suitable existing structures. This is for the purpose of minimizing the number of telecommunication sites. All applications for approval of a communication tower location shall include evidence that all potential alternatives for location on existing towers or suitable buildings has been explored and exhausted. Applicants may not be denied space on an existing tower within the city or extra-territorial jurisdiction unless mechanical, structural, or regulatory factors prevent collocation. a. No wireless telecommunication facility owner or operator shall unfairly exclude a telecommunication competitor from using the same facility or location. Upon request by the city, the owner or operator shall provide evidence stating why collocation is not possible.

Finding: This is a proposal to collocate that is consistent with the City’s policy

Staff Recommendation: Approval: The proposal is consistent with City policy to encourage collocation and is compatible with the surrounding land uses.
Generalized area of 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 Cheri Edwards on behalf of SBA Towers II LLC and T-Mobile Central LLC

Phone (913) 400-3677

Address 12431 Cambridge Circle Fax

City Leawood State KS Zip 66209

Email cledwards@sbasite.com

PROPERTY OWNER (if not the same as applicant above)

Name SBA Towers II LLC, a Florida limited liability company Phone (800) 487-SITE

Address 8051 Congress Avenue Fax

City Boca Raton State FL Zip 33487

Email

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

Name W-T Group Phone (224) 293-6333

Address 2675 Pratum Avenue Fax (224) 293-6444

City Hoffman Estates State IL Zip 60192

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 600 S. Main Street, Fremont, NE 68025
General Location (if no address is available)

Brief Legal Description of Property See Attached

Description of Request T-Mobile to add new collocation equipment to the existing SBA tower: Adding (1) Perfect Vision Platform with handrails PV-LPP12MRH-B (12’ 6”), (4) Commscope (FFHH-65C-R3) antennas (with rights to add (5) additional future Commscope FFHH-65C-R3 antennas), (8) Radioheads installed behind the antennas (Nokia AHLOA and Nokia AHFIB), (1) Hybrid Hicap Junction breakout CRS box attached to a 2.0 HRS Hybrid Trunk Cable, (with rights to add (1) future COVP and (1) 1 5/8” future Hybrid cable) at 125’ on the 144’ monopole. They will be adding a 10’ x 15’ leased space within the existing SBA lease area as shown on the submitted drawings.

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

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

Signature _______________________________ Print Name _______________________________ Date _______________________________

Office Use Only

Submittal Date 5-15-19 Project No. _______________________________ Payment Amount $300.00 Receipt No. _______________________________ Other Comments 2139967
ZONING APPLICATION

APPLICATION

An application for [zoning change or conditional use permit] may be filed with the Zoning Administrator, or his/her designee. The application shall include the following information:

1. Name and address of the applicant.
2. Owner, address and legal description of the property.
3. A description of the reason for the rezoning application and/or the nature and operating characteristics of the proposed use.
4. Any graphic information, including site plans, elevations, other drawings, or other materials determined by the Zoning Administrator to be necessary to describe the proposed use to approving agencies. (Fremont Zoning Ordinance (FZO) § 1203 and 1204)

CHECKLIST (the following items must be submitted as part of the application process)

A. Application (including fees)
B. A copy of the owner’s deed(s) for the subject property.
C. A copy of the plat, survey, surveyor’s field notes (including sketch of the subject property) or other illustration sufficient to locate the subject property on the ground.

For conditional use permit applications:

D. A site plan, floor plan(s) and elevations, drawn to a scale sufficient to permit adequate review and dimensioned as necessary, showing the following information:
   1. The date, scale, north point, title, name of owner, and name of person preparing the site plan, floor plan and elevations.
   2. The location and dimensions of boundary lines, easements, and required yards and setbacks of existing and proposed buildings and site improvements (including parking, tree plantings and landscaping improvements).
   3. The location, size, and use of proposed and existing structures on the site.
   4. Floor plans should include walls, windows, doors (including swings), stairs and ramps, shafts, means of egress, etc., and shall be sufficiently dimensioned to describe all relevant space sizes; and label each space according to its use.
   5. Elevations should include grade, references, survey markers/monuments, scale, building height and materials.

Please note that your application will not be accepted or there may be a delay in processing by the Planning Department if any of the required information or materials are missing or improperly presented. To avoid unnecessary delays in processing, please remember to submit the appropriate submittal requirements, i.e., signed application, fees, and all supporting documentation. If you have any questions regarding this application or required materials, please contact the Planning Department at 402-727-2636 between 8:00 am and 4:30 pm, Monday through Friday.
May 6, 2019

Planning and Zoning
Attn: Don Simon/Jennifer Dam
City of Fremont, NE
400 E. Military
Fremont, NE 68025
(402) 727-6236

RE: Zoning Application on behalf of T-Mobile Central LLC for existing SBA tower located at 600 S. Main Street, Fremont, NE 68025 (ON04037B_NE11085-A-02)

Dear Don/Jennifer:

Enclosed please find the Zoning application for the above site. Enclosed please find the following:

- Zoning application fees ($300.00)
- Zoning Application
- 6409 Letter stating Federal approval regulations
- Legal Description
- Redacted Easement Agreement with Property Owner
- Survey
- (3) Engineering Structural Analysis
- (3) Construction Drawings showing placement of T-Mobile equipment on existing tower

If you have any questions or need anything further, please contact me at the number or email listed below.

Thank you,

Cheri Edwards
Cheri Edwards
12431 Cambridge Circle
Leawood, KS 66209
(913) 400-3677 +O
(816) 289-0110 +C
cledwards@sbasite.com
Your Signal Starts Here.
GENERAL SITE NOTE:

1. CONTRACTOR WILL NOT START CONSTRUCTION UNTIL AFTER THEY HAVE REVIEWED THE PRE-CON PACKAGE AND WALK A PRE-CON WALK WITH THE PROJECT MANAGER.

2. CONTRACTOR TO HAVE PUBLIC BURIAL UTILITY LOCATING SERVICE IN ORDER TO LOCATE AND PROTECT ALL SURFACE UTILITIES. DO NOT SCALE OFF THESE PLANS FOR ANY BELOW GRADE UTILITIES.

3. CONTRACTOR SHALL VERIFY ALL EXISTING EXPOSED AND OVERTAPPED UTILITIES PRIOR TO EXCAVATION. CONTRACTOR SHALL REPAIR ALL DAMAGED UTILITIES AT THEIR OWN COST AND AT THEIR EXPENSE. CONTRACTOR SHALL REPAIR ANY DISCRIMINATION YOU MAKE WITH THE RESPECTIVE UTILITY COMPANY.

4. CONTRACTOR TO NOTIFY PUBLIC BURIAL IN 48 HOURS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY T-MOBILE AND ENGINEERING PRIOR TO ANY DISCRIMINATIONS.

5. CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION.

OVERALL SITE PLAN
SCALE: T = 60'-0"
PARENT PARCEL: DESCRIPTION (AS PROVIDED)

LAND, CITY, T, R., AND 6, Block 4, Feminine Addition, on Section 23, Township 4 North, Range 5 East, Lake County, Minnesota, described as the Rural Road and part of the west half of Section 23, Township 4 North, Range 5 East, Lake County, Minnesota.

AND BEING the same property conveyed to J & R Stone Mfg., LLC, a Minnesota limited liability company from Minnesota Timber, LLC, a Minnesota limited liability company by Wescott Delay dated September 17, 2019, recorded June 20, 2019, in Instrument No. 201904397.

The Parcel No. 201904397.

SCHEDULE 6, SECTION 23

RELIANCE NATIONAL TITLE INSURANCE COMPANY

CONTRACT DATE: 201904397

SCHEDULE 6, SECTION 23

PARENT PARCEL (AS PROVIDED)

LAND, CITY, T, R., AND 6, Block 4, Feminine Addition, on Section 23, Township 4 North, Range 5 East, Lake County, Minnesota, described as the Rural Road and part of the west half of Section 23, Township 4 North, Range 5 East, Lake County, Minnesota.

AND BEING the same property conveyed to J & R Stone Mfg., LLC, a Minnesota limited liability company from Minnesota Timber, LLC, a Minnesota limited liability company by Wescott Delay dated September 17, 2019, recorded June 20, 2019, in Instrument No. 201904397.

The Parcel No. 201904397.

SCHEDULE 6, SECTION 23

RELIANCE NATIONAL TITLE INSURANCE COMPANY

CONTRACT DATE: 201904397

SCHEDULE 6, SECTION 23

PARENT PARCEL (AS PROVIDED)

LAND, CITY, T, R., AND 6, Block 4, Feminine Addition, on Section 23, Township 4 North, Range 5 East, Lake County, Minnesota, described as the Rural Road and part of the west half of Section 23, Township 4 North, Range 5 East, Lake County, Minnesota.

AND BEING the same property conveyed to J & R Stone Mfg., LLC, a Minnesota limited liability company from Minnesota Timber, LLC, a Minnesota limited liability company by Wescott Delay dated September 17, 2019, recorded June 20, 2019, in Instrument No. 201904397.

The Parcel No. 201904397.

SCHEDULE 6, SECTION 23

RELIANCE NATIONAL TITLE INSURANCE COMPANY

CONTRACT DATE: 201904397

SCHEDULE 6, SECTION 23

PARENT PARCEL (AS PROVIDED)

LAND, CITY, T, R., AND 6, Block 4, Feminine Addition, on Section 23, Township 4 North, Range 5 East, Lake County, Minnesota, described as the Rural Road and part of the west half of Section 23, Township 4 North, Range 5 East, Lake County, Minnesota.

AND BEING the same property conveyed to J & R Stone Mfg., LLC, a Minnesota limited liability company from Minnesota Timber, LLC, a Minnesota limited liability company by Wescott Delay dated September 17, 2019, recorded June 20, 2019, in Instrument No. 201904397.

The Parcel No. 201904397.

SCHEDULE 6, SECTION 23

RELIANCE NATIONAL TITLE INSURANCE COMPANY

CONTRACT DATE: 201904397

SCHEDULE 6, SECTION 23

PARENT PARCEL (AS PROVIDED)

LAND, CITY, T, R., AND 6, Block 4, Feminine Addition, on Section 23, Township 4 North, Range 5 East, Lake County, Minnesota, described as the Rural Road and part of the west half of Section 23, Township 4 North, Range 5 East, Lake County, Minnesota.

AND BEING the same property conveyed to J & R Stone Mfg., LLC, a Minnesota limited liability company from Minnesota Timber, LLC, a Minnesota limited liability company by Wescott Delay dated September 17, 2019, recorded June 20, 2019, in Instrument No. 201904397.

The Parcel No. 201904397.
RESOLUTION NO. 2019-118

A RESOLUTION OF THE CITY OF FREMONT, NEBRASKA, AUTHORIZING THE EXPANSION OF A CONDITIONAL USE PERMIT FOR PROPERTY LOCATED AT 600 S. MAIN FOR THE PURPOSES OF EXPANDING THE LEASE AREA FOR WIRELESS COMMUNICATIONS EQUIPMENT AND ADDING EQUIPMENT ON AN EXISTING TOWER; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a request for approval of the expansion of a Conditional Use Permit to expand the lease area for wireless communications equipment and to add equipment to an existing tower was filed with the offices of the Department of Planning, City of Fremont (City); and

WHEREAS, the City has determined that the subject property is currently zoned GI, General Industrial

WHEREAS, wireless communications facilities in the GI, General Industrial zoning district require a Conditional Use Permit; and

WHEREAS, a public hearing on the proposed Conditional Use Permit was held by the Planning Commission on July 8, 2019, and subsequently by the City Council on July 9, 2019; and

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

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

SECTION I. PERMIT. Issuance of a Conditional Use Permit for the purpose of expanding the lease area for the addition of wireless communication equipment and allowing additional equipment on an existing tower is hereby authorized for the following described real estate:

(SEE EXHIBIT A)

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

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

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

PASSED AND APPROVED THIS THE _____DAY OF ______________________, 20____.
EXHIBIT A

Quitclaim Deed dated September 27, 2016 and recorded October 17, 2016 in Instrument No. 201604967.

Tax Parcel No. 270062552

Said interest being over land more particularly described by the following description:

**Exclusive Easement**

Situated in the City of Fremont, County of Dodge and State of Nebraska. Known as being part of Tax Lot 30 in Section 23, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, and being a 1,800 square foot Exclusive Easement Area over and upon a parcel of land now or formerly conveyed to J & R Store More, LLC, a Nebraska limited liability company as recorded in Document No. 201604967 of Dodge County records and being more particularly described as follows:

Commencing at a point on the easterly right-of-way of Platte River Bridge Road, said point being the southwesterly corner of said J & R Store More, LLC lands;
Thence along said right-of-way, North 00°10'53" East a distance of 35.67 feet to a point;
Thence South 89°49'07" East a distance of 176.84 feet to the Point of Beginning;

Thence North 00°00'00" East a distance of 60.00 feet to a point;
Thence South 90°00'00" East a distance of 30.00 feet to a point;
Thence South 00°00'00" West a distance of 60.00 feet to a point;
Thence North 90°00'00" West a distance of 30.00 feet to the Point of Beginning and containing
0.041 acres (1,800 square feet) of land, more or less.

**Access and Utility Easement**

**Non-Exclusive Access & Utility Easement:**

Situated in the City of Fremont, County of Dodge and State of Nebraska. Known as being part of Tax Lot 30 in Section 23, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, and being a 4,984 square foot Non-Exclusive Access & Utility Easement over and upon a parcel of land now or formerly conveyed to J & R Store More, LLC, a Nebraska limited liability company as recorded in Document No. 201604967 and Document No. 201604966 of Dodge County records and being more particularly described as follows:

Commencing at a point on the easterly right-of-way of Platte River Bridge Road, said point being the southwesterly corner of said J & R Store More, LLC lands;
Thence along said right-of-way, North 00°10'53" East a distance of 12.11 feet to a point;
Thence South 90°00'00" East a distance of 206.91 feet to a point;
Thence North 00°00'00" East a distance of 48.83 feet to the Point of Beginning;

Thence continuing North 00°00'00" East a distance of 12.00 feet to a point;
Thence South 90°00'00" East a distance of 37.75 feet to a point;
Thence North 00°00'00" East a distance of 328.88 feet to a point;
Thence South 90°00'00" East a distance of 32.66 feet to a point;
Thence North 00°00'00" East a distance of 4.11 feet to a point;
Thence South 89°59'00" East a distance of 12.00 feet to a point;
Thence South 00°00'00" West a distance of 16.11 feet to a point;
Thence North 90°00'00" West a distance of 32.66 feet to a point;
Thence South 00'00'04" West a distance of 328.88 feet to a point;
Thence North 90°00'00" West a distance of 49.75 feet to the Point of Beginning and containing
0.114 acres (4,984 square feet) of land, more or less.
Non-Exclusive Utility Easement:

Situated in the City of Fremont, County of Dodge and State of Nebraska. Known as being part of Tax Lot 30 in Section 23, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, and being a 4,236 square foot Non-Exclusive Utility Easement over and upon a parcel of land now or formerly conveyed to J & R Store More, LLC, a Nebraska limited liability company as recorded in Document No. 201604967 of Dodge County records and being more particularly described as follows:

Commencing at a point on the easterly right-of-way of Platte River Bridge Road, said point being the southwesterly corner of said J & R Store More, LLC lands; Thence along said right-of-way, North 00°10'53" East a distance of 4.11 feet to the Point of Beginning; Thence continuing North 00°10'53" East a distance of 8.00 feet to a point; Thence South 90°00'00" East a distance of 206.91 feet to a point; Thence North 00°00'00" East a distance of 100.11 feet to a point; Thence North 90°00'00" West a distance of 206.60 feet to a point; Thence North 00°10'53" East a distance of 8.00 feet to a point; Thence South 90°00'00" East a distance of 214.57 feet to a point; Thence South 00°00'00" West a distance of 116.11 feet to a point; Thence North 90°00'00" West a distance of 214.94 feet to the Point of Beginning and containing 0.097 acres (4,236 square feet) of land, more or less.
Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: July 9, 2019
SUBJECT: Request for a Conditional Use Permit for a 39 unit multi-family complex

RECOMMENDATION: Conditional Approval with the condition that the complex meet all other local, state and federal laws, permits and requirements.

Background:

This item was originally scheduled for the June 17, 2019 Planning Commission meeting. There was not a quorum at the meeting so there was not a public hearing or action taken. A special meeting of the Planning Commission is scheduled for July 8, 2019. The outcome of that meeting will be reported at the July 9, 2019 City Council meeting.

This is a request for approval of a conditional use permit for a 39 unit multi-family complex.

The proposal is on property generally described as Lot 7, Block 4 Sunridge Place Addition.

The area to the west, north and east is under development and is zoned UR, Urban Residential. The area to the south is zoned LI, Light Industrial and is developed with the city’s solar farm and utility plant. The area is separated from the LI area by a collector roadway.

The area of application is zoned UR, Urban Residential which allows a maximum of 24 units per acre. The site contains 3.25 acres. The proposed density is 12 units per acre- half of the maximum allowed by Table 11-602.01 of the UDC.

The proposed complex consists of four buildings with 39 three and four bedroom units. A community center is included in one of the buildings.

The proposed site includes a playground, a community garden and a barbeque patio.

The property was zoned R-4 in 2017. Multi-family units were permitted uses at the time.

The UDC was adopted in January, 2018 and the zoning was updated to UR, Urban Residential. Multi-family uses were permitted uses at that time.

A change to the zoning regulations was approved by the City Council in April, 2018 which changed multi-family uses to conditional uses in the UR, Urban Residential zoning district.

The use of this property for multi-family residential units has been discussed since the time preliminary plat and final plat and zoning changes had public hearings and action by the Planning Commission and City Council in 2017 and 2018.
11-316.05.B Identifies criteria for approval of a Conditional Use Permit.

11-316.05.B.1 states that “the conditional use shall not be of a type that would tend to undermine the implementation of an adopted plan that includes the lot or tract proposed for development.

Finding: The use of this property for multi-family residential units has been discussed since the time preliminary plat and final plat and zoning changes had public hearings and action by the Planning Commission and City Council in 2017 and 2018. The proposal will provide needed rental housing for families.

11-316.05.B.2 states “The conditional use shall be compatible with surrounding land uses and the natural environment, and will not materially detract from the character of the immediate area or negatively affect the planned or anticipated development or redevelopment trajectory.”

Finding: The proposal is compatible with the industrial uses to the south and the future mixed density residential uses to the west, north and east. The proposed was anticipated during the zoning and platting of the area thus is compatible with the future development of the area.

11-316.05.B.3 states “There is no practicable alternative location where the use is permitted as-of-right within 1,000 feet of the lot or tract proposed for development, or if such a location exists, the proposed location is more favorable in terms of: a) providing a needed community service; b) providing a critical mass of jobs that are likely to pay more than the median wages for the region; c) providing a balance of land uses, ensuring that appropriate supporting activities, such as employment, housing, leisure-time, and retail centers are in close proximity to one another; or d) making more efficient use of public infrastructure, such as off-peak street capacity.

Finding: There is not a site within 1,000 feet in which the multi-family complex would be permitted as-of-right. The multi-family complex was anticipated as the zoning and plats were moving through the approval process. The multi-family complex will provide a needed community service.

11-316.06.B.4 states “The approval of the conditional use will not create a critical mass of similar conditional uses that is likely to discourage permitted uses by making the area less desirable.”

Finding: The proposed multi-family complex was anticipated at the time of development as were other multi-family uses in the vicinity. At the time of zoning approval multi-family units were permitted by right. Approval of the conditional use permit will not create a critical mass that will discourage permitted uses or make the area less desirable.
11-316.06.B.5 states “The conditional use and any conditions of development shall adequately protect public health and safety against natural and man-made hazards which include, but are not limited to, traffic noise, water pollution, airport hazards, and flooding.

Finding: The proposed multi-family complex does not create man-made hazards. There will not be a significant increase in traffic noise. The use will not create water pollution—a SWPP permit will be required prior to land disturbance. The proposal does not impact and is not near the airport. A grading and drainage plan was approved with the preliminary plat and there will not be an increase in flooding as a result of this proposal.

11-316.06.B.6 states “The conditional use will not use an unfairly disproportionate share of public services that would compromise the delivery of those services to other uses in the vicinity. Applicable public services include, but are not limited to, utilities, police protection, fire protection, schools, parks, and libraries.”

Finding: The proposed use will not use an unfairly disproportionate share of public services. The impact on public services was considered at the time that the change of zone and preliminary plat was approved. A playground and a community garden are being included on the site for the use of the residents.

11-504.01.B states Multi-family Dwellings are permitted if it is demonstrated that:

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

Finding: The proposed multi-family development is separated by a collector roadway from the LI district to the south.

2. “They are located greater than 300 feet from any other multiple family development, as measured from the boundary lines nearest each other:

Finding: There are no other multi-family developments in the area.

3. “There are no more than 12 units per acre.”

Finding: The proposed density is 12 units per acre.

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

Finding: This will be a condition of approval in the resolution.
The site plan shows 62 parking stalls—three more than the minimum requirement of 1.5 stalls per dwelling unit as required by Table 11-803.02.01.

The site plan shows bicycle parking per the requirements of 11-803.06.C.

The setbacks shown meet the minimum requirements of a 25 foot front yard, 15 foot rear yard and 13 foot side yard per 11-602.02.02. The proposed development also appears to meet the 65% maximum building coverage ratio. Specific details will be provided at the time of building permit.

A revised landscape plan was provided that meets the requirements of 11-813 to 11-816 is required.

A sign permit meeting the requirements of 11-825.02.01 will be required for the complex sign.

**Staff Recommendation:** The proposal meets the requirements delineated in the UDC as outlined above. Staff recommends Conditional Approval with the requirements that the complex meet all other local, state and federal laws, permits and requirements.
Area of Application
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: Suncap Associates, LP
Phone: 314.565.7928
Address: 3701 Lindell, Ste 101
Fax: 
City: St. Louis
State: MO
Zip: 63108
Email: jdilber@capstonedev.net

PROPERTY OWNER (if not the same as applicant above)

Name: Don Peterson and Associates Real Estate Co.
Phone: 402.719.4631
Address: 100 East 6th Street
Fax: 
City: Fremont
State: NE
Zip: 68025
Email: jennifer@donpeterson.com

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

Name: Webster Design, Inc
Phone: 314.308.3481
Address: 3701 Lindell, Ste 101
Fax: 
City: St. Louis
State: MO
Zip: 63108
Email: damon@websterdesigninc.com

AGENT (if not the same as applicant above)

Name: n/a
Phone: 
Address: 
Fax: 
City: 
State: 
Zip: 
Email: 

(application continued on next page)
ZONING APPLICATION

PROPERTY INFORMATION

Address of Property ________________________________
General Location (if no address is available) 3.25 acres of Jack Sutton Drive (SEE MAP ATTACHED)

Brief Legal Description of Property a parcel of land located in the NW1/4 of Section 19, Township 17 North range 9 East of the 6th P.M., Dodge County, Nebraska

Description of Request ____________________________________________________________

Zoning is in place but after further review of the code by Jennifer Dam (Planning Director) it is conditional for for multi-family housing developments. Requesting a conditional use permit to allow the Sunridge Apartments development to move forward. This is a 39 unit multi-family housing development.

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

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

Signature ___________________________ Print Name ___________________________ Date 5/8/19

Office Use Only

Submittal Date 5-10-19 Project No. ____________________________
Payment Amount 300.00 Receipt No. ____________________________
Other Comments ____________________________________________________________

Page 3 of 3
May 5, 2019

City of Fremont
Planning and Development
400 E. Military Ave.
Fremont, NE 68025

Re: Conditional Use Permit Application
Sunridge Apartments

To whom it may concern:

Please find enclosed the following pursuant to the Conditional Use Permit Application requirements/instructions:

1. Application including $300 application fee
2. Copy of the owner’s deed
3. Copy of the plat
4. Site plan, landscape plan, floor plans and elevations

Please call with questions at 314.565.7928.

Sincerely,

[Signature]

Jela Dilber
WARRANTY DEED

LaAnn Ehmcke, fka LuAnn Eckerson and Gary E. Ehmcke, wife and husband, AND Connie Lynn Barron, fka Connie Lynn Eckerson and Paul F. Barron, wife and husband, GRANTORS, in consideration of Two Dollars ($2.00) and other good and valuable consideration received from GRANTEE,

Don Peterson & Associates Real Estate Co., convey to GRANTEE, the following described real estate (as defined in Neb. Stat. 76-201) in Dodge County, Nebraska:

See Exhibit A attached

GRANTORS covenant with GRANTEE that GRANTORS:

(1) is lawfully seized of such real estate, that it is free from encumbrances, except easements, restrictions and reservations of records, and a pro-rata 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 December 27, 2017

LaAnn Ehmcke, fka LuAnn Eckerson

Gary E. Ehmcke

Connie Lynn Barron, fka Connie Lynn Eckerson

Paul F. Barron

State of Nebraska
County of Dodge

The foregoing instrument was acknowledged before me this 27 day of December, 2017, by LaAnn Ehmcke, fka LuAnn Eckerson and Gary E. Ehmcke, wife and husband, AND Connie Lynn Barron, fka Connie Lynn Eckerson and Paul F. Barron, wife and husband.

Marlene McKee
Notary Public

File No. 171041
EXHIBIT "A"

A PARCEL OF LAND LOCATED IN THE NW1/4 OF SECTION 19, TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 19;
THENCE N02°14'03"W ALONG THE WEST LINE OF THE NW1/4 OF SAID SECTION 19 A DISTANCE OF 380.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID WEST LINE N02°14'03"W A DISTANCE OF 873.00 FEET;
THENCE S87°45'57"E A DISTANCE OF 178.00 FEET;
THENCE N02°14'03"W A DISTANCE OF 317.84 FEET TO A POINT ON THE SOUTH LINE OF MILITARY AVENUE, SAID POINT BEING 86.00 FEET FROM CENTERLINE MEASURED AT RIGHT ANGLES;
THENCE S88°17'50"E A DISTANCE OF 62.15 FEET TO THE NORTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN BOOK 2013, PAGE 6962 IN THE DODGE COUNTY REGISTER OF DEEDS OFFICE;
THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID PARCEL:
S02°14'03"E A DISTANCE OF 313.57 FEET;
S87°45'57"W A DISTANCE OF 37.82 FEET;
S36°20'57"E A DISTANCE OF 131.12 FEET;
ADVANCE ALONG A 177.50 FOOT RADIUS CURVE TO THE LEFT AN ARC LENGTH OF 48.53 FEET, THROUGH A CENTRAL ANGLE OF 15°39'54", HAVING A CHORD BEARING S45°19'06"W AND A CHORD LENGTH OF 48.58 FEET;
S52°30'51"E A DISTANCE OF 55.00 FEET;
S80°29'33"E A DISTANCE OF 148.43 FEET;
S31°56'06"W A DISTANCE OF 34.82 FEET;
S06°54'13"W A DISTANCE OF 78.50 FEET;
S11°19'10"E A DISTANCE OF 186.51 FEET;
S85°54'09"E A DISTANCE OF 154.46 FEET;
N73°30'13"E A DISTANCE OF 160.76 FEET;
N87°35'36"E A DISTANCE OF 100.10 FEET;
N02°24'24"W A DISTANCE OF 31.55 FEET;
N87°35'36"E A DISTANCE OF 122.49 FEET;
N02°24'24"W A DISTANCE OF 75.01 FEET;
N06°53'48"W A DISTANCE OF 150.46 FEET;
N00°45'35"W A DISTANCE OF 87.58 FEET;
N14°07'35"E A DISTANCE OF 126.95 FEET;
N08°44'56"E A DISTANCE OF 179.04 FEET;
N01°42'10"E A DISTANCE OF 162.19 FEET TO A POINT ON THE SOUTH LINE OF MILITARY AVENUE, SAID POINT BEING 86.00 FEET FROM CENTERLINE MEASURED AT RIGHT ANGLES;
THENCE S88°17'50"E ALONG SAID SOUTH LINE A DISTANCE OF 1143.66 FEET;
THENCE N01°42'10"E A DISTANCE OF 6.00 FEET;
THENCE N88°17'50"W A DISTANCE OF 98.41 FEET;
THENCE N01°42'10"E A DISTANCE OF 7.00 FEET TO A POINT ON THE SOUTH LINE OF MILITARY AVENUE, SAID POINT BEING 33.00 FEET FROM EASTERLY EXTENSION OF THE CENTERLINE MEASURED AT RIGHT ANGLES;
THENCE S88°17'50"E A DISTANCE OF 300.77 FEET;
THENCE S02°16'57"E A DISTANCE OF 342.91 FEET;
THENCE N87°43'06"E A DISTANCE OF 364.72 FEET TO A POINT ON THE EAST LINE OF SAID NW1/4;
THENCE S02°17'07"E ALONG SAID EAST LINE A DISTANCE OF 704.48 FEET TO A POINT LYING 380.00 FEET NORTH OF THE SOUTH LINE OF SAID NW1/4;
THENCE S87°35'36"W ALONG A LINE PARALLEL TO AND 380.00 FEET NORTH OF SAID SOUTH LINE MEASURED AT RIGHT ANGLES A DISTANCE OF 2703.46 FEET TO THE POINT OF BEGINNING, EXCEPT PUBLIC ROAD RIGHT OF WAY.
Three Bedroom Garden Unit
Scale: 1/8" = 1'-0"
1084.5 SF

Four Bedroom Garden Unit
Scale: 1/8" = 1'-0"
1240 SF

Sunridge Apartments
Fremont, Nebraska
Building 3
Street Front Elevation

Sunridge Apartments
Fremont, Nebraska
January 24, 2019

Nebraska Investment Finance Authority
1230 O Street, Suite 200
Lincoln, NE 68508-1402

Suncap Associates, LP
c/o Capstone Development Group, LLC
3701 Lindell Blvd,
St. Louis, MO 63108

Project: Sunridge Apartments
         Fremont, NE

To Whom it May Concern:
Attached are the Plans for the above referenced project, included are drawings A-1 thru A-25.

Additionally, this letter is to certify that the above referenced project will be designed and built in accordance with the following Building Codes:

   International Building Code, 2015 Edition, with City of Fremont Amendments
   International Residential Code, 2015 Edition
   International Fire Code, 2105 Edition
   Uniform Mechanical Code, 2015 Edition
   Uniform Plumbing Code, 2015 Edition

Please feel free to contact me if you have any questions or comments

Webster Design, Inc.

[Signature]

Damon C. Femmer, AIA, LEED-AP
President
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NW1/4 OF SECTION 19, TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 19; THENCE N02°14'03"W ALONG THE WEST LINE OF THE NW1/4 OF SAID SECTION 19 A DISTANCE OF 380.00 FEET; THENCE N87°35'36"E A DISTANCE OF 1261.62 FEET TO THE POINT OF BEGINNING; THENCE N02°24'24"W A DISTANCE OF 395.86 FEET; THENCE S88°17'50"E A DISTANCE OF 373.08 FEET; THENCE ALONG A 530.00 FOOT RADIUS CURVE TO THE LEFT AN ARC LENGTH OF 47.38 FEET, THROUGH A CENTRAL ANGLE OF 05°07'21", HAVING A CHORD BEARING S00°09'17"W AND A CHORD LENGTH OF 47.37 FEET; THENCE S02°24'24"E A DISTANCE OF 321.80 FEET; THENCE S87°35'36"W ALONG A LINE PARALLEL TO AND 380.00 FEET NORTH OF THE SOUTH LINE OF SAID NW1/4 MEASURED AT RIGHT ANGLES A DISTANCE OF 370.00 FEET TO THE POINT OF BEGINNING; CONTAINING 3.25 ACRES, MORE OR LESS.
Location Map
The map below illustrates the location of the Subject.
A RESOLUTION OF THE CITY OF FREMONT, NEBRASKA, AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR PROPERTY LOCATED AT Lot 7, Block 4 Sunridge Place Addition FOR THE PURPOSES OF DEVELOPING A 39 UNIT MULTI-FAMILY RESIDENTIAL COMPLEX; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a request for approval of a Conditional Use Permit for a 39 unit multi-family residential complex was filed with the offices of the Department of Planning, City of Fremont (City); and

WHEREAS, the City has determined that the subject property is currently zoned UR, Urban Residential; and

WHEREAS, multi-family residential uses in the UR, Urban Residential zoning district requires a Conditional Use Permit; and

WHEREAS, a public hearing on the proposed Conditional Use Permit was held by the Planning Commission on July 8, 2019, and subsequently by the City Council on July 9, 2019; and

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

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

SECTION 1. PERMIT. Issuance of a Conditional Use Permit for the purpose of a 39 unit multi-family residential complex is hereby authorized for the following described real estate:

Lot 7, Block 4 Sunridge Place Addition

Subject to the following conditions: The operation meet all other local, state and federal regulations.

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

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

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

PASSED AND APPROVED THIS THE_____DAY OF______________________, 20____.
Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk
STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jody Sanders, CPA, Director of Finance
DATE: July 9, 2019
SUBJECT: Claims

Recommendation: Move to approve June 20 through July 9, 2019 claims, as well as subsequent claims due and payable before the next meeting of the City Council, and authorize checks to be drawn on the proper accounts.

Background: Council will review claims via email July 5, 2019. In addition, Staff is requesting approval by the Council to pay claims that will become due and payable (by virtue of contractual agreements or regulatory requirements) before the next City Council meeting.

The amount due is not known as of this staff report, but the related vendors are listed below. These approved claims will still be presented as claims at the next City Council meeting and included in the total requested by Council for approval.

- Direct deposit of employee payroll on July 11, 2019, and related withholdings remitted to pension plans, federal and state tax withholdings, and garnishments.
- Nebraska Department of Revenue – sales & lodging tax collected by the City at various facilities.
- Health and dental claims paid by the City’s third-party administrator Blue Cross and Blue Shield, as well as Health care reinsurance premiums payable.
- Life and Disability (ST & LT) premiums payable to UNUM monthly
- Workers compensation claims paid by the City’s third-party administrator Tri-Star.
- Transmission and energy purchases payable to Southwest Power Pool, every Tuesday.
- Construction, transmission and energy purchases payable to Omaha Public Power District.
- Natural gas purchases from Northern Natural Gas/US Energy, BP, Cargill, Central Plains Energy Project (CPEP) and Public Energy Authority of Kentucky (PEAK).
- Coal purchases from Cloud Peak Energy Resources, Peabody coal, and freight charges to Union Pacific.
- UPS weekly invoice for shipping costs, due within ten days or late fees are incurred.

There are a limited number of agencies that debit the City’s bank account for credit card processing fees, kiosk fees, bank analysis fees and occasionally NSF fees from our Ambulance Billing contractor. These are based on a fee schedule.

Fiscal Impact:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>City/Governmental funds claims total</td>
<td>$ 7,626,983.85</td>
</tr>
<tr>
<td>Utility funds claims total</td>
<td>$ 5,596,914.06</td>
</tr>
<tr>
<td>Total of all claims</td>
<td>$13,223,897.91</td>
</tr>
</tbody>
</table>
PAYMENT TYPES
Checks .................................................. Y
EFTs ....................................................... Y
ePayables ............................................... Y

VOUCHER SELECTION CRITERIA
Voucher/discount due date ......................... 06/27/2019
All banks ............................................... A

REPORT SEQUENCE OPTIONS:
Vendor ..................................................... N
Bank/Vendor ........................................... N
Fund/Dept/Div ......................................... N
Fund/Dept/Div/Element/Obj ....................... N
Proj/Fund/Dept/Div/Elm/Obj ....................... N

This report is by: Bank/Vendor
Process by bank code? (Y,N) ...................... Y
Print reports in vendor name sequence? (Y,N) .. Y
Calendar year for 1099 withholding ............ 2019
Disbursement year/per ............................. 2019/09
Payment date ......................................... 06/27/2019
<table>
<thead>
<tr>
<th>VEND NO</th>
<th>SEQ#</th>
<th>VENDOR NAME</th>
<th>INVOICE NO</th>
<th>VOUCHER NO</th>
<th>Bnk_CHECK/DUE DATE</th>
<th>ACCOUNT NO</th>
<th>ITEM DESCRIPTION</th>
<th>CHECK AMOUNT</th>
<th>EFT, EPAY OR HAND-ISSUED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0000584</td>
<td>00</td>
<td>CEI</td>
<td>20190627</td>
<td>PR0627</td>
<td>06/27/2019</td>
<td>001-0000-201.00-00</td>
<td>PAYROLL SUMMARY</td>
<td>EFT:</td>
<td>128,148.45</td>
</tr>
<tr>
<td>0006466</td>
<td>00</td>
<td>CREDIT BUREAU SERVICES INC</td>
<td>20190627</td>
<td>PR0627</td>
<td>06/27/2019</td>
<td>001-0000-201.00-00</td>
<td>PAYROLL SUMMARY</td>
<td></td>
<td>436.70</td>
</tr>
<tr>
<td>0004234</td>
<td>00</td>
<td>DEPARTMENT OF UTILITIES C S</td>
<td>20190627</td>
<td>PR0627</td>
<td>06/27/2019</td>
<td>001-0000-201.00-00</td>
<td>PAYROLL SUMMARY</td>
<td></td>
<td>436.70</td>
</tr>
<tr>
<td>0005193</td>
<td>00</td>
<td>DEPARTMENT OF UTILITIES PAYROLL</td>
<td>20190627</td>
<td>PR0627</td>
<td>06/27/2019</td>
<td>001-0000-201.00-00</td>
<td>PAYROLL SUMMARY</td>
<td>EFT:</td>
<td>1,793.65</td>
</tr>
<tr>
<td>0003226</td>
<td>00</td>
<td>FRATERNAL ORDER OF POLICE #37</td>
<td>20190627</td>
<td>PR0627</td>
<td>06/27/2019</td>
<td>001-0000-201.00-00</td>
<td>PAYROLL SUMMARY</td>
<td></td>
<td>930.00</td>
</tr>
<tr>
<td>0004629</td>
<td>00</td>
<td>INTERNAL REVENUE SERVICE <strong>EFT</strong></td>
<td>20190627</td>
<td>PR0627</td>
<td>06/27/2019</td>
<td>001-0000-201.00-00</td>
<td>PAYROLL SUMMARY</td>
<td></td>
<td>86,549.90</td>
</tr>
<tr>
<td>0005477</td>
<td>00</td>
<td>LAUGHLIN TRUSTEE, KATHLEEN A</td>
<td>20190627</td>
<td>PR0627</td>
<td>06/27/2019</td>
<td>001-0000-201.00-00</td>
<td>PAYROLL SUMMARY</td>
<td></td>
<td>278.00</td>
</tr>
<tr>
<td>0003205</td>
<td>00</td>
<td>NEBRASKA PUBLIC EMPLOYEES LOCAL 251</td>
<td>20190627</td>
<td>PR0627</td>
<td>06/27/2019</td>
<td>001-0000-201.00-00</td>
<td>PAYROLL SUMMARY</td>
<td></td>
<td>450.00</td>
</tr>
</tbody>
</table>

00 General Fund  
BANK TOTAL: 88,644.60  192,983.54
<table>
<thead>
<tr>
<th>VEND NO</th>
<th>SEQ#</th>
<th>VENDOR NAME</th>
<th>INVOICE NO</th>
<th>VOUCHER NO</th>
<th>F.O. NO</th>
<th>BNK CHECK/DUE DATE</th>
<th>ACCOUNT NO</th>
<th>ITEM DESCRIPTION</th>
<th>CHECK NO</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0006845</td>
<td>00</td>
<td>ROCKY MOUNTAIN RESERVE LLC</td>
<td>06/24/19</td>
<td>MANUAL000472</td>
<td>01</td>
<td>06/24/2019</td>
<td>060-0660-444.70-01</td>
<td>06/17/19-06/23/19</td>
<td>CHECK #: 101196</td>
<td>2,934.12</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**VENDOR TOTAL**: 2,934.12

**Employee Benefits**

<table>
<thead>
<tr>
<th>BANK TOTAL</th>
<th>00</th>
<th>2,934.12</th>
</tr>
</thead>
<tbody>
<tr>
<td>HAND ISSUED TOTAL</td>
<td>***</td>
<td>2,934.12</td>
</tr>
<tr>
<td>EFT/EPAY TOTAL</td>
<td>***</td>
<td>192,983.54</td>
</tr>
<tr>
<td>TOTAL EXPENDITURES</td>
<td>****</td>
<td>195,917.66</td>
</tr>
<tr>
<td>GRAND TOTAL</td>
<td>******************</td>
<td>284,562.26</td>
</tr>
</tbody>
</table>
## Direct Deposit Register

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Employee Name</th>
<th>Social Security Number</th>
<th>Deposit Amount</th>
</tr>
</thead>
</table>

**Final Total:** 277,882.44  
**Count:** 285
PAYMENT TYPES
Checks ................. Y
EFTs ........................ Y
ePayables .............. Y

VOUCHER SELECTION CRITERIA
Voucher/discount due date ............... 07/02/2019
All banks ......................... A

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

This report is by: Bank/Vendor
Process by bank code? (Y,N) ............... Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding ........ 2019
Disbursement year/per ...................... 2019/10
Payment date ......................... 07/02/2019
<table>
<thead>
<tr>
<th>VEND NO</th>
<th>SEQ#</th>
<th>VENDOR NAME</th>
<th>NO</th>
<th>NO</th>
<th>VOUCHER F.O.</th>
<th>NO</th>
<th>NO</th>
<th>BKNO CHECK/DUE</th>
<th>ACCOUNT NO</th>
<th>ITEM DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>9999999</td>
<td>00</td>
<td>Employee 2618</td>
<td>062719</td>
<td>Emp 2618</td>
<td>00475</td>
<td>00</td>
<td>07/02/2019</td>
<td>001-0000-201.00-00</td>
<td>Employee 2618 062719 PR</td>
<td>487.14</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>VENDOR TOTAL *</td>
<td>487.14</td>
</tr>
<tr>
<td>00</td>
<td>General Fund</td>
<td>00</td>
<td>General Fund</td>
<td>BANK TOTAL *</td>
<td>487.14</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Employee payroll check that was not included in the direct deposit transmission.
<table>
<thead>
<tr>
<th>VEND NO</th>
<th>SEQ#</th>
<th>VENDOR NAME</th>
<th>INVOICE NO</th>
<th>VOUCHER NO</th>
<th>F.O. NO</th>
<th>BANK CHECK/DUE NO</th>
<th>ACCOUNT NO</th>
<th>ITEM NO</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
<th>EFT, EPAY OR HAND-ISSUED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0006845</td>
<td>00</td>
<td>ROCKY MOUNTAIN RESERVE LLC</td>
<td>07/01/19</td>
<td>MANUAL000474</td>
<td>01</td>
<td>060-0660-444.70-01</td>
<td>06/24/19-06/30/19</td>
<td>CHECK #: 101197</td>
<td>1,279.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>VENDOR TOTAL *</td>
<td>.00</td>
<td>1,279.25</td>
</tr>
<tr>
<td>01</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>01 Employee Benefits</td>
<td>BANK TOTAL *</td>
<td>.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>HAND ISSUED TOTAL ***</td>
<td></td>
<td>1,279.25</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL EXPENDITURES ****</td>
<td>487.14</td>
<td>1,279.25</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GRAND TOTAL ******************</td>
<td></td>
<td>1,766.39</td>
</tr>
</tbody>
</table>
## Payment Types
- Checks: Y
- EFTs: Y
- ePayables: Y

## Voucher Selection Criteria
- Voucher/discount due date: 07/10/2019
- All banks: A

## Report Sequence Options:
- Vendor: X
- Bank/Vendor: N
- Fund/Dept/Div: N
- Fund/Dept/Div/Element/Obj: N
- Proj/Fund/Dept/Div/Elm/Obj: N

This report is by: Bank/Vendor
- Process by bank code? (Y,N): Y
- Print reports in vendor name sequence? (Y,N): Y
- Calendar year for 1099 withholding: 2019
- Disbursement year/per: 2019/10
- Payment date: 07/10/2019
## Expenditure Approval List

**Program:** GM339L  
**As Of:** 07/10/2019  
**Payment Date:** 07/10/2019  
**City of Fremont**  
**General Fund**

<table>
<thead>
<tr>
<th>VEND NO</th>
<th>SEQ#</th>
<th>VENDOR NAME</th>
<th>INVOICE NO</th>
<th>VOUCHER NO</th>
<th>F.O. NO</th>
<th>BK. NO</th>
<th>CHECK/DUE DATE</th>
<th>ACCOUNT NO</th>
<th>ITEM DESCRIPTION</th>
<th>CHECK NO</th>
<th>EFT, EPAY OR HAND-ISSUED</th>
<th>VENDOR TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>0000956</td>
<td>00</td>
<td>A &amp; A DRUG CO INC</td>
<td>232064</td>
<td>PI4807</td>
<td>036959</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-1206-422.30-33</td>
<td>BLANKET PURCHASE ORDER</td>
<td>243.80</td>
<td>243.80</td>
<td></td>
</tr>
<tr>
<td>0006870</td>
<td>00</td>
<td>A &amp; R CONSTRUCTION CO</td>
<td>BR1018 #2</td>
<td>PI4967</td>
<td>037731</td>
<td>00</td>
<td>07/10/2019</td>
<td>012-2032-431.45-20</td>
<td>GENERAL</td>
<td>69,787.80</td>
<td>Somers Ave Bridge Rehab progress payment CCR2018-155</td>
<td></td>
</tr>
<tr>
<td>0000959</td>
<td>00</td>
<td>ACE HARDWARE</td>
<td>113926/3</td>
<td>PI4805</td>
<td>036958</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2026-451.30-56</td>
<td>BLANKET PURCHASE ORDER</td>
<td>31.68</td>
<td>VENDOR TOTAL *</td>
<td>69,787.80</td>
</tr>
<tr>
<td>0000965</td>
<td>00</td>
<td>ALL SYSTEMS LLC</td>
<td>80098</td>
<td>PI4971</td>
<td>038157</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2027-452.20-60</td>
<td>GENERAL</td>
<td>165.00</td>
<td>159.98</td>
<td></td>
</tr>
<tr>
<td>0005290</td>
<td>00</td>
<td>AMAZON</td>
<td>AMZ041219LEB</td>
<td>PI4993</td>
<td>037085</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-455.30-51</td>
<td>GENERAL</td>
<td>8.92</td>
<td>834.00</td>
<td></td>
</tr>
<tr>
<td>VEND NO</td>
<td>SEQ#</td>
<td>VENDOR NAME</td>
<td>INVOICE NO</td>
<td>VOUCHER NO</td>
<td>P.O. NO</td>
<td>BANK NO</td>
<td>CHECK/DUE DATE</td>
<td>ACCOUNT NO</td>
<td>ITEM DESCRIPTION</td>
<td>AMOUNT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>------</td>
<td>----------------------------------</td>
<td>------------</td>
<td>------------</td>
<td>---------</td>
<td>---------</td>
<td>-----------------</td>
<td>------------</td>
<td>------------------------</td>
<td>--------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005290</td>
<td>00</td>
<td>AMAZON</td>
<td>P15018</td>
<td>037085</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-455.30-51</td>
<td>GENERAL</td>
<td>50.37</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005290</td>
<td>00</td>
<td></td>
<td>P15019</td>
<td>037085</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-455.30-51</td>
<td>GENERAL</td>
<td>17.32</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005290</td>
<td>00</td>
<td></td>
<td>P15020</td>
<td>037085</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-455.30-51</td>
<td>GENERAL</td>
<td>34.98</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005290</td>
<td>00</td>
<td></td>
<td>P15021</td>
<td>037085</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-455.30-51</td>
<td>GENERAL</td>
<td>17.21</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005290</td>
<td>00</td>
<td></td>
<td>P15022</td>
<td>037085</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-455.30-51</td>
<td>GENERAL</td>
<td>19.65</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005290</td>
<td>00</td>
<td></td>
<td>P15023</td>
<td>037085</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-455.30-51</td>
<td>GENERAL</td>
<td>14.87</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005290</td>
<td>00</td>
<td></td>
<td>P15024</td>
<td>037085</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-455.30-51</td>
<td>GENERAL</td>
<td>24.58</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005290</td>
<td>00</td>
<td></td>
<td>P15025</td>
<td>037085</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-455.30-51</td>
<td>GENERAL</td>
<td>19.26</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005290</td>
<td>00</td>
<td></td>
<td>P15026</td>
<td>037085</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-455.30-51</td>
<td>GENERAL</td>
<td>15.71</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005290</td>
<td>00</td>
<td></td>
<td>P15027</td>
<td>037085</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-455.30-51</td>
<td>GENERAL</td>
<td>13.54</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005290</td>
<td>00</td>
<td></td>
<td>P15028</td>
<td>037085</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-455.30-51</td>
<td>GENERAL</td>
<td>13.65</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005290</td>
<td>00</td>
<td></td>
<td>P15029</td>
<td>037085</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-455.30-51</td>
<td>GENERAL</td>
<td>14.90</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005290</td>
<td>00</td>
<td></td>
<td>P15030</td>
<td>037085</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-455.30-51</td>
<td>GENERAL</td>
<td>8.44</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005290</td>
<td>00</td>
<td></td>
<td>P15031</td>
<td>037085</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-455.30-51</td>
<td>GENERAL</td>
<td>23.30</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005290</td>
<td>00</td>
<td></td>
<td>P15032</td>
<td>037085</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-455.30-51</td>
<td>GENERAL</td>
<td>15.50</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005290</td>
<td>00</td>
<td></td>
<td>P15033</td>
<td>037085</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-455.30-51</td>
<td>GENERAL</td>
<td>8.54</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005290</td>
<td>00</td>
<td></td>
<td>P15034</td>
<td>037085</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-455.30-51</td>
<td>GENERAL</td>
<td>32.96</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005290</td>
<td>00</td>
<td></td>
<td>P15035</td>
<td>037085</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-455.30-51</td>
<td>GENERAL</td>
<td>23.99</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0006169</td>
<td>00</td>
<td>AMERICAN BROADBAND INTERNET</td>
<td>P14957</td>
<td>037118</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-419.20-12</td>
<td>BLANKET PURCHASE ORDER</td>
<td>200.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002869</td>
<td>00</td>
<td>AQUA-CHEM INC</td>
<td>P14832</td>
<td>037956</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2028-451.30-32</td>
<td>GENERAL</td>
<td>178.80</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002869</td>
<td>00</td>
<td></td>
<td>P15060</td>
<td>037956</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2028-451.30-32</td>
<td>GENERAL</td>
<td>418.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002869</td>
<td>00</td>
<td></td>
<td>P14833</td>
<td>037957</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2030-451.30-32</td>
<td>GENERAL</td>
<td>120.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002869</td>
<td>00</td>
<td></td>
<td>P15061</td>
<td>037957</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2030-451.30-32</td>
<td>GENERAL</td>
<td>1,254.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0000982</td>
<td>00</td>
<td>ARMS &amp; AMMO SPORTING GOODS</td>
<td>P14855</td>
<td>038158</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-1209-421.40-10</td>
<td>GENERAL</td>
<td>1,350.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0000983</td>
<td>00</td>
<td>ARPS RED-E-MIX INC.</td>
<td>P14925</td>
<td>036960</td>
<td>00</td>
<td>07/10/2019</td>
<td>012-2025-431.30-69</td>
<td>BLANKET PURCHASE ORDER</td>
<td>840.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002954</td>
<td>00</td>
<td>ASPHALT AND CONCRETE MATERIALS CO</td>
<td>P14954</td>
<td>037046</td>
<td>00</td>
<td>07/10/2019</td>
<td>012-2025-431.30-69</td>
<td>FIELD PURCHASE ORDER</td>
<td>702.73</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0003298</td>
<td>00</td>
<td>AUTOZONE INC</td>
<td>P14926</td>
<td>036961</td>
<td>00</td>
<td>07/10/2019</td>
<td>012-2025-431.30-63</td>
<td>BLANKET PURCHASE ORDER</td>
<td>38.99</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0003013</td>
<td>00</td>
<td>BARCO MUNICIPAL PRODUCTS INC</td>
<td>P14954</td>
<td>037046</td>
<td>00</td>
<td>07/10/2019</td>
<td>012-2025-431.30-63</td>
<td>BLANKET PURCHASE ORDER</td>
<td>38.99</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VENDOR NO</td>
<td>SEQ#</td>
<td>VENDOR NAME</td>
<td>VENDOR ADDRESS</td>
<td>INVOICE NO</td>
<td>VOUCHER NO</td>
<td>F.O. NO</td>
<td>BNK NO</td>
<td>CHECK/DUE DATE</td>
<td>ACCOUNT NO</td>
<td>ITEM DESCRIPTION</td>
<td>CHECK AMOUNT</td>
<td></td>
</tr>
<tr>
<td>-----------</td>
<td>------</td>
<td>-------------</td>
<td>----------------</td>
<td>------------</td>
<td>------------</td>
<td>--------</td>
<td>-------</td>
<td>----------------</td>
<td>------------</td>
<td>------------------</td>
<td>--------------</td>
<td></td>
</tr>
<tr>
<td>0003013</td>
<td>00</td>
<td>BARCO MUNICIPAL PRODUCTS INC</td>
<td></td>
<td>IN-233564</td>
<td>PI4906</td>
<td>038132</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2025-431.30-76</td>
<td>FIELD PURCHASE ORDER</td>
<td>654.80</td>
<td></td>
</tr>
<tr>
<td>9999999</td>
<td>00</td>
<td>BATTLE CREEK MUTUAL INSURANCE</td>
<td></td>
<td>040319</td>
<td>SCHURKAMP000485</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-1206-342.02-00</td>
<td>STEPHANIE SCHURKAMP/AMB</td>
<td>114.20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0004311</td>
<td>00</td>
<td>BAUER BUILT INC</td>
<td></td>
<td>880067273</td>
<td>PI4927</td>
<td>036962</td>
<td>00</td>
<td>07/10/2019</td>
<td>012-2025-431.30-60</td>
<td>BLANKET PURCHASE ORDER</td>
<td>36.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PI4928</td>
<td>036962</td>
<td>00</td>
<td>07/10/2019</td>
<td>012-2025-431.30-63</td>
<td>BLANKET PURCHASE ORDER</td>
<td>16.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PI4929</td>
<td>036962</td>
<td>00</td>
<td>07/10/2019</td>
<td>012-2025-431.30-60</td>
<td>BLANKET PURCHASE ORDER</td>
<td>20.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PI4930</td>
<td>036962</td>
<td>00</td>
<td>07/10/2019</td>
<td>012-2025-431.30-56</td>
<td>BLANKET PURCHASE ORDER</td>
<td>228.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PI4931</td>
<td>036962</td>
<td>00</td>
<td>07/10/2019</td>
<td>012-2025-431.30-60</td>
<td>BLANKET PURCHASE ORDER</td>
<td>11.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PI4932</td>
<td>036962</td>
<td>00</td>
<td>07/10/2019</td>
<td>012-2025-431.30-56</td>
<td>BLANKET PURCHASE ORDER</td>
<td>118.50</td>
<td></td>
</tr>
<tr>
<td>0004035</td>
<td>00</td>
<td>BOMGAARS SUPPLY INC</td>
<td></td>
<td>16441124</td>
<td>PI4809</td>
<td>036964</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2027-452.30-56</td>
<td>BLANKET PURCHASE ORDER</td>
<td>245.83</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PI4810</td>
<td>036964</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2027-452.30-56</td>
<td>BLANKET PURCHASE ORDER</td>
<td>52.65</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PI4808</td>
<td>036964</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2027-452.30-56</td>
<td>BLANKET PURCHASE ORDER</td>
<td>102.96</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PI4933</td>
<td>036964</td>
<td>00</td>
<td>07/10/2019</td>
<td>012-2025-431.30-56</td>
<td>BLANKET PURCHASE ORDER</td>
<td>43.99</td>
<td></td>
</tr>
<tr>
<td>0002414</td>
<td>00</td>
<td>BOUND TREE MEDICAL LLC</td>
<td></td>
<td>83250290</td>
<td>PI4917</td>
<td>038188</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-1206-422.30-33</td>
<td>GENERAL</td>
<td>311.69</td>
<td></td>
</tr>
<tr>
<td>0003427</td>
<td>00</td>
<td>BRODART CO</td>
<td></td>
<td>B5652403</td>
<td>PI4883</td>
<td>037088</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-455.30-51</td>
<td>GENERAL</td>
<td>211.93</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>B5652674</td>
<td>PI4884</td>
<td>037088</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-455.30-51</td>
<td>GENERAL</td>
<td>376.17</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>B5654622</td>
<td>PI4885</td>
<td>037088</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-455.30-51</td>
<td>GENERAL</td>
<td>102.13</td>
<td></td>
</tr>
<tr>
<td>0006906</td>
<td>00</td>
<td>BURNS &amp; MCDONNELL ENGINEERING CO</td>
<td></td>
<td>115366-2</td>
<td>PI4905</td>
<td>038123</td>
<td>00</td>
<td>07/10/2019</td>
<td>029-2034-466.45-34</td>
<td>GENERAL</td>
<td>117,273.00</td>
<td></td>
</tr>
<tr>
<td>9999999</td>
<td>00</td>
<td>BURNS, CHRISTINA</td>
<td></td>
<td>062619</td>
<td>BURNS</td>
<td>000476</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-334.00-00</td>
<td>CHRISTINA BURNS/WHAT IS</td>
<td>14.99</td>
<td></td>
</tr>
<tr>
<td>0006534</td>
<td>00</td>
<td>CAPPEL AUTO SUPPLY INC</td>
<td></td>
<td>2634-00-000515</td>
<td>PI4873</td>
<td>036999</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2027-452.30-49</td>
<td>BLANKET PURCHASE ORDER</td>
<td>28.74</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2634-00-000601</td>
<td>PI4874</td>
<td>036999</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2025-431.30-56</td>
<td>BLANKET PURCHASE ORDER</td>
<td>57.55</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2634-00-000634</td>
<td>PI4875</td>
<td>036999</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2025-431.30-56</td>
<td>BLANKET PURCHASE ORDER</td>
<td>397.52</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2634-00-000745</td>
<td>PI4941</td>
<td>036999</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2025-431.30-63</td>
<td>BLANKET PURCHASE ORDER</td>
<td>86.42</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2634-00-000678</td>
<td>PI4942</td>
<td>036999</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2025-431.30-56</td>
<td>BLANKET PURCHASE ORDER</td>
<td>131.56</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2634-00-000836</td>
<td>PI4943</td>
<td>036999</td>
<td>00</td>
<td>07/10/2019</td>
<td>012-2025-431.30-33</td>
<td>BLANKET PURCHASE ORDER</td>
<td>25.99</td>
<td></td>
</tr>
<tr>
<td>VEND NO</td>
<td>SEQ#</td>
<td>VENDOR NAME</td>
<td>VOUCHER P.O.</td>
<td>BNK CHECK/DUE ACCOUNT NO</td>
<td>ITEM DESCRIPTION</td>
<td>CHECK AMOUNT</td>
<td>EFT, EPAY OR HAND-ISSUED AMOUNT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>--------</td>
<td>-------------------------------</td>
<td>--------------</td>
<td>---------------------------</td>
<td>---------------------------------</td>
<td>--------------</td>
<td>---------------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0006534</td>
<td>00</td>
<td>CAPPEL AUTO SUPPLY INC</td>
<td>PI4944</td>
<td>036999 00 07/10/2019</td>
<td>BLANKET PURCHASE ORDER</td>
<td>11.99</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PI4945</td>
<td>036999 00 07/10/2019</td>
<td>BLANKET PURCHASE ORDER</td>
<td>36.32</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PI4946</td>
<td>036999 00 07/10/2019</td>
<td>BLANKET PURCHASE ORDER</td>
<td>75.18</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PI4947</td>
<td>036999 00 07/10/2019</td>
<td>BLANKET PURCHASE ORDER</td>
<td>113.78</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PI4948</td>
<td>036999 00 07/10/2019</td>
<td>BLANKET PURCHASE ORDER</td>
<td>41.18</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>VENDOR TOTAL *</td>
<td>833.39</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0006549</td>
<td>00</td>
<td>CARROT-TOP INDUSTRIES INC</td>
<td>PI4978</td>
<td>038195 00 07/10/2019</td>
<td>GENERAL</td>
<td>119.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>VENDOR TOTAL *</td>
<td>119.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002675</td>
<td>00</td>
<td>CENTURYLINK (QWEST)</td>
<td>0619PI4817</td>
<td>037001 00 07/10/2019</td>
<td>BLANKET PURCHASE ORDER</td>
<td>964.59</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>0619PI4818</td>
<td>037001 00 07/10/2019</td>
<td>BLANKET PURCHASE ORDER</td>
<td>2.75</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>0619PI4821</td>
<td>037001 00 07/10/2019</td>
<td>BLANKET PURCHASE ORDER</td>
<td>46.44</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>0619PI4818</td>
<td>037001 00 07/10/2019</td>
<td>BLANKET PURCHASE ORDER</td>
<td>42.78</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>0619PI4820</td>
<td>037001 00 07/10/2019</td>
<td>BLANKET PURCHASE ORDER</td>
<td>98.42</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>VENDOR TOTAL *</td>
<td>1,154.98</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001024</td>
<td>00</td>
<td>CHRISTENSEN LUMBER INC</td>
<td>001-2027-452</td>
<td>07/10/2019</td>
<td>BLANKET PURCHASE ORDER</td>
<td>14.40</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>001-2027-452</td>
<td>07/10/2019</td>
<td>VENDOR TOTAL *</td>
<td>14.40</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005167</td>
<td>00</td>
<td>CITY OF LINCOLN</td>
<td>PI4909</td>
<td>038179 00 07/10/2019</td>
<td>GENERAL</td>
<td>3,739.35</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>VENDOR TOTAL *</td>
<td>3,739.35</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005994</td>
<td>00</td>
<td>CONSOLIDATED MANAGEMENT CO</td>
<td>PI4835</td>
<td>038085 00 07/10/2019</td>
<td>GENERAL</td>
<td>97.36</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>216463</td>
<td></td>
<td></td>
<td>PI4836</td>
<td>038085 00 07/10/2019</td>
<td>GENERAL</td>
<td>97.36</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>216504</td>
<td></td>
<td></td>
<td>PI5063</td>
<td>038085 00 07/10/2019</td>
<td>GENERAL</td>
<td>97.36</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>VENDOR TOTAL *</td>
<td>292.08</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001643</td>
<td>00</td>
<td>CULLIGAN OF OMAHA</td>
<td>PI4830</td>
<td>037145 00 07/10/2019</td>
<td>GENERAL</td>
<td>48.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>955705</td>
<td></td>
<td></td>
<td>PI5050</td>
<td>037145 00 07/10/2019</td>
<td>GENERAL</td>
<td>48.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>VENDOR TOTAL *</td>
<td>96.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0006908</td>
<td>00</td>
<td>DAVIS, JAY G</td>
<td>PI4918</td>
<td>038200 00 07/10/2019</td>
<td>GENERAL</td>
<td>1,757.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>VENDOR TOTAL *</td>
<td>1,757.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0006420</td>
<td>00</td>
<td>DEPARTMENT OF THE TREASURY</td>
<td>PI4984</td>
<td>038210 00 07/10/2019</td>
<td>BLANKET PURCHASE ORDER</td>
<td>1,768.60</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>VENDOR TOTAL *</td>
<td>1,768.60</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001063</td>
<td>00</td>
<td>DIAMOND VOGEL PAINT CENTER</td>
<td>PI4811</td>
<td>036968 00 07/10/2019</td>
<td>BLANKET PURCHASE ORDER</td>
<td>150.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEND NO</td>
<td>SEQ#</td>
<td>VENDOR NAME</td>
<td>Voucher P.O.</td>
<td>BNK</td>
<td>CHECK/DUE DATE</td>
<td>ACCOUNT NO</td>
<td>ITEM DESCRIPTION</td>
<td>CHECK AMOUNT</td>
<td>EFT, EPAY OR HAND-ISSUED AMOUNT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>------</td>
<td>-------------------------------------</td>
<td>--------------</td>
<td>-----</td>
<td>----------------</td>
<td>------------</td>
<td>---------------------------------</td>
<td>--------------</td>
<td>----------------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001063</td>
<td>00</td>
<td>DIAMOND Vogel Paint Center</td>
<td>P14866 036968</td>
<td>00</td>
<td>07/10/2019</td>
<td>012-2025-431.30-56</td>
<td>BLANKET PURCHASE ORDER</td>
<td>156.65</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>P14935 036968</td>
<td>00</td>
<td>07/10/2019</td>
<td>012-2025-431.30-56</td>
<td>BLANKET PURCHASE ORDER</td>
<td>41.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001313</td>
<td>00</td>
<td>Dillon Chevrolet Fremont Inc, Sid</td>
<td>P14936 036970</td>
<td>00</td>
<td>07/10/2019</td>
<td>012-2025-431.30-63</td>
<td>BLANKET PURCHASE ORDER</td>
<td>107.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0006371</td>
<td>00</td>
<td>Display Sales</td>
<td>P14979 038196</td>
<td>00</td>
<td>07/10/2019</td>
<td>042-0772-490.30-79</td>
<td>BLANKET PURCHASE ORDER</td>
<td>223.20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0003359</td>
<td>00</td>
<td>Dodge County Humane Society July 2019</td>
<td>P15051 037149</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-1209-421.20-65</td>
<td>GENERAL</td>
<td>8,120.42</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001070</td>
<td>00</td>
<td>Dodge County Register of Deeds</td>
<td>P14949 037002</td>
<td>00</td>
<td>07/10/2019</td>
<td>012-2032-431.45-20</td>
<td>BLANKET PURCHASE ORDER</td>
<td>10.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0006357</td>
<td>00</td>
<td>Drews, Douglas N</td>
<td>P14960 037665</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2027-452.20-99</td>
<td>GENERAL</td>
<td>595.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0006149</td>
<td>00</td>
<td>Engineered Controls Inc</td>
<td>P14902 037572</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-455.20-65</td>
<td>GENERAL</td>
<td>1,140.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0003087</td>
<td>00</td>
<td>Eakes Office Solutions</td>
<td>P15071 038207</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-455.30-79</td>
<td>GENERAL</td>
<td>141.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0006061</td>
<td>00</td>
<td>Elemetal Fabrication LLC</td>
<td>P14870 036985</td>
<td>00</td>
<td>07/10/2019</td>
<td>029-2034-466.30-79</td>
<td>BLANKET PURCHASE ORDER</td>
<td>40.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001111</td>
<td>00</td>
<td>Fremont Builders Supply Inc</td>
<td>P14812 036973</td>
<td>00</td>
<td>07/10/2019</td>
<td>029-2034-466.30-79</td>
<td>BLANKET PURCHASE ORDER</td>
<td>39.32</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001112</td>
<td>00</td>
<td>Fremont Electric Inc</td>
<td>P14825 037140</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-1206-422.20-60</td>
<td>BLANKET PURCHASE ORDER</td>
<td>108.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>P14826 037140</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2026-451.20-60</td>
<td>BLANKET PURCHASE ORDER</td>
<td>58.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>P14827 037140</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2026-451.30-48</td>
<td>BLANKET PURCHASE ORDER</td>
<td>33.09</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**VENDOR TOTAL**: 348.15

**VENDOR TOTAL**: 107.50

**VENDOR TOTAL**: 223.20

**VENDOR TOTAL**: 8,120.42

**VENDOR TOTAL**: 10.00

**VENDOR TOTAL**: 595.00

**VENDOR TOTAL**: 570.00

**VENDOR TOTAL**: 225.00

**VENDOR TOTAL**: 1,390.00

**VENDOR TOTAL**: 141.00

**VENDOR TOTAL**: 40.00

**VENDOR TOTAL**: 40.00

**VENDOR TOTAL**: 1,140.00

**VENDOR TOTAL**: 1,140.00

**VENDOR TOTAL**: 39.32

**VENDOR TOTAL**: 39.32

**VENDOR TOTAL**: 108.50

**VENDOR TOTAL**: 58.50

**VENDOR TOTAL**: 33.09

**VENDOR TOTAL**: 200.09
## Expenditure Approval List

**Program:** GM339L  
**City of Fremont**  
**General Fund**

**As of:** 07/10/2019  
**Payment Date:** 07/10/2019

### Expenditure Approval List

<table>
<thead>
<tr>
<th>VEND NO</th>
<th>SEQ#</th>
<th>INVOICE NO</th>
<th>VENDOR NAME</th>
<th>VOUCHER F.O. NO</th>
<th>PAYMENT DATE</th>
<th>BNK CHECK/DUE DATE</th>
<th>ACCOUNT NO</th>
<th>ITEM DESCRIPTION</th>
<th>CHECK/DEP. NO</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0003907</td>
<td>00</td>
<td>97848/061719</td>
<td>FREMONT HEALTH CLINIC</td>
<td>PI4951 037012</td>
<td>07/10/2019</td>
<td>001-1206-422.20-35</td>
<td>BLANKET PURCHASE ORDER</td>
<td>270.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001131</td>
<td>00</td>
<td>847494</td>
<td>FREMONT TRIBUNE</td>
<td>PI4822 037003</td>
<td>07/10/2019</td>
<td>001-1003-415.20-33</td>
<td>BLANKET PURCHASE ORDER</td>
<td>100.94</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002924</td>
<td>00</td>
<td>847830</td>
<td>FREMONT WASTE TRANSFER</td>
<td>PI4950 037003</td>
<td>07/10/2019</td>
<td>001-1003-415.20-33</td>
<td>BLANKET PURCHASE ORDER</td>
<td>7.20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001132</td>
<td>00</td>
<td>333071 01</td>
<td>FREMONT WINNELSON CO</td>
<td>PI4867 036974</td>
<td>07/10/2019</td>
<td>001-2027-452.30-56</td>
<td>BLANKET PURCHASE ORDER</td>
<td>46.07</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0006821</td>
<td>00</td>
<td>062619</td>
<td>G &amp; G CONCRETE CONSTRUCTION</td>
<td>PI5069 038163</td>
<td>07/10/2019</td>
<td>001-1209-421.40-13</td>
<td>GENERAL</td>
<td>6,800.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0006263</td>
<td>00</td>
<td>67225037</td>
<td>GALE/CENGAGE LEARNING INC</td>
<td>PI4886 037089</td>
<td>07/10/2019</td>
<td>001-2031-455.30-51</td>
<td>GENERAL</td>
<td>23.99</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001139</td>
<td>00</td>
<td>47654</td>
<td>GERHOLD CONCRETE CO INC</td>
<td>PI4868 036975</td>
<td>07/10/2019</td>
<td>012-2025-431.30-69</td>
<td>BLANKET PURCHASE ORDER</td>
<td>638.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001143</td>
<td>00</td>
<td>55172</td>
<td>GLASS HOUSE</td>
<td>PI5036 036975</td>
<td>07/10/2019</td>
<td>012-2025-431.30-69</td>
<td>BLANKET PURCHASE ORDER</td>
<td>602.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9999999</td>
<td>00</td>
<td>55457</td>
<td>HASS, JOSEPH</td>
<td>PI4848 038149</td>
<td>07/10/2019</td>
<td>001-1209-421.20-60</td>
<td>GENERAL</td>
<td>100.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9999999</td>
<td>00</td>
<td>061719</td>
<td>HASS, JOSEPH</td>
<td>PI4973 038170</td>
<td>07/10/2019</td>
<td>001-2031-455.20-60</td>
<td>GENERAL</td>
<td>150.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9999999</td>
<td>00</td>
<td>061719</td>
<td>HASS, JOSEPH</td>
<td>PI4974 038170</td>
<td>07/10/2019</td>
<td>001-2031-455.30-49</td>
<td>GENERAL</td>
<td>160.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9999999</td>
<td>00</td>
<td>061519</td>
<td>HEIMANN, KIM</td>
<td>PI4824 037125</td>
<td>07/10/2019</td>
<td>001-1209-421.20-99</td>
<td>GENERAL</td>
<td>25.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9999999</td>
<td>00</td>
<td>166212</td>
<td>HEIMANN, KIM</td>
<td>PI4843 038149</td>
<td>07/10/2019</td>
<td>001-1209-421.20-00</td>
<td>GENERAL</td>
<td>67.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9999999</td>
<td>00</td>
<td>166165</td>
<td>HEIMANN, KIM</td>
<td>PI4844 038170</td>
<td>07/10/2019</td>
<td>001-1209-421.20-50</td>
<td>GENERAL</td>
<td>150.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0006651</td>
<td>00</td>
<td>061519</td>
<td>HUISMAN, VERONICA Y</td>
<td>PI4824 037125</td>
<td>07/10/2019</td>
<td>001-1209-421.20-99</td>
<td>GENERAL</td>
<td>25.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9999999</td>
<td>00</td>
<td>000477</td>
<td>GLASS HOUSE</td>
<td>PI4844 038170</td>
<td>07/10/2019</td>
<td>001-1209-421.20-50</td>
<td>GENERAL</td>
<td>150.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Vendor Total:**
- **270.60**
- **100.94**
- **7.20**
- **108.14**
- **254.57**
- **46.07**
- **6,800.00**
- **23.99**
- **65.23**
- **89.22**
- **638.25**
- **602.50**
- **1,240.75**
- **410.00**
- **67.00**
- **150.00**
- **150.00**
- **25.00**
- **25.00**

**Bank:** 00
<table>
<thead>
<tr>
<th>VEND NO</th>
<th>SEQ#</th>
<th>VENDOR NAME</th>
<th>INVOICE NO</th>
<th>VOUCHER NO</th>
<th>F.O. NO</th>
<th>EFT, EPAY OR</th>
<th>ACCOUNT NO</th>
<th>ITEM DESCRIPTION</th>
<th>CHECK NO</th>
<th>BANK CHECK/DUE DATE</th>
<th>ACCOUNT NO</th>
<th>PAYMENT DATE</th>
<th>PAYMENT DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>0004401</td>
<td>00</td>
<td>Humanities Nebraska</td>
<td>062419 PT</td>
<td>FUNDS000489</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-334.01-00</td>
<td>PRT19 FUNDS NOT SPENT</td>
<td>4.08</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001167</td>
<td>00</td>
<td>Hy-Vee</td>
<td>4804356114</td>
<td></td>
<td></td>
<td>07/10/2019</td>
<td>001-2031-455.30-41</td>
<td>BLANKET PURCHASE ORDER</td>
<td>17.97</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0003432</td>
<td>00</td>
<td>Infogroup City Directories</td>
<td>10003527950</td>
<td></td>
<td></td>
<td>07/10/2019</td>
<td>001-2031-455.30-51</td>
<td>GENERAL</td>
<td>1,600.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005067</td>
<td>00</td>
<td>J &amp; G Trailers</td>
<td>143566</td>
<td></td>
<td></td>
<td>07/10/2019</td>
<td>012-2025-431.30-56</td>
<td>FIELD PURCHASE ORDER</td>
<td>95.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0006274</td>
<td>00</td>
<td>Jones Automotive Inc</td>
<td>2-38953</td>
<td></td>
<td></td>
<td>07/10/2019</td>
<td>001-1209-421.20-60</td>
<td>GENERAL</td>
<td>52.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9999999</td>
<td>00</td>
<td>Khub Radio Station</td>
<td>165214 KHUB</td>
<td>000479</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-0000-202.04-00</td>
<td>KHUB/CF DEPOSIT</td>
<td>200.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0004542</td>
<td>00</td>
<td>Kimball Midwest</td>
<td>7174265</td>
<td></td>
<td></td>
<td>07/10/2019</td>
<td>001-1209-421.30-63</td>
<td>FIELD PURCHASE ORDER</td>
<td>245.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0006271</td>
<td>00</td>
<td>Library Ideas LLC</td>
<td>69454</td>
<td></td>
<td></td>
<td>07/10/2019</td>
<td>001-2031-455.30-51</td>
<td>GENERAL</td>
<td>5,500.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0006909</td>
<td>00</td>
<td>Library Juice Academy</td>
<td>769</td>
<td></td>
<td></td>
<td>07/10/2019</td>
<td>001-2031-455.20-13</td>
<td>GENERAL</td>
<td>175.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9999999</td>
<td>00</td>
<td>Limon, Eli D</td>
<td>165203 LIMON</td>
<td>000480</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2029-347.00-00</td>
<td>ELI LIMON/PARK PLAY</td>
<td>150.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002671</td>
<td>00</td>
<td>Logan Contractors Supply Inc</td>
<td>026986</td>
<td></td>
<td></td>
<td>07/10/2019</td>
<td>012-2025-431.30-69</td>
<td>FIELD PURCHASE ORDER</td>
<td>234.04</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001215</td>
<td>00</td>
<td>Lou's Sporting Goods</td>
<td>0001215</td>
<td></td>
<td></td>
<td>07/10/2019</td>
<td>012-2025-431.30-56</td>
<td>FIELD PURCHASE ORDER</td>
<td>105.22</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001167</td>
<td>00</td>
<td>Lou's Sporting Goods</td>
<td>0001167</td>
<td></td>
<td></td>
<td>07/10/2019</td>
<td>0000-0000-0000-00</td>
<td>GENERAL</td>
<td>339.26</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEND NO</td>
<td>SEQ#</td>
<td>VENDOR NAME</td>
<td>INVOICE NO</td>
<td>VOUCHER P.O.</td>
<td>VENDOR ACCOUNT NO</td>
<td>PAY DATE</td>
<td>VENDOR DESCRIPTION</td>
<td>AMOUNT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>------</td>
<td>------------------------------</td>
<td>------------</td>
<td>--------------</td>
<td>-------------------</td>
<td>----------</td>
<td>-------------------------------------</td>
<td>---------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001215</td>
<td>00</td>
<td>LOU'S SPORTING GOODS</td>
<td>ATE743187-AX05</td>
<td>P14834</td>
<td>037977</td>
<td>07/10/2019</td>
<td>GENERAL</td>
<td>1,008.40</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>AAV747323-AX03</td>
<td>P15062</td>
<td>037989</td>
<td>07/10/2019</td>
<td>GENERAL</td>
<td>70.95</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002945</td>
<td>00</td>
<td>LYMAN-RICHEY CORP</td>
<td>50195</td>
<td>P14900</td>
<td>037202</td>
<td>07/10/2019</td>
<td>FIELD PURCHASE ORDER</td>
<td>3,701.55</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0006910</td>
<td>00</td>
<td>MAGNUM BUILDERS CORP</td>
<td>434</td>
<td>P15072</td>
<td>038216</td>
<td>07/10/2019</td>
<td>GENERAL</td>
<td>19,700.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0006184</td>
<td>00</td>
<td>MAX D SIGNS LLC</td>
<td>19-1002</td>
<td>P14876</td>
<td>037016</td>
<td>07/10/2019</td>
<td>BLANKET PURCHASE ORDER</td>
<td>66.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001469</td>
<td>00</td>
<td>MCGRATH NORTH MULLIN &amp; KRATZ PC LLO</td>
<td>534019</td>
<td>P14982</td>
<td>038206</td>
<td>07/10/2019</td>
<td>BLANKET PURCHASE ORDER</td>
<td>71.24</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>534019</td>
<td>P14983</td>
<td>038206</td>
<td>07/10/2019</td>
<td>BLANKET PURCHASE ORDER</td>
<td>71.25</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0006523</td>
<td>00</td>
<td>MCKESSON MEDICAL-SURGICAL</td>
<td>57434812</td>
<td>P15070</td>
<td>038194</td>
<td>07/10/2019</td>
<td>GENERAL</td>
<td>544.52</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0006883</td>
<td>00</td>
<td>MCKESSON MEDICAL-SURGICAL GOVERNMENT</td>
<td>57344347</td>
<td>P14976</td>
<td>038190</td>
<td>07/10/2019</td>
<td>GENERAL</td>
<td>471.93</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001229</td>
<td>00</td>
<td>MENARDS - FREMONT</td>
<td>76125</td>
<td>P14813</td>
<td>036984</td>
<td>07/10/2019</td>
<td>BLANKET PURCHASE ORDER</td>
<td>43.17</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>76206</td>
<td>P14816</td>
<td>036984</td>
<td>07/10/2019</td>
<td>BLANKET PURCHASE ORDER</td>
<td>16.35</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>76147</td>
<td>P14814</td>
<td>036984</td>
<td>07/10/2019</td>
<td>BLANKET PURCHASE ORDER</td>
<td>122.85</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>76174</td>
<td>P14815</td>
<td>036984</td>
<td>07/10/2019</td>
<td>BLANKET PURCHASE ORDER</td>
<td>29.91</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>76399</td>
<td>P15037</td>
<td>036984</td>
<td>07/10/2019</td>
<td>BLANKET PURCHASE ORDER</td>
<td>1.26</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0004095</td>
<td>00</td>
<td>MIDWEST TAPE</td>
<td>97488851</td>
<td>P14888</td>
<td>037092</td>
<td>07/10/2019</td>
<td>GENERAL</td>
<td>64.98</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>97488852</td>
<td>P14889</td>
<td>037092</td>
<td>07/10/2019</td>
<td>GENERAL</td>
<td>33.98</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>97488854</td>
<td>P14890</td>
<td>037092</td>
<td>07/10/2019</td>
<td>GENERAL</td>
<td>39.99</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>97511653</td>
<td>P14891</td>
<td>037092</td>
<td>07/10/2019</td>
<td>GENERAL</td>
<td>30.33</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>97511654</td>
<td>P14892</td>
<td>037092</td>
<td>07/10/2019</td>
<td>GENERAL</td>
<td>21.49</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>97511655</td>
<td>P14893</td>
<td>037092</td>
<td>07/10/2019</td>
<td>GENERAL</td>
<td>22.94</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>97519484</td>
<td>P14894</td>
<td>037092</td>
<td>07/10/2019</td>
<td>GENERAL</td>
<td>62.98</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>97519485</td>
<td>P14895</td>
<td>037092</td>
<td>07/10/2019</td>
<td>GENERAL</td>
<td>76.98</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>97519486</td>
<td>P14896</td>
<td>037092</td>
<td>07/10/2019</td>
<td>GENERAL</td>
<td>72.94</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEND NO</td>
<td>INVOICE NO</td>
<td>VENDOR NAME</td>
<td>VOUCHER F.O. NO</td>
<td>BK</td>
<td>CHECK/DUE DATE</td>
<td>ACCOUNT NO</td>
<td>ITEM DESCRIPTION</td>
<td>CHECK AMOUNT</td>
<td>remark</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>------------</td>
<td>-------------</td>
<td>----------------</td>
<td>----</td>
<td>----------------</td>
<td>------------</td>
<td>-----------------</td>
<td>--------------</td>
<td>-------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0004095</td>
<td>0037092</td>
<td>MIDWEST TAPE</td>
<td>PI48977</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-455.30-51</td>
<td>GENERAL</td>
<td>29.99</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0004095</td>
<td>0037092</td>
<td>MIDWEST TAPE</td>
<td>PI48989</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-455.30-51</td>
<td>GENERAL</td>
<td>34.99</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0004095</td>
<td>0037092</td>
<td>MIDWEST TAPE</td>
<td>PI48999</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-455.30-51</td>
<td>GENERAL</td>
<td>34.99</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9999999</td>
<td>000481</td>
<td>MONTGOMERY, CONNIE</td>
<td></td>
<td>00</td>
<td>07/10/2019</td>
<td>001-0000-202.04-00</td>
<td>CONNIE MONTGOMERY/CF MTG</td>
<td>100.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005792</td>
<td>038176</td>
<td>MOTION PICTURE LICENSING CORP</td>
<td>PI48633</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2029-451.20-99</td>
<td>GENERAL</td>
<td>590.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005792</td>
<td>038217</td>
<td>NEBRASKA DEPT OF REVENUE</td>
<td>PI49160</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-455.20-93</td>
<td>GENERAL</td>
<td>185.10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>000006</td>
<td>038211</td>
<td>NEBRASKA ENVIRONMENTAL PRODUCTS</td>
<td>PI49851</td>
<td>00</td>
<td>07/10/2019</td>
<td>012-2025-431.20-60</td>
<td>FIELD PURCHASE ORDER</td>
<td>9,911.30</td>
<td>SE Beltway Street Sweeper repair</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>000006</td>
<td>038211</td>
<td>NEBRASKA ENVIRONMENTAL PRODUCTS</td>
<td>PI49865</td>
<td>00</td>
<td>07/10/2019</td>
<td>012-2025-431.30-56</td>
<td>FIELD PURCHASE ORDER</td>
<td>17,085.67</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0003368</td>
<td>037924</td>
<td>NEBRASKA LIBRARY COMMISSION</td>
<td>PI49033</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2031-455.30-51</td>
<td>GENERAL</td>
<td>44.67</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005178</td>
<td>038173</td>
<td>NEFSMA</td>
<td>PI48601</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-1305-430.20-13</td>
<td>GENERAL</td>
<td>120.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>00004303</td>
<td>038146</td>
<td>NORTHERN SAFETY CO INC</td>
<td>PI48466</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2027-452.20-99</td>
<td>GENERAL</td>
<td>21.88</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>00004303</td>
<td>038146</td>
<td>NORTHERN SAFETY CO INC</td>
<td>PI48474</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2027-452.30-79</td>
<td>GENERAL</td>
<td>284.96</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9999999</td>
<td>000482</td>
<td>O'REILLY, CHRISTINE</td>
<td>O'REILLY000482</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2027-347.03-00</td>
<td>CHRISTINE O'REILLY/SHELTR</td>
<td>25.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEND NO</td>
<td>SEQ#</td>
<td>VENDOR NAME</td>
<td>VOUCHER NO</td>
<td>VOUCHER P.O.</td>
<td>BNK</td>
<td>CHECK/DUE DATE</td>
<td>ACCOUNT NO</td>
<td>ITEM DESCRIPTION</td>
<td>AMOUNT</td>
<td>CHECK</td>
<td>EFT, EPAY OR HAND-ISSUED</td>
<td>EFT, EPAY OR HAND-ISSUED</td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>------</td>
<td>------------------</td>
<td>------------</td>
<td>--------------</td>
<td>-----</td>
<td>----------------</td>
<td>-------------</td>
<td>------------------</td>
<td>---------</td>
<td>-----</td>
<td>--------------------------</td>
<td>--------------------------</td>
<td></td>
</tr>
<tr>
<td>0002888</td>
<td>00</td>
<td>OFFICENET</td>
<td>P14851</td>
<td>038154</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-1003-415.30-31</td>
<td>GENERAL</td>
<td>89.58</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>P14853</td>
<td>038154</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-1003-415.30-31</td>
<td>GENERAL</td>
<td>15.49</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>P14856</td>
<td>038159</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-1004-424.30-31</td>
<td>GENERAL</td>
<td>131.55</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>P14858</td>
<td>038159</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-1004-424.30-31</td>
<td>GENERAL</td>
<td>14.07</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>P14857</td>
<td>038159</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-1305-430.30-31</td>
<td>GENERAL</td>
<td>1.45</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>P14859</td>
<td>038159</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-1305-430.30-31</td>
<td>GENERAL</td>
<td>14.08</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>P14852</td>
<td>038154</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2027-452.30-31</td>
<td>GENERAL</td>
<td>99.61</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>P14854</td>
<td>038154</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2027-452.30-31</td>
<td>GENERAL</td>
<td>15.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005674</td>
<td>00</td>
<td>OLSSON</td>
<td>P14919</td>
<td>034322</td>
<td>00</td>
<td>07/10/2019</td>
<td>012-2032-431.45-20</td>
<td>GENERAL</td>
<td>2,139.40</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PI5049</td>
<td>037113</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-1209-421.20-65</td>
<td>GENERAL</td>
<td>158.69</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>OTIS ELEVATOR COMPANY</td>
<td>PI5049</td>
<td>037113</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-1209-421.20-65</td>
<td>GENERAL</td>
<td>158.69</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0007564</td>
<td>00</td>
<td>PEST PRO'S INC</td>
<td>P14877</td>
<td>037037</td>
<td>00</td>
<td>07/10/2019</td>
<td>012-2032-431.45-20</td>
<td>GENERAL</td>
<td>445.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PI4910</td>
<td>038180</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-1004-424.30-33</td>
<td>GENERAL</td>
<td>158.85</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005273</td>
<td>00</td>
<td>PLANTAG INC</td>
<td>P14910</td>
<td>038180</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-1004-424.30-33</td>
<td>GENERAL</td>
<td>158.85</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005545</td>
<td>00</td>
<td>PLATTE MECHANICAL INC</td>
<td>P15064</td>
<td>038088</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-1209-421.20-60</td>
<td>GENERAL</td>
<td>130.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005545</td>
<td>00</td>
<td>PLATTE MECHANICAL INC</td>
<td>P14828</td>
<td>037141</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2042-440.20-60</td>
<td>BLANKET PURCHASE ORDER</td>
<td>110.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005545</td>
<td>00</td>
<td>PLATTE MECHANICAL INC</td>
<td>P14829</td>
<td>037141</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2042-440.30-56</td>
<td>BLANKET PURCHASE ORDER</td>
<td>15.62</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002919</td>
<td>00</td>
<td>PLATTE VALLEY EQUIPMENT LLC</td>
<td>P15039</td>
<td>036987</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2042-440.30-56</td>
<td>BLANKET PURCHASE ORDER</td>
<td>275.49</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002919</td>
<td>00</td>
<td>PLATTE VALLEY EQUIPMENT LLC</td>
<td>P15040</td>
<td>036987</td>
<td>00</td>
<td>07/10/2019</td>
<td>001-2042-440.30-56</td>
<td>BLANKET PURCHASE ORDER</td>
<td>407.52</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002919</td>
<td>00</td>
<td>PLATTE VALLEY EQUIPMENT LLC</td>
<td>P14871</td>
<td>036987</td>
<td>00</td>
<td>07/10/2019</td>
<td>012-2025-431.30-56</td>
<td>BLANKET PURCHASE ORDER</td>
<td>170.53</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002919</td>
<td>00</td>
<td>PLATTE VALLEY EQUIPMENT LLC</td>
<td>P14872</td>
<td>036987</td>
<td>00</td>
<td>07/10/2019</td>
<td>012-2025-431.30-56</td>
<td>BLANKET PURCHASE ORDER</td>
<td>853.54</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEND NO</td>
<td>SEQ#</td>
<td>VENDOR NAME</td>
<td>INVOICE NO</td>
<td>VOUCHER F.O. NO</td>
<td>BNK CHECK/DUE DATE</td>
<td>ACCOUNT NO</td>
<td>ITEM DESCRIPTION</td>
<td>CHECK AMOUNT</td>
<td>EFT, EPAY OR HAND-ISSUED AMOUNT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>------</td>
<td>-------------------------</td>
<td>------------</td>
<td>-----------------</td>
<td>--------------------</td>
<td>------------</td>
<td>---------------------------------</td>
<td>--------------</td>
<td>---------------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002876</td>
<td>00</td>
<td>RAWHIDE CHEMOIL INC</td>
<td>772945</td>
<td>PI4980</td>
<td>038201</td>
<td>07/10/2019</td>
<td>001-1206-422.30-44 GENERAL</td>
<td>745.75</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005022</td>
<td>00</td>
<td>REPCO MARKETING INC</td>
<td>11928</td>
<td>PI4849</td>
<td>038152</td>
<td>07/10/2019</td>
<td>001-1209-421.20-11 GENERAL</td>
<td>12.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>11928</td>
<td>PI4850</td>
<td>038152</td>
<td>07/10/2019</td>
<td>001-1209-421.30-32 GENERAL</td>
<td>13.90</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0006579</td>
<td>00</td>
<td>RISE BROADBAND</td>
<td>0135917</td>
<td>PI4955</td>
<td>037061</td>
<td>07/10/2019</td>
<td>029-2034-466.20-99 BLANKET PURCHASE ORDER</td>
<td>87.79</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0006576</td>
<td>00</td>
<td>ROYL KENNELS LLC</td>
<td>1233</td>
<td>PI4831</td>
<td>037540</td>
<td>07/10/2019</td>
<td>001-1209-421.20-99 GENERAL</td>
<td>24.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1234</td>
<td>PI5059</td>
<td>037807</td>
<td>07/10/2019</td>
<td>001-1209-421.20-99 GENERAL</td>
<td>60.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1232</td>
<td>PI5068</td>
<td>038151</td>
<td>07/10/2019</td>
<td>001-1209-421.20-99 GENERAL</td>
<td>72.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005360</td>
<td>00</td>
<td>S &amp; S LOCKSMITH CO</td>
<td>3068</td>
<td>PI4908</td>
<td>038162</td>
<td>07/10/2019</td>
<td>001-2031-455.20-60 GENERAL</td>
<td>115.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001305</td>
<td>00</td>
<td>SAWYER GAS N WASH INC</td>
<td>62719-12</td>
<td>PI5041</td>
<td>036988</td>
<td>07/10/2019</td>
<td>001-1004-424.20-99 BLANKET PURCHASE ORDER</td>
<td>17.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>62719-28</td>
<td>PI5042</td>
<td>036988</td>
<td>07/10/2019</td>
<td>001-1209-421.20-99 BLANKET PURCHASE ORDER</td>
<td>319.28</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0003037</td>
<td>00</td>
<td>SCHEMMER ASSOCIATES INC</td>
<td>07509-001-4</td>
<td>PI4968</td>
<td>037781</td>
<td>07/10/2019</td>
<td>001-2026-451.40-13 GENERAL</td>
<td>25,878.50</td>
<td>Engineering for auditorium remodel progress pay CCR2018-223</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0006787</td>
<td>00</td>
<td>SCHLASSER ENTERPRISES INC</td>
<td>CLIP10455</td>
<td>PI4963</td>
<td>037667</td>
<td>07/10/2019</td>
<td>001-1209-421.20-99 GENERAL</td>
<td>60.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>CLIP10455</td>
<td>PI4964</td>
<td>037667</td>
<td>07/10/2019</td>
<td>001-2026-451.20-99 GENERAL</td>
<td>330.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>CLIP10455</td>
<td>PI4965</td>
<td>037667</td>
<td>07/10/2019</td>
<td>001-2027-452.20-99 GENERAL</td>
<td>3,695.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>CLIP10455</td>
<td>PI4966</td>
<td>037667</td>
<td>07/10/2019</td>
<td>012-2025-431.20-99 GENERAL</td>
<td>1,295.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0003694</td>
<td>00</td>
<td>SOUTHEAST LIBRARY SYSTEM</td>
<td>2019 SONIA V</td>
<td>PI4912</td>
<td>038183</td>
<td>07/10/2019</td>
<td>001-2031-455.20-13 GENERAL</td>
<td>160.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2019 TAYLOR K</td>
<td>PI4913</td>
<td>038183</td>
<td>07/10/2019</td>
<td>001-2031-455.20-13 GENERAL</td>
<td>160.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0003375</td>
<td>00</td>
<td>STATE OF NEBRASKA - CELLULAR</td>
<td>1171697</td>
<td>PI4823</td>
<td>037062</td>
<td>07/10/2019</td>
<td>001-1015-415.20-12 BLANKET PURCHASE ORDER</td>
<td>1,837.55</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1171693</td>
<td>PI5052</td>
<td>037283</td>
<td>07/10/2019</td>
<td>001-1209-421.20-99 GENERAL</td>
<td>91.70</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,929.25</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEND NO</td>
<td>SEQ#</td>
<td>VENDOR NAME</td>
<td>INVNO</td>
<td>VOUCHER F.O.</td>
<td>BNK CHECK/DUE DATE</td>
<td>ACCOUNT NO</td>
<td>ITEM DESCRIPTION</td>
<td>AMOUNT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>------</td>
<td>------------------------------------</td>
<td>-------</td>
<td>--------------</td>
<td>---------------------</td>
<td>------------</td>
<td>--------------------------</td>
<td>--------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001137</td>
<td>00</td>
<td>STEFFY CHRYSLER CENTER INC, GENE</td>
<td>6123026/1</td>
<td>PI4864</td>
<td>038189 00 07/10/2019</td>
<td>001-1206-422.20-60</td>
<td>GENERAL</td>
<td>240.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>6123026/1</td>
<td>PI4865</td>
<td>038189 00 07/10/2019</td>
<td>001-1206-422.30-63</td>
<td>GENERAL</td>
<td>155.95</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001946</td>
<td>00</td>
<td>SURPLUS CENTER</td>
<td>P09088401010</td>
<td>PI4914</td>
<td>038184 00 07/10/2019</td>
<td>001-2027-452.20-99</td>
<td>GENERAL</td>
<td>23.66</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>P09088401010</td>
<td>PI4915</td>
<td>038184 00 07/10/2019</td>
<td>001-2027-452.30-56</td>
<td>GENERAL</td>
<td>160.83</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9999999</td>
<td>00</td>
<td>SWAPPERS INC</td>
<td>165610</td>
<td>SWAPPERS000483</td>
<td>00 07/10/2019</td>
<td>001-2026-422.20-99</td>
<td>SWAPPERS/CF DEPOSIT</td>
<td>500.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0006223</td>
<td>00</td>
<td>T SQUARE SUPPLY LLC</td>
<td>24295</td>
<td>PI4937</td>
<td>036992 00 07/10/2019</td>
<td>001-1206-422.30-32</td>
<td>BLANKET PURCHASE ORDER</td>
<td>152.16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001339</td>
<td>00</td>
<td>TIMME WELDING &amp; SUPPLY LLC</td>
<td>39472</td>
<td>PI4938</td>
<td>036993 00 07/10/2019</td>
<td>012-2025-431.30-56</td>
<td>BLANKET PURCHASE ORDER</td>
<td>8.75</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0006063</td>
<td>00</td>
<td>TITAN MACHINERY INC (VICTORS)</td>
<td>12594087</td>
<td>PI4939</td>
<td>036994 00 07/10/2019</td>
<td>012-2025-431.30-56</td>
<td>BLANKET PURCHASE ORDER</td>
<td>310.94</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001350</td>
<td>00</td>
<td>TROPHY CASE</td>
<td>912927</td>
<td>PI4940</td>
<td>036996 00 07/10/2019</td>
<td>001-2029-451.30-79</td>
<td>BLANKET PURCHASE ORDER</td>
<td>70.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>912919</td>
<td>PI4872</td>
<td>036996 00 07/10/2019</td>
<td>063-0663-480.30-79</td>
<td>BLANKET PURCHASE ORDER</td>
<td>243.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005809</td>
<td>00</td>
<td>US BANK CORPORATE PAYMENT SYSTEMS</td>
<td>6/20/19</td>
<td>PI4981</td>
<td>038205 00 07/10/2019</td>
<td>001-2026-422.20-13</td>
<td>BLANKET PURCHASE ORDER</td>
<td>300.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0003337</td>
<td>00</td>
<td>WASTE CONNECTIONS INC</td>
<td>5369248</td>
<td>PI5046</td>
<td>037102 00 07/10/2019</td>
<td>001-1206-422.20-99</td>
<td>BLANKET PURCHASE ORDER</td>
<td>157.70</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005809</td>
<td>00</td>
<td>US BANK CORPORATE PAYMENT SYSTEMS</td>
<td>6/20/19</td>
<td>PI4981</td>
<td>038205 00 07/10/2019</td>
<td>001-2026-422.20-13</td>
<td>BLANKET PURCHASE ORDER</td>
<td>157.70</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

VENDOR TOTAL * 2,381.68
<table>
<thead>
<tr>
<th>VEND NO</th>
<th>SEQ#</th>
<th>VENDOR NAME</th>
<th>INVOICE NO</th>
<th>VOUCHER NO</th>
<th>INVOICE NO</th>
<th>VOUCHER NO</th>
<th>INVOICE NO</th>
<th>VOUCHER NO</th>
<th>ACCOUNT NO</th>
<th>ITEM DESCRIPTION</th>
<th>AMOUNT</th>
<th>EFT, EPay OR</th>
</tr>
</thead>
<tbody>
<tr>
<td>0005211</td>
<td>00</td>
<td>WATCHGUARD VIDEO</td>
<td>PI4837</td>
<td>038098</td>
<td>00 07/10/2019</td>
<td>001-1209-421.20-11</td>
<td>GENERAL</td>
<td>20.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BCINV0007718</td>
<td>PI4838</td>
<td>038098</td>
<td>00 07/10/2019</td>
<td>001-1209-421.40-90</td>
<td>GENERAL</td>
<td>1,495.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BCINV0007718</td>
<td>PI4839</td>
<td>038098</td>
<td>00 07/10/2019</td>
<td>001-1209-421.20-11</td>
<td>GENERAL</td>
<td>25.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BCINV0007718</td>
<td>PI4840</td>
<td>038098</td>
<td>00 07/10/2019</td>
<td>001-1209-421.40-99</td>
<td>GENERAL</td>
<td>5,645.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

VENDOR TOTAL * 7,185.00

<table>
<thead>
<tr>
<th>VEND NO</th>
<th>SEQ#</th>
<th>VENDOR NAME</th>
<th>INVOICE NO</th>
<th>VOUCHER NO</th>
<th>INVOICE NO</th>
<th>VOUCHER NO</th>
<th>INVOICE NO</th>
<th>VOUCHER NO</th>
<th>ACCOUNT NO</th>
<th>ITEM DESCRIPTION</th>
<th>AMOUNT</th>
<th>EFT, EPay OR</th>
</tr>
</thead>
<tbody>
<tr>
<td>9999999</td>
<td>00</td>
<td>WHITE-KELLOGG, JENNIFER</td>
<td>000484</td>
<td>000000</td>
<td>00 07/10/2019</td>
<td>001-0000-202.04-00</td>
<td>JENNIFER WHITE-KELLOGG/CF</td>
<td>100.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

VENDOR TOTAL * 100.00

<table>
<thead>
<tr>
<th>VEND NO</th>
<th>SEQ#</th>
<th>VENDOR NAME</th>
<th>INVOICE NO</th>
<th>VOUCHER NO</th>
<th>INVOICE NO</th>
<th>VOUCHER NO</th>
<th>ACCOUNT NO</th>
<th>ITEM DESCRIPTION</th>
<th>AMOUNT</th>
<th>EFT, EPay OR</th>
</tr>
</thead>
<tbody>
<tr>
<td>0002387</td>
<td>00</td>
<td>ZOLL MEDICAL CORPORATION</td>
<td>PI4845</td>
<td>038139</td>
<td>00 07/10/2019</td>
<td>001-1206-422.30-33</td>
<td>GENERAL</td>
<td>186.75</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

VENDOR TOTAL * 186.75

<table>
<thead>
<tr>
<th>VEND NO</th>
<th>SEQ#</th>
<th>VENDOR NAME</th>
<th>INVOICE NO</th>
<th>VOUCHER NO</th>
<th>INVOICE NO</th>
<th>VOUCHER NO</th>
<th>ACCOUNT NO</th>
<th>ITEM DESCRIPTION</th>
<th>AMOUNT</th>
<th>EFT, EPay OR</th>
</tr>
</thead>
<tbody>
<tr>
<td>0006892</td>
<td>00</td>
<td>123 SECURITY PRODUCTS</td>
<td>PI4904</td>
<td>037948</td>
<td>00 07/10/2019</td>
<td>001-1001-419.30-56</td>
<td>BLANKET PURCHASE ORDER</td>
<td>1,070.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

VENDOR TOTAL * 1,070.00

00 General Fund  
BANK TOTAL * 345,105.80  
6,715,000.00
<table>
<thead>
<tr>
<th>VENDOR NO</th>
<th>SEQ#</th>
<th>VENDOR NAME</th>
<th>INVOICE NO</th>
<th>VOUCHER NO</th>
<th>P.O. NO</th>
<th>BANK ACCOUNT NO</th>
<th>ACCOUNT NO</th>
<th>ITEM DESCRIPTION</th>
<th>CHECK AMOUNT</th>
<th>HAND-ISSUED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0003467</td>
<td>00</td>
<td>APCO INTERNATIONAL INC</td>
<td>597221</td>
<td>PI4969</td>
<td>038019</td>
<td>09 07/10/2019</td>
<td>033-0789-421.20-13</td>
<td>BLANKET PURCHASE ORDER</td>
<td>99.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>597219-44472</td>
<td>PI4970</td>
<td>038020</td>
<td>09 07/10/2019</td>
<td>033-0789-421.20-13</td>
<td>BLANKET PURCHASE ORDER</td>
<td>249.00</td>
<td></td>
</tr>
<tr>
<td>0002675</td>
<td>00</td>
<td>CENTURYLINK (QWEST)</td>
<td>4027210396</td>
<td>0619PI4953</td>
<td>037027</td>
<td>09 07/10/2019</td>
<td>033-0789-421.20-12</td>
<td>BLANKET PURCHASE ORDER</td>
<td>96.30</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4026440105</td>
<td>0619PI4987</td>
<td>038212</td>
<td>09 07/10/2019</td>
<td>033-0789-421.20-12</td>
<td>BLANKET PURCHASE ORDER</td>
<td>524.17</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4026440105</td>
<td>0619PI4988</td>
<td>038212</td>
<td>09 07/10/2019</td>
<td>033-0789-421.20-12</td>
<td>BLANKET PURCHASE ORDER</td>
<td>524.18</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4027272600</td>
<td>0619PI4989</td>
<td>038213</td>
<td>09 07/10/2019</td>
<td>033-0789-421.20-12</td>
<td>BLANKET PURCHASE ORDER</td>
<td>17.86</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4027272600</td>
<td>0619PI4990</td>
<td>038213</td>
<td>09 07/10/2019</td>
<td>033-0789-421.20-12</td>
<td>BLANKET PURCHASE ORDER</td>
<td>76.13</td>
<td></td>
</tr>
<tr>
<td>0000930</td>
<td>00</td>
<td>GREAT PLAINS COMMUNICATIONS INC</td>
<td>9926520001</td>
<td>0619PI4952</td>
<td>037025</td>
<td>09 07/10/2019</td>
<td>033-0789-421.20-12</td>
<td>BLANKET PURCHASE ORDER</td>
<td>92.32</td>
<td></td>
</tr>
<tr>
<td>0005545</td>
<td>00</td>
<td>PLATTE MECHANICAL INC</td>
<td>24621</td>
<td>PI5065</td>
<td>038088</td>
<td>09 07/10/2019</td>
<td>033-0789-421.20-60</td>
<td>GENERAL</td>
<td>220.00</td>
<td></td>
</tr>
<tr>
<td>0003375</td>
<td>00</td>
<td>STATE OF NEBRASKA - CELLULAR</td>
<td>1171739</td>
<td>PI4956</td>
<td>037066</td>
<td>09 07/10/2019</td>
<td>033-0789-421.20-12</td>
<td>BLANKET PURCHASE ORDER</td>
<td>768.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>VENDOR TOTAL *</td>
<td>92.32</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>VENDOR TOTAL *</td>
<td>220.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>VENDOR TOTAL *</td>
<td>768.00</td>
<td></td>
</tr>
</tbody>
</table>

**E911**

**BANK TOTAL**

EFT/EPAY TOTAL ***                    6,715,000.00

TOTAL EXPENDITURES ****   347,772.76 6,715,000.00

GRAND TOTAL ****************** 7,062,772.76 7,062,772.76
Electric Fund – 051
Water Fund – 053
Sewer Fund – 055
Gas Fund – 057
## EXPENDITURE APPROVAL LIST

- **PROGRAM:** GM339L
- **AS OF:** 06/24/2019
- **PAYMENT DATE:** 06/24/2019

### DEPARTMENT OF UTILITIES

<table>
<thead>
<tr>
<th>VEND NO</th>
<th>SEQ#</th>
<th>VENDOR NAME</th>
<th>EFT, EPAY OR</th>
<th>INVOICE NO</th>
<th>VOUCHER P.O. NO</th>
<th>BNK CHECK/DUE ACCOUNT NO</th>
<th>ITEM NO</th>
<th>DESCRIPTION</th>
<th>ITEM DESCRIPTION</th>
<th>CHECK AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0004597</td>
<td>00</td>
<td>BP CANADA ENERGY MARKETING</td>
<td><em>WIRE</em></td>
<td>5579288</td>
<td>MAY ’19 00</td>
<td>06/24/2019 057-8205-807.50-02</td>
<td>0004597</td>
<td>Natural gas purchase</td>
<td>135,476.96</td>
<td></td>
</tr>
</tbody>
</table>

**VENDOR TOTAL * ** 135,476.96

<table>
<thead>
<tr>
<th>VEND NO</th>
<th>SEQ#</th>
<th>VENDOR NAME</th>
<th>EFT, EPAY OR</th>
<th>INVOICE NO</th>
<th>VOUCHER P.O. NO</th>
<th>BNK CHECK/DUE ACCOUNT NO</th>
<th>ITEM NO</th>
<th>DESCRIPTION</th>
<th>ITEM DESCRIPTION</th>
<th>CHECK AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0003109</td>
<td>00</td>
<td>UPS</td>
<td></td>
<td>5E9752259</td>
<td>06/24/2019 051-5001-940.60-79 6/22/19 Serv Chrg Share</td>
<td>0003109</td>
<td>Natural gas purchase</td>
<td>7.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5E9752259</td>
<td>00</td>
<td>UPS</td>
<td></td>
<td>06/24/2019 051-5001-940.60-79 6/22/19 Serv Chrg Share</td>
<td>0003109</td>
<td>Natural gas purchase</td>
<td>7.25</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5E9752259</td>
<td>00</td>
<td>UPS</td>
<td></td>
<td>06/24/2019 053-6105-502.50-23 Water Samples</td>
<td>0003109</td>
<td>Natural gas purchase</td>
<td>331.30</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**VENDOR TOTAL * ** 345.80

**TOTAL EXPENDITURES **** ** 135,822.76

**GRAND TOTAL ****************** ** 135,822.76
PAYMENT TYPES
Checks ............................................. Y
EFTs ................................................. Y
ePayables ........................................... Y

VOUCHER SELECTION CRITERIA
Voucher/discount due date .................... 06/27/2019
All banks ........................................... A

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

This report is by: Vendor
Process by bank code? (Y,N) ............... Y
Print reports in vendor name sequence? (Y,N) .. Y
Calendar year for 1099 withholding .......... 2019
Disbursement year/per ......................... 2019/09
Payment date .................................... 06/27/2019
<table>
<thead>
<tr>
<th>VEND NO</th>
<th>SEQ#</th>
<th>VENDOR NAME</th>
<th>VOUCHER P.O. NO</th>
<th>BNK CHECK/DUE DATE</th>
<th>ACCOUNT NO</th>
<th>ITEM DESCRIPTION</th>
<th>CHECK AMOUNT</th>
<th>EFT, EPAY OR HAND-ISSUED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0000584</td>
<td>00</td>
<td>CEI</td>
<td>PR0627</td>
<td>00 06/27/2019</td>
<td>051-0000-241.00-00</td>
<td>PAYROLL SUMMARY</td>
<td>EFT: 139,421.19</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001964</td>
<td>00</td>
<td>IBEW LOCAL UNION 1536</td>
<td>PR0613</td>
<td>00 06/27/2019</td>
<td>051-0000-241.00-00</td>
<td>PAYROLL SUMMARY</td>
<td>1,776.96</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PR0627</td>
<td>00 06/27/2019</td>
<td>051-0000-241.00-00</td>
<td>PAYROLL SUMMARY</td>
<td>1,745.55</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002999</td>
<td>00</td>
<td>LAUGHLIN TRUSTEE, KATHLEEN A</td>
<td>PR0627</td>
<td>00 06/27/2019</td>
<td>051-0000-241.00-00</td>
<td>PAYROLL SUMMARY</td>
<td>35.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0004653</td>
<td>00</td>
<td>NEBRASKA DEPT OF REVENUE-GARNISHMT</td>
<td>PR0627</td>
<td>00 06/27/2019</td>
<td>051-0000-241.00-00</td>
<td>PAYROLL SUMMARY</td>
<td>40.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0004192</td>
<td>00</td>
<td>PAYROLL EFT DEDUCTIONS</td>
<td>PR0627</td>
<td>00 06/27/2019</td>
<td>051-0000-241.00-00</td>
<td>PAYROLL SUMMARY</td>
<td>174,469.40</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EFT/EPAY TOTAL *** 174,469.40</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL EXPENDITURES **** 178,066.91</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GRAND TOTAL ****************** 317,488.10</td>
</tr>
<tr>
<td>Account Number</td>
<td>Employee Name</td>
<td>Social Security</td>
<td>Deposit Amount</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------</td>
<td>---------------</td>
<td>-----------------</td>
<td>---------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Final Total 278,074.25  Count 174
**PAYMENT TYPES**
- Checks: **Y**
- EFTs: **Y**
- ePayables: **Y**

**VOUCHER SELECTION CRITERIA**
- Vendor: **X**
- One vendor per page? (Y,N): **N**
- All banks: **A**

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

This report is by: Vendor
- Process by bank code? (Y,N): **Y**
- Print reports in vendor name sequence? (Y,N): **Y**
- Calendar year for 1099 withholding: **2019**
- Disbursement year/per: **2019/10**
- Payment date: **07/01/2019**
<table>
<thead>
<tr>
<th>VENDOR NO</th>
<th>SEQ#</th>
<th>VENDOR NAME</th>
<th>INVOICE NO</th>
<th>VOUCHER P.O. NO</th>
<th>BANK CHECK/DUE DATE</th>
<th>ACCOUNT NO</th>
<th>ITEM DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0003109</td>
<td>00</td>
<td>UPS</td>
<td>5E9752269</td>
<td>051-5001-940.60-79</td>
<td>07/01/2019</td>
<td>07/01/2019</td>
<td>Serv Chrg Share</td>
<td>7.25</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5E9752269</td>
<td>051-5001-940.60-79</td>
<td>07/01/2019</td>
<td>07/01/2019</td>
<td>Serv Chrg Share</td>
<td>7.25</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5E9752269</td>
<td>053-6105-502.50-23</td>
<td>07/01/2019</td>
<td></td>
<td>Water Samples</td>
<td>122.89</td>
</tr>
</tbody>
</table>

**VENDOR TOTAL:** 137.39

**TOTAL EXPENDITURES:** 137.39

**GRAND TOTAL:** 137.39
**Nebraska and Local Sales and Use Tax Return**

**NAME AND LOCATION**
DEPARTMENT OF UTILITIES
400 E MILITARY AVE
FREMONT, NE 68025-5141

**NAME AND MAILING ADDRESS**
DEPARTMENT OF UTILITIES
400 E MILITARY AVE
FREMONT, NE 68025-5141

Check the box if your business has permanently closed, has been sold to someone else, or your permit is no longer needed. New owners must apply for their own sales tax permit.

1. Gross sales and services in Nebraska ................................................................. 1 5,570,747.00
2. Net Nebraska taxable sales .............................................................................. 2 3,254,695.00
3. Nebraska sales tax (line 2 multiplied by .055) ........................................... 3 179,008.23
4. Nebraska use tax ............................................................................................. 4 17,161.50
5. Local use tax from Nebraska Schedule I ................................................... 5 4,718.09
6. Local sales tax from Nebraska Schedule I ................................................... 6 40,396.72
7. Total Nebraska and local sales tax (line 3 plus line 6). .......................... 7 219,404.95
8. Sales tax collection fee (line 7 multiplied by .025; Maximum allowed $75.00 per location) ................................................................. 8 75.00
9. Sales tax due (line 7 minus line 8) ................................................................. 9 219,329.95
10. Total Nebraska and local use tax (line 4 plus line 5) ................................. 10 21,879.59
11. Total Nebraska and local sales and use tax due (line 9 plus line 10) ........ 11 241,209.54
12. Previous balance with applicable interest at 5.0% per year and payments received through ................................................................. 12

13. **BALANCE DUE** (line 11 plus or minus line 12). Pay in full .................................. 13 241,209.54

Under penalties of law, I declare that, as a taxpayer or preparer I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is correct and complete.

**NE Sales & Use Tax for the month of June 2019**

<table>
<thead>
<tr>
<th>Sales Tax Payable</th>
<th>051-0000-236-0000</th>
<th>$219,404.99</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales &amp; Use Tax</td>
<td>051-0000-236-0100</td>
<td>$19,420.80</td>
</tr>
<tr>
<td></td>
<td>053-0000-236-0100</td>
<td>$2,226.23</td>
</tr>
<tr>
<td></td>
<td>057-0000-236-0100</td>
<td>$232.56</td>
</tr>
<tr>
<td>Collection Fee</td>
<td>051-5001-421-0000</td>
<td>$75.04</td>
</tr>
<tr>
<td>Cash/Total Due</td>
<td>051-0000-131-0000</td>
<td>$238,750.75</td>
</tr>
<tr>
<td></td>
<td>053-0000-131-0000</td>
<td>$2,226.23</td>
</tr>
<tr>
<td></td>
<td>057-0000-131-0000</td>
<td>$232.56</td>
</tr>
</tbody>
</table>
PAYMENT TYPES

Checks ........................................... Y
EFTs ................................................ Y
ePayables ......................................... Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date ....................... 07/10/2019
All banks ........................................... A

REPORT SEQUENCE OPTIONS:

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

This report is by: Vendor
Process by bank code? (Y,N) ................. Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding ............ 2019
Disbursement year/per ......................... 2019/10
Payment date ..................................... 07/10/2019
<table>
<thead>
<tr>
<th>VEND NO</th>
<th>SEQ#</th>
<th>VENDOR NAME</th>
<th>INVOICE NO</th>
<th>VOUCHER P.O. NO</th>
<th>BNK CHECK/DUE DATE</th>
<th>ACCOUNT NO</th>
<th>ITEM DESCRIPTION</th>
<th>CHECK AMOUNT</th>
<th>EFT, EPAY OR HAND-ISSUED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0002981</td>
<td>00</td>
<td>A &amp; D TECHNICAL SUPPLY CO INC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0000288014</td>
<td>PI4879</td>
<td>00 07/10/2019 051-5205-580.60-64</td>
<td>PO NUM 051324</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>560.00</td>
<td></td>
</tr>
<tr>
<td>000288359</td>
<td>PI4965</td>
<td>00 07/10/2019 057-8205-870.50-35</td>
<td>PO NUM 051276</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,532.69</td>
<td></td>
</tr>
<tr>
<td>000288359</td>
<td>PI4966</td>
<td>00 07/10/2019 057-8205-870.60-79</td>
<td>PO NUM 051276</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>107.00</td>
<td></td>
</tr>
<tr>
<td>0001655</td>
<td>00</td>
<td>A &amp; L HYDRAULICS INC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>00011622</td>
<td>PI4817</td>
<td>00 07/10/2019 051-0000-153.00-00</td>
<td>PO NUM 051097</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7,182.36</td>
<td></td>
</tr>
<tr>
<td>0000959</td>
<td>00</td>
<td>ACE HARDWARE</td>
<td>113983/3</td>
<td>PI4819</td>
<td>07/10/2019</td>
<td>051-5001-940.50-35</td>
<td>PO NUM 049278</td>
<td>26.74</td>
<td></td>
</tr>
<tr>
<td>114001/3</td>
<td>PI4820</td>
<td>00 07/10/2019 051-5001-940.50-35</td>
<td>PO NUM 049278</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>37.12</td>
<td></td>
</tr>
<tr>
<td>000045169</td>
<td>UT</td>
<td>00 07/10/2019 051-0000-143.00-00</td>
<td>MANUAL CHECK</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>107.93</td>
<td></td>
</tr>
<tr>
<td>0004276</td>
<td>00</td>
<td>AIRGAS USA LLC</td>
<td>9089904191</td>
<td>PI4938</td>
<td>07/10/2019</td>
<td>051-5105-502.50-35</td>
<td>PO NUM 049334</td>
<td>EFT: 225.76</td>
<td></td>
</tr>
<tr>
<td>0000965</td>
<td>00</td>
<td>ALL SYSTEMS LLC</td>
<td>79231</td>
<td>PI4900</td>
<td>07/10/2019</td>
<td>051-5001-940.50-35</td>
<td>PO NUM 050465</td>
<td>884.35</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>79231</td>
<td>PI4901</td>
<td>07/10/2019</td>
<td>051-5001-940.60-79</td>
<td>PO NUM 050465</td>
<td>50.17</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>79265</td>
<td>PI4902</td>
<td>07/10/2019</td>
<td>051-5001-940.60-61</td>
<td>PO NUM 050465</td>
<td>369.38</td>
<td></td>
</tr>
<tr>
<td>0003124</td>
<td>00</td>
<td>ALLIED ELECTRONICS INC</td>
<td>9011198644</td>
<td>PI4852</td>
<td>07/10/2019</td>
<td>051-5205-580.50-35</td>
<td>PO NUM 051331</td>
<td>EFT: 175.48</td>
<td></td>
</tr>
<tr>
<td>0002612</td>
<td>00</td>
<td>ALTEC INDUSTRIES INC</td>
<td>8228821</td>
<td>PI5026</td>
<td>07/10/2019</td>
<td>051-5001-950.80-50</td>
<td>PO NUM 049042</td>
<td>VENDOR TOTAL *</td>
<td>159,019.00 Aerial Device CCR 2018-161</td>
</tr>
<tr>
<td>0004585</td>
<td>00</td>
<td>AMERICAN BROADBAND INTERNET</td>
<td>51262 0719</td>
<td>PI4984</td>
<td>07/10/2019</td>
<td>051-5001-922.50-53</td>
<td>PO NUM 049363</td>
<td>VENDOR TOTAL *</td>
<td>159,019.00</td>
</tr>
<tr>
<td>0004705</td>
<td>00</td>
<td>AMERICAN CHEMICAL TECHNOLOGIES INC</td>
<td>132939 132939</td>
<td>PI4848</td>
<td>07/10/2019</td>
<td>051-5105-502.50-35</td>
<td>PO NUM 051289</td>
<td>VENDOR TOTAL *</td>
<td>439.40</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>132939 132939</td>
<td>PI4849</td>
<td>07/10/2019</td>
<td>051-5105-502.60-79</td>
<td>PO NUM 051289</td>
<td>VENDOR TOTAL *</td>
<td>439.40</td>
</tr>
<tr>
<td>0002831</td>
<td>00</td>
<td>AMERICAN PULVERIZER CO</td>
<td>59782</td>
<td>PI4815</td>
<td>07/10/2019</td>
<td>051-0000-153.00-00</td>
<td>PO NUM 050794</td>
<td>7,150.71</td>
<td></td>
</tr>
<tr>
<td>0004587</td>
<td>00</td>
<td>AMERICAN UNDERGROUND SUPPLY LLC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEND NO</td>
<td>SEQ#</td>
<td>VENDOR NAME</td>
<td>VENDOR NO</td>
<td>INVOICE NO</td>
<td>VOUCHER P.O. NO</td>
<td>BNK CHECK/DUE DATE</td>
<td>ACCOUNT NO</td>
<td>ITEM DESCRIPTION</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>---------</td>
<td>------</td>
<td>-------------</td>
<td>-----------</td>
<td>------------</td>
<td>----------------</td>
<td>-------------------</td>
<td>------------</td>
<td>------------------</td>
<td>--------</td>
</tr>
<tr>
<td>0004587</td>
<td>00</td>
<td>AMERICAN UNDERGROUND SUPPLY LLC</td>
<td>700664</td>
<td>PI4972</td>
<td>00 07/10/2019</td>
<td>053-0000-154.00-00</td>
<td>PO NUM 051451</td>
<td></td>
<td>214.85</td>
</tr>
<tr>
<td>0002869</td>
<td>00</td>
<td>AQUA-CHEM INC</td>
<td>00190858</td>
<td>PI49836</td>
<td>00 07/10/2019</td>
<td>053-6105-502.50-52</td>
<td>PO NUM 050188</td>
<td></td>
<td>1,637.37</td>
</tr>
<tr>
<td>00190855</td>
<td>00</td>
<td>AQUA-CHEM INC</td>
<td>00190855</td>
<td>PI49838</td>
<td>00 07/10/2019</td>
<td>055-7105-502.50-52</td>
<td>PO NUM 050918</td>
<td></td>
<td>926.60</td>
</tr>
<tr>
<td>00190855</td>
<td>00</td>
<td>AQUA-CHEM INC</td>
<td>00190855</td>
<td>PI49839</td>
<td>00 07/10/2019</td>
<td>055-7105-502.50-52</td>
<td>PO NUM 050938</td>
<td></td>
<td>888.00</td>
</tr>
<tr>
<td>0009983</td>
<td>00</td>
<td>ARPS GRAVEL &amp; CONCRETE INC</td>
<td>197290</td>
<td>PI4953</td>
<td>00 07/10/2019</td>
<td>055-7205-583.60-61</td>
<td>PO NUM 051399</td>
<td></td>
<td>150.00</td>
</tr>
<tr>
<td>197291</td>
<td>00</td>
<td>ARPS GRAVEL &amp; CONCRETE INC</td>
<td>197291</td>
<td>PI4954</td>
<td>00 07/10/2019</td>
<td>055-7205-583.60-61</td>
<td>PO NUM 051399</td>
<td></td>
<td>150.00</td>
</tr>
<tr>
<td>0003660</td>
<td>00</td>
<td>BAUER BUILT INC</td>
<td>880067314</td>
<td>PI4853</td>
<td>00 07/10/2019</td>
<td>051-5001-940.50-48</td>
<td>PO NUM 051333</td>
<td></td>
<td>1,127.41</td>
</tr>
<tr>
<td>880067314</td>
<td>00</td>
<td>BAUER BUILT INC</td>
<td>880067314</td>
<td>PI4854</td>
<td>00 07/10/2019</td>
<td>051-5001-940.60-59</td>
<td>PO NUM 051333</td>
<td></td>
<td>214.66</td>
</tr>
<tr>
<td>0004732</td>
<td>00</td>
<td>BEEHIVE INDUSTRIES LLC</td>
<td>1921</td>
<td>PI4997</td>
<td>00 07/10/2019</td>
<td>053-6205-583.60-65</td>
<td>PO NUM 051453</td>
<td></td>
<td>7,500.00</td>
</tr>
<tr>
<td>0005190</td>
<td>00</td>
<td>BERNTSEN INTERNATIONAL INC</td>
<td>205574</td>
<td>PI4840</td>
<td>00 07/10/2019</td>
<td>051-5205-580.50-35</td>
<td>PO NUM 051017</td>
<td></td>
<td>458.00</td>
</tr>
<tr>
<td>205574</td>
<td>00</td>
<td>BERNTSEN INTERNATIONAL INC</td>
<td>205574</td>
<td>PI4841</td>
<td>00 07/10/2019</td>
<td>051-5205-580.60-79</td>
<td>PO NUM 051017</td>
<td></td>
<td>95.26</td>
</tr>
<tr>
<td>9999999</td>
<td>00</td>
<td>BETTS, RYAN</td>
<td>000049837</td>
<td>UT</td>
<td>00 07/10/2019</td>
<td>051-0000-143.00-00</td>
<td>MANUAL CHECK</td>
<td></td>
<td>42.00</td>
</tr>
<tr>
<td>0003545</td>
<td>00</td>
<td>BOMGAARS SUPPLY INC</td>
<td>16439172</td>
<td>PI4821</td>
<td>00 07/10/2019</td>
<td>051-5001-940.50-35</td>
<td>PO NUM 049279</td>
<td></td>
<td>164.72</td>
</tr>
<tr>
<td>0002902</td>
<td>00</td>
<td>BORDER STATES / KRIZ-DAVIS</td>
<td>917970743</td>
<td>PI4922</td>
<td>00 07/10/2019</td>
<td>051-0000-154.00-00</td>
<td>PO NUM 051228</td>
<td></td>
<td>473.48</td>
</tr>
<tr>
<td>917970741</td>
<td>00</td>
<td>BORDER STATES / KRIZ-DAVIS</td>
<td>917970741</td>
<td>PI4924</td>
<td>00 07/10/2019</td>
<td>051-0000-154.00-00</td>
<td>PO NUM 051306</td>
<td></td>
<td>16.59</td>
</tr>
<tr>
<td>917980433</td>
<td>00</td>
<td>BORDER STATES / KRIZ-DAVIS</td>
<td>917980433</td>
<td>PI4955</td>
<td>00 07/10/2019</td>
<td>051-0000-154.00-00</td>
<td>PO NUM 050862</td>
<td></td>
<td>78.48</td>
</tr>
<tr>
<td>917716286</td>
<td>00</td>
<td>BORDER STATES / KRIZ-DAVIS</td>
<td>917716286</td>
<td>PI4956</td>
<td>00 07/10/2019</td>
<td>051-0000-154.00-00</td>
<td>PO NUM 050922</td>
<td></td>
<td>7,873.49</td>
</tr>
<tr>
<td>917980431</td>
<td>00</td>
<td>BORDER STATES / KRIZ-DAVIS</td>
<td>917980431</td>
<td>PI4960</td>
<td>00 07/10/2019</td>
<td>051-0000-154.00-00</td>
<td>PO NUM 051372</td>
<td></td>
<td>66.02</td>
</tr>
<tr>
<td>917928156</td>
<td>00</td>
<td>BORDER STATES / KRIZ-DAVIS</td>
<td>917928156</td>
<td>PI4984</td>
<td>00 07/10/2019</td>
<td>051-5205-580.50-35</td>
<td>PO NUM 049291</td>
<td></td>
<td>159.07</td>
</tr>
<tr>
<td>917980430</td>
<td>00</td>
<td>BORDER STATES / KRIZ-DAVIS</td>
<td>917980430</td>
<td>PI4967</td>
<td>00 07/10/2019</td>
<td>051-5205-580.50-35</td>
<td>PO NUM 051306</td>
<td></td>
<td>395.43</td>
</tr>
<tr>
<td>917945640</td>
<td>00</td>
<td>BORDER STATES / KRIZ-DAVIS</td>
<td>917945640</td>
<td>PI4932</td>
<td>00 07/10/2019</td>
<td>055-7105-502.50-35</td>
<td>PO NUM 049291</td>
<td></td>
<td>37.40</td>
</tr>
<tr>
<td>917970745</td>
<td>00</td>
<td>BORDER STATES / KRIZ-DAVIS</td>
<td>917970745</td>
<td>PI4978</td>
<td>00 07/10/2019</td>
<td>055-7105-502.50-35</td>
<td>PO NUM 049291</td>
<td></td>
<td>65.75</td>
</tr>
<tr>
<td>917907295</td>
<td>00</td>
<td>BORDER STATES / KRIZ-DAVIS</td>
<td>917907295</td>
<td>PI4822</td>
<td>00 07/10/2019</td>
<td>055-7205-583.50-35</td>
<td>PO NUM 049291</td>
<td></td>
<td>12.18</td>
</tr>
<tr>
<td>917916350</td>
<td>00</td>
<td>BORDER STATES / KRIZ-DAVIS</td>
<td>917916350</td>
<td>PI4823</td>
<td>00 07/10/2019</td>
<td>055-7205-587.50-35</td>
<td>PO NUM 049291</td>
<td></td>
<td>3.45</td>
</tr>
<tr>
<td>9999999</td>
<td>00</td>
<td>CADZOW, LUKE H</td>
<td>000049837</td>
<td>UT</td>
<td>00 07/10/2019</td>
<td>051-0000-143.00-00</td>
<td>MANUAL CHECK</td>
<td></td>
<td>42.00</td>
</tr>
<tr>
<td>9999999</td>
<td>00</td>
<td>CADZOW, LUKE H</td>
<td>000049837</td>
<td>UT</td>
<td>00 07/10/2019</td>
<td>051-0000-143.00-00</td>
<td>MANUAL CHECK</td>
<td></td>
<td>42.00</td>
</tr>
</tbody>
</table>

**VENDOR TOTAL**

<table>
<thead>
<tr>
<th>VEND NO</th>
<th>SEQ#</th>
<th>VENDOR NAME</th>
<th>VENDOR NO</th>
<th>INVOICE NO</th>
<th>VOUCHER P.O. NO</th>
<th>BNK CHECK/DUE DATE</th>
<th>ACCOUNT NO</th>
<th>ITEM DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>9999999</td>
<td>00</td>
<td>CADZOW, LUKE H</td>
<td>9999999</td>
<td>UT</td>
<td>00 07/10/2019</td>
<td>051-0000-143.00-00</td>
<td>MANUAL CHECK</td>
<td></td>
<td>9,049.84</td>
</tr>
</tbody>
</table>

VENDOR TOTAL: 9,049.84
<table>
<thead>
<tr>
<th>VEND NO</th>
<th>SEQ#</th>
<th>VENDOR NAME</th>
<th>VOUCHER P.O. NO</th>
<th>Bnk Check/Due Date</th>
<th>ACCOUNT NO</th>
<th>ITEM DESCRIPTION</th>
<th>CHECK AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>9999999</td>
<td>00</td>
<td>CADZOW, LUKE H</td>
<td>UT</td>
<td>07/10/2019</td>
<td>051-0000-143.00-00</td>
<td>MANUAL CHECK</td>
<td>172.62</td>
</tr>
<tr>
<td>9999999</td>
<td>00</td>
<td>CAMARGO-NAONE, LEILANI</td>
<td>UT</td>
<td>07/10/2019</td>
<td>051-0000-143.00-00</td>
<td>MANUAL CHECK</td>
<td>167.56</td>
</tr>
<tr>
<td>0004518</td>
<td>00</td>
<td>CAPPEL AUTO SUPPLY INC</td>
<td>PI4827</td>
<td>07/10/2019</td>
<td>051-5001-940.50-48</td>
<td>PO NUM 049313</td>
<td>20.66</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PI4828</td>
<td>07/10/2019</td>
<td>051-5001-940.50-35</td>
<td>PO NUM 049313</td>
<td>98.03</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PI4830</td>
<td>07/10/2019</td>
<td>051-5001-940.50-35</td>
<td>PO NUM 049313</td>
<td>67.27</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PI4831</td>
<td>07/10/2019</td>
<td>051-5001-940.50-35</td>
<td>PO NUM 049313</td>
<td>181.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PI4826</td>
<td>07/10/2019</td>
<td>051-5205-580.50-48</td>
<td>PO NUM 049313</td>
<td>101.01</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PI4829</td>
<td>07/10/2019</td>
<td>053-6205-583.50-48</td>
<td>PO NUM 049313</td>
<td>151.36</td>
</tr>
<tr>
<td>0003817</td>
<td>00</td>
<td>CED AUTOMATION OMAHA</td>
<td>PI4914</td>
<td>07/10/2019</td>
<td>053-6105-502.50-35</td>
<td>PO NUM 051319</td>
<td>292.14</td>
</tr>
<tr>
<td>000584</td>
<td>00</td>
<td>CEI</td>
<td>JUL 19 WC</td>
<td>07/10/2019</td>
<td>051-5001-919.20-29</td>
<td>July 2019 Workers Comp</td>
<td>.00</td>
</tr>
<tr>
<td>0004615</td>
<td>00</td>
<td>CENTRAL PLAINS ENERGY PROJECT<em>WIRE</em></td>
<td>PI4947</td>
<td>07/10/2019</td>
<td>051-5001-922.50-35</td>
<td>PO NUM 051329</td>
<td>11,715.83</td>
</tr>
<tr>
<td>0002951</td>
<td>00</td>
<td>CENTRAL STATES GROUP</td>
<td>PI4843</td>
<td>07/10/2019</td>
<td>051-5105-502.50-35</td>
<td>PO NUM 051116</td>
<td>239.47</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PI4850</td>
<td>07/10/2019</td>
<td>051-5105-502.50-35</td>
<td>PO NUM 051303</td>
<td>290.77</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PI4851</td>
<td>07/10/2019</td>
<td>051-5105-502.60-79</td>
<td>PO NUM 051303</td>
<td>26.86</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PI4947</td>
<td>07/10/2019</td>
<td>051-5105-502.50-35</td>
<td>PO NUM 051329</td>
<td>156.43</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PI4948</td>
<td>07/10/2019</td>
<td>051-5105-502.60-79</td>
<td>PO NUM 051329</td>
<td>11.44</td>
</tr>
<tr>
<td>0002675</td>
<td>00</td>
<td>CENTURYLINK</td>
<td>PI4832</td>
<td>07/10/2019</td>
<td>051-5001-922.50-53</td>
<td>PO NUM 049318</td>
<td>48.14</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PI4833</td>
<td>07/10/2019</td>
<td>051-5001-922.50-53</td>
<td>PO NUM 049318</td>
<td>409.20</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PI4834</td>
<td>07/10/2019</td>
<td>051-5001-922.50-53</td>
<td>PO NUM 049318</td>
<td>51.34</td>
</tr>
<tr>
<td>0005301</td>
<td>00</td>
<td>CENTURYLINK - BUSINESS SERVICES</td>
<td>PI4835</td>
<td>07/10/2019</td>
<td>051-5001-922.50-53</td>
<td>PO NUM 049374</td>
<td>199.75</td>
</tr>
<tr>
<td>0004155</td>
<td>00</td>
<td>CIVICPLUS</td>
<td>PI4995</td>
<td>07/10/2019</td>
<td>051-5001-922.60-65</td>
<td>PO NUM 051426</td>
<td>11,715.83</td>
</tr>
<tr>
<td>VEND NO</td>
<td>SEQ#</td>
<td>VENDOR NAME</td>
<td>EFT, EPAY OR HAND-ISSUED ACCOUNT</td>
<td>CHECK/DATE</td>
<td>AMOUNT</td>
<td>DESCRIPTION</td>
<td>CHECK</td>
</tr>
<tr>
<td>---------</td>
<td>------</td>
<td>---------------------------</td>
<td>---------------------------------</td>
<td>------------</td>
<td>--------</td>
<td>------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>0004155</td>
<td>00</td>
<td>CIVICPLUS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9999999</td>
<td>00</td>
<td>CLASSIC ENTERPRISES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>000059403</td>
<td>00</td>
<td>UT</td>
<td>07/10/2019 051-0000-143.00-00</td>
<td>MANUAL CHECK</td>
<td>19.52</td>
<td></td>
<td></td>
</tr>
<tr>
<td>000059403</td>
<td>00</td>
<td>UT</td>
<td>07/10/2019 051-0000-143.00-00</td>
<td>MANUAL CHECK</td>
<td>19.52</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0004524</td>
<td>00</td>
<td>CLOUD PEAK ENERGY RESOURCES</td>
<td><em>WIRE</em> 07/10/2019 051-0000-152.00-00</td>
<td>6/23/19</td>
<td>167,987.45</td>
<td>Coal purchase</td>
<td></td>
</tr>
<tr>
<td>0005203</td>
<td>00</td>
<td>COATES GUTTERS LLC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>061819</td>
<td>PI4844</td>
<td>00 07/10/2019 053-6105-502.50-35</td>
<td>PO NUM 051137</td>
<td>673.20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>061819</td>
<td>PI4845</td>
<td>00 07/10/2019 053-6105-502.60-61</td>
<td>PO NUM 051137</td>
<td>822.80</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0004152</td>
<td>00</td>
<td>CORE &amp; MAIN LP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K636692</td>
<td>PI4923</td>
<td>00 07/10/2019 053-0000-154.00-00</td>
<td>PO NUM 051239</td>
<td>3,304.79</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K636692</td>
<td>PI4946</td>
<td>00 07/10/2019 053-6205-583.50-35</td>
<td>PO NUM 051239</td>
<td>132.79</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0003185</td>
<td>00</td>
<td>DEPARTMENT OF ENERGY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BFPB002860619</td>
<td>00</td>
<td>07/10/2019 051-5105-555.50-00</td>
<td>June 2019 EFT: 44,233.35</td>
<td>44,233.35</td>
<td>Hydro power purchase</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002897</td>
<td>00</td>
<td>DIERS INC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5013510</td>
<td>PI4974</td>
<td>00 07/10/2019 053-6205-583.50-35</td>
<td>PO NUM 049283</td>
<td>99.45</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001313</td>
<td>00</td>
<td>DILLON CHEVROLET FREMONT INC, SID</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>124019</td>
<td>PI4906</td>
<td>00 07/10/2019 053-6205-583.50-48</td>
<td>PO NUM 051218</td>
<td>107.00-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17CS477548</td>
<td>PI4915</td>
<td>00 07/10/2019 053-6205-583.50-48</td>
<td>PO NUM 051391</td>
<td>279.83</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17CS477548</td>
<td>PI4916</td>
<td>00 07/10/2019 053-6205-583.60-59</td>
<td>PO NUM 051391</td>
<td>156.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001072</td>
<td>00</td>
<td>DODGE COUNTY TREASURER</td>
<td>19 AT41M BUCKET 07/10/2019 051-5001-950.80-50</td>
<td>Tax/Title AT41M BucketTrk</td>
<td>11,148.34</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002710</td>
<td>00</td>
<td>DOWCO VALVE CO INC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32250</td>
<td>PI4842</td>
<td>00 07/10/2019 051-5105-502.60-61</td>
<td>PO NUM 051099</td>
<td>2,712.45</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0003091</td>
<td>00</td>
<td>DUTTON-LAINSON CO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>88060-1</td>
<td>PI4816</td>
<td>00 07/10/2019 051-0000-154.00-00</td>
<td>PO NUM 051000</td>
<td>666.12</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27743-1</td>
<td>PI4918</td>
<td>00 07/10/2019 051-0000-154.00-00</td>
<td>PO NUM 050867</td>
<td>1,527.96</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0004605</td>
<td>00</td>
<td>DXP ENTERPRISES INC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEND NO</td>
<td>VENDOR NAME</td>
<td>INVOICE</td>
<td>VOUCHER P.O.</td>
<td>BNK CHECK/DUE DATE</td>
<td>ACCOUNT</td>
<td>ITEM DESCRIPTION</td>
<td>CHECK AMOUNT</td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
<td>---------</td>
<td>--------------</td>
<td>-------------------</td>
<td>---------</td>
<td>------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>00005055</td>
<td>ERLAB INC</td>
<td>INV1906049</td>
<td>PI4846</td>
<td>051-5105-502.50-35</td>
<td>PO NUM 051284</td>
<td>VENDOR TOTAL</td>
<td>770.84</td>
</tr>
<tr>
<td>9999999</td>
<td>ESTATE OF JOHN STRANGE</td>
<td>UT</td>
<td>00</td>
<td>07/10/2019</td>
<td>051-0000-143.00-00</td>
<td>MANUAL CHECK</td>
<td>64.41</td>
</tr>
<tr>
<td>000077807</td>
<td>FASTENAL CO</td>
<td>NEFRE166938</td>
<td>PI4862</td>
<td>051-5001-940.50-35</td>
<td>PO NUM 049286</td>
<td>EFT: 137.87</td>
<td>155.22</td>
</tr>
<tr>
<td>0000777807</td>
<td>FCX PERFORMANCE INC</td>
<td>4398964</td>
<td>PI4959</td>
<td>051-0000-153.00-00</td>
<td>PO NUM 051359</td>
<td>VENDOR TOTAL</td>
<td>70.69</td>
</tr>
<tr>
<td>00004993</td>
<td>FIKES COMMERCIAL HYGIENE LLC</td>
<td>18403</td>
<td>PI4983</td>
<td>051-5001-932.60-61</td>
<td>PO NUM 049322</td>
<td>EFT: 164.78</td>
<td>164.78</td>
</tr>
<tr>
<td>00003619</td>
<td>FIRST NATIONAL BANK FREMONT (TRUST)</td>
<td>76117501</td>
<td>07/19</td>
<td>07/10/2019</td>
<td>051-0000-221.00-00</td>
<td>Combined Util 07-29-14</td>
<td>EFT: 1,025,000.00</td>
</tr>
<tr>
<td>76117501</td>
<td></td>
<td>07/19</td>
<td>07/10/2019</td>
<td>051-0000-221.00-00</td>
<td>Combined Util 08-30-13</td>
<td>EFT: 600,000.00</td>
<td>600,000.00</td>
</tr>
<tr>
<td>76117501</td>
<td></td>
<td>07/19</td>
<td>07/10/2019</td>
<td>051-5001-927.27-04</td>
<td>Combined Util 07-29-14</td>
<td>EFT: 666,012.50</td>
<td>666,012.50</td>
</tr>
<tr>
<td>76117501</td>
<td></td>
<td>07/19</td>
<td>07/10/2019</td>
<td>051-5001-927.27-04</td>
<td>Combined Util 08-30-13</td>
<td>EFT: 140,135.00</td>
<td>140,135.00</td>
</tr>
<tr>
<td>00004833</td>
<td>FREMONT AREA UNITED WAY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>VENDOR TOTAL</td>
<td>2,431,147.50</td>
</tr>
</tbody>
</table>

**WWTP improvements draw 23 CCR2017-16**
<table>
<thead>
<tr>
<th>VEND NO</th>
<th>SEQ#</th>
<th>VENDOR NAME</th>
<th>ACCOUNT NO</th>
<th>ITEM DESCRIPTION</th>
<th>CHECK AMOUNT</th>
<th>EFT, EPAY OR HAND-ISSUED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0004833</td>
<td>00</td>
<td>FREMONT AREA UNITED WAY JUN'19 CARESHAR</td>
<td>055-0000-242.02-00</td>
<td>June 2019 Care &amp; Share EFT: 252.59</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001131</td>
<td>00</td>
<td>FREMONT TRIBUNE</td>
<td>051-5001-926.60-78</td>
<td>PO NUM 049309</td>
<td>7.52</td>
<td></td>
</tr>
<tr>
<td>0004677</td>
<td>00</td>
<td>GOVCONNECTION INC</td>
<td>051-5001-922.60-65</td>
<td>PO NUM 051219 EFT: 1,347.55</td>
<td>7.52</td>
<td></td>
</tr>
<tr>
<td>0002804</td>
<td>00</td>
<td>GOVERNMENT FINANCE OFFICIERS ASSN</td>
<td>051-5001-920.60-67</td>
<td>PO NUM 051370</td>
<td>225.00</td>
<td></td>
</tr>
<tr>
<td>0001445</td>
<td>00</td>
<td>GRAYBAR ELECTRIC CO</td>
<td>051-0000-155.00-00</td>
<td>PO NUM 051337</td>
<td>811.92</td>
<td></td>
</tr>
<tr>
<td>0006062</td>
<td>00</td>
<td>GROEBNER &amp; ASSOCIATES INC</td>
<td>057-8205-870.50-35</td>
<td>PO NUM 051342 EFT: 326.13</td>
<td>71.84</td>
<td></td>
</tr>
<tr>
<td>0003155</td>
<td>00</td>
<td>HACH COMPANY</td>
<td>051-0000-153.00-00</td>
<td>PO NUM 051330</td>
<td>245.32</td>
<td></td>
</tr>
<tr>
<td>0004419</td>
<td>00</td>
<td>HANSEN TIRE LLC</td>
<td>051-5205-580.50-48</td>
<td>PO NUM 051392</td>
<td>22.41</td>
<td></td>
</tr>
<tr>
<td>000622</td>
<td>00</td>
<td>HAWKINS INC</td>
<td>053-6105-502.50-52</td>
<td>PO NUM 050189</td>
<td>827.02</td>
<td></td>
</tr>
<tr>
<td>0004469</td>
<td>00</td>
<td>HAYES MECHANICAL</td>
<td>051-5105-502.60-61</td>
<td>PO NUM 050986</td>
<td>776.60</td>
<td></td>
</tr>
<tr>
<td>0004573</td>
<td>00</td>
<td>HAYS COMPANIES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VENDOR NO</td>
<td>SEQ#</td>
<td>VENDOR NAME</td>
<td>ACCOUNT NO</td>
<td>ITEM DESCRIPTION</td>
<td>CHECK AMOUNT</td>
<td>EFT, EPAY OR HAND-ISSUED AMOUNT</td>
</tr>
<tr>
<td>-----------</td>
<td>----</td>
<td>----------------------</td>
<td>------------</td>
<td>------------------</td>
<td>--------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>0002341</td>
<td>00</td>
<td>HAYS COMPANIES</td>
<td>051-5001-919.60-63</td>
<td>PO NUM 051403</td>
<td>630.00</td>
<td>VENDOR TOTAL * 630.00</td>
</tr>
<tr>
<td>0002341</td>
<td>00</td>
<td>HEATH CONSULTANTS INC</td>
<td>057-8205-870.60-61</td>
<td>PO NUM 051380</td>
<td>334.38</td>
<td>VENDOR TOTAL * 374.18</td>
</tr>
<tr>
<td>9999999</td>
<td>00</td>
<td>HEWITT, MARINDA G</td>
<td>051-0000-143.00-00</td>
<td>MANUAL CHECK</td>
<td>171.54</td>
<td>VENDOR TOTAL * 171.54</td>
</tr>
<tr>
<td>0001646</td>
<td>00</td>
<td>HOUER, FRED</td>
<td>051-0000-143.00-00</td>
<td>MANUAL CHECK</td>
<td>33.28</td>
<td>VENDOR TOTAL * 33.28</td>
</tr>
<tr>
<td>0004188</td>
<td>00</td>
<td>HUNTEL COMMUNICATIONS</td>
<td>051-5001-922.60-61</td>
<td>PO NUM 051300</td>
<td>125.00</td>
<td>VENDOR TOTAL * 526.28</td>
</tr>
<tr>
<td>0002083</td>
<td>00</td>
<td>IES COMMERCIAL INC</td>
<td>051-5025-580.60-61</td>
<td>PO NUM 048692</td>
<td>194,776.54</td>
<td>Substation B upgrade</td>
</tr>
<tr>
<td>0001833</td>
<td>00</td>
<td>INDUSTRIAL SALES CO INC</td>
<td>057-0000-154.00-00</td>
<td>PO NUM 051323</td>
<td>114.27</td>
<td>VENDOR TOTAL * 114.27</td>
</tr>
<tr>
<td>0003074</td>
<td>00</td>
<td>JACKSON SERVICES INC</td>
<td>051-0000-241.00-00</td>
<td>PAYROLL SUMMARY</td>
<td>179.70</td>
<td></td>
</tr>
<tr>
<td>0004188</td>
<td>00</td>
<td>HUNTEL COMMUNICATIONS</td>
<td>051-5001-940.50-46</td>
<td>June Mops</td>
<td>63.16</td>
<td></td>
</tr>
<tr>
<td>0004188</td>
<td>00</td>
<td>HUNTEL COMMUNICATIONS</td>
<td>051-5001-940.50-46</td>
<td>June Uniforms/Whse</td>
<td>80.06</td>
<td></td>
</tr>
<tr>
<td>0004188</td>
<td>00</td>
<td>HUNTEL COMMUNICATIONS</td>
<td>051-5001-940.50-46</td>
<td>June Mats/Towels</td>
<td>188.74</td>
<td></td>
</tr>
<tr>
<td>0004188</td>
<td>00</td>
<td>HUNTEL COMMUNICATIONS</td>
<td>051-5001-940.50-46</td>
<td>June Mats/Mops/Towels</td>
<td>530.00</td>
<td></td>
</tr>
<tr>
<td>0004188</td>
<td>00</td>
<td>HUNTEL COMMUNICATIONS</td>
<td>051-5105-502.50-46</td>
<td>June Mops</td>
<td>68.92</td>
<td></td>
</tr>
<tr>
<td>0004188</td>
<td>00</td>
<td>HUNTEL COMMUNICATIONS</td>
<td>051-5105-502.50-46</td>
<td>June Uniforms</td>
<td>905.99</td>
<td></td>
</tr>
<tr>
<td>0004188</td>
<td>00</td>
<td>HUNTEL COMMUNICATIONS</td>
<td>051-5105-502.50-46</td>
<td>June Uniforms</td>
<td>451.56</td>
<td></td>
</tr>
<tr>
<td>0004188</td>
<td>00</td>
<td>HUNTEL COMMUNICATIONS</td>
<td>051-5205-580.20-29</td>
<td>June Uniforms/Engineers</td>
<td>1,466.32</td>
<td></td>
</tr>
<tr>
<td>0004188</td>
<td>00</td>
<td>HUNTEL COMMUNICATIONS</td>
<td>051-5205-583.20-29</td>
<td>June Uniforms</td>
<td>338.32</td>
<td></td>
</tr>
</tbody>
</table>
# Expenditure Approval List

**Program:** GM339L  
**As Of:** 07/10/2019  
**Payment Date:** 07/10/2019  
**Department of Utilities**

<table>
<thead>
<tr>
<th>VENDOR NO</th>
<th>SEQ#</th>
<th>VENDOR NAME</th>
<th>INVOICE NO</th>
<th>VOUCHER P.O. NO</th>
<th>BNK CHECK/DUE DATE</th>
<th>ACCOUNT NO</th>
<th>ITEM DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0003074</td>
<td>00</td>
<td>JACKSON SERVICES INC</td>
<td>567 - 063019</td>
<td>0055-7105-502.20-29</td>
<td>07/10/2019</td>
<td>057-7105-502.20-29</td>
<td>June Uniforms</td>
<td>EFT: 239.54</td>
</tr>
<tr>
<td>1110 - 063019</td>
<td>0055-7105-502.50-46</td>
<td>07/10/2019</td>
<td>057-8205-870.20-29</td>
<td>June Uniforms</td>
<td>EFT: 819.40</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0003074</td>
<td>00</td>
<td>JACKSON SERVICES INC</td>
<td>567 - 063019</td>
<td>0055-7105-502.20-29</td>
<td>07/10/2019</td>
<td>057-7105-502.20-29</td>
<td>June Uniforms</td>
<td>EFT: 239.54</td>
</tr>
<tr>
<td>1110 - 063019</td>
<td>0055-7105-502.50-46</td>
<td>07/10/2019</td>
<td>057-8205-870.20-29</td>
<td>June Uniforms</td>
<td>EFT: 819.40</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0003085</td>
<td>00</td>
<td>JPLSC, LLC</td>
<td>000076975</td>
<td>0051-0000-143.00-00</td>
<td>07/10/2019</td>
<td>051-0000-143.00-00</td>
<td>MANUAL CHECK</td>
<td>500.00</td>
</tr>
<tr>
<td>000010849</td>
<td>00</td>
<td>KELLOGG, BILL R</td>
<td>000010849</td>
<td>0051-0000-143.00-00</td>
<td>07/10/2019</td>
<td>051-0000-143.00-00</td>
<td>MANUAL CHECK</td>
<td>861.78</td>
</tr>
<tr>
<td>0003085</td>
<td>00</td>
<td>KELLY SUPPLY CO</td>
<td>11125825-0</td>
<td>051-0000-153.00-00</td>
<td>07/10/2019</td>
<td>051-0000-153.00-00</td>
<td>PO NUM 051316</td>
<td>EFT: 1,144.32</td>
</tr>
<tr>
<td>11125857-0</td>
<td>051-0000-153.00-00</td>
<td>07/10/2019</td>
<td>051-0000-153.00-00</td>
<td>PO NUM 051338</td>
<td>EFT: 365.80</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0004708</td>
<td>00</td>
<td>KIMBALL MIDWEST</td>
<td>7220835</td>
<td>051-5001-940.50-35</td>
<td>07/10/2019</td>
<td>051-5001-940.50-35</td>
<td>PO NUM 051383</td>
<td>380.47</td>
</tr>
<tr>
<td>0003043</td>
<td>00</td>
<td>LEAGUE OF NE MUNICIP-UTILITIES SECT</td>
<td>7378</td>
<td>051-5205-580.60-62</td>
<td>07/10/2019</td>
<td>051-5205-580.60-62</td>
<td>PO NUM 051450</td>
<td>VENDOR TOTAL * 11,169.00</td>
</tr>
<tr>
<td>000089999</td>
<td>00</td>
<td>LOPEZ SAENZ, AMILCAR</td>
<td>000078903</td>
<td>051-0000-143.00-00</td>
<td>07/10/2019</td>
<td>051-0000-143.00-00</td>
<td>MANUAL CHECK</td>
<td>102.48</td>
</tr>
<tr>
<td>0002945</td>
<td>00</td>
<td>LYMAN RICHEY SAND &amp; GRAVEL CO</td>
<td>49707</td>
<td>053-6205-583.50-35</td>
<td>07/10/2019</td>
<td>053-6205-583.50-35</td>
<td>PO NUM 049294</td>
<td>25.88</td>
</tr>
<tr>
<td>50202</td>
<td>00</td>
<td>MARK HYDRAULIC CO INC</td>
<td>5117077</td>
<td>051-0000-153.00-00</td>
<td>07/10/2019</td>
<td>051-0000-153.00-00</td>
<td>PO NUM 057378</td>
<td>55.93</td>
</tr>
<tr>
<td>5117092</td>
<td>00</td>
<td>MARK HYDRAULIC CO INC</td>
<td>5117092</td>
<td>051-5105-502.60-61</td>
<td>07/10/2019</td>
<td>051-5105-502.60-61</td>
<td>PO NUM 051432</td>
<td>48.16</td>
</tr>
<tr>
<td>0000667</td>
<td>00</td>
<td>MCCMASTER-CARR SUPPLY CO</td>
<td>96032871</td>
<td>051-5105-502.50-35</td>
<td>07/10/2019</td>
<td>051-5105-502.50-35</td>
<td>PO NUM 051203</td>
<td>55.65</td>
</tr>
<tr>
<td>0001229</td>
<td>00</td>
<td>MENARDS - FREMONT</td>
<td>76259</td>
<td>051-0000-154.00-00</td>
<td>07/10/2019</td>
<td>051-0000-154.00-00</td>
<td>PO NUM 051146</td>
<td>3.15</td>
</tr>
<tr>
<td>76435</td>
<td>00</td>
<td>MENARDS - FREMONT</td>
<td>76435</td>
<td>051-0000-154.00-00</td>
<td>07/10/2019</td>
<td>051-0000-154.00-00</td>
<td>PO NUM 057146</td>
<td>3.15</td>
</tr>
<tr>
<td>76260</td>
<td>00</td>
<td>MENARDS - FREMONT</td>
<td>76260</td>
<td>051-5001-940.50-35</td>
<td>07/10/2019</td>
<td>051-5001-940.50-35</td>
<td>PO NUM 049296</td>
<td>110.48</td>
</tr>
<tr>
<td>76388</td>
<td>00</td>
<td>MENARDS - FREMONT</td>
<td>76388</td>
<td>051-5001-940.50-35</td>
<td>07/10/2019</td>
<td>051-5001-940.50-35</td>
<td>PO NUM 049296</td>
<td>79.00</td>
</tr>
<tr>
<td>VENDOR NO</td>
<td>SEQ#</td>
<td>VENDOR NAME</td>
<td>INVOICE NO</td>
<td>VOUCHER P.O. NO</td>
<td>BANK CHECK/DUE DATE</td>
<td>ACCOUNT NO</td>
<td>ITEM DESCRIPTION</td>
<td>CHECK NO</td>
</tr>
<tr>
<td>-----------</td>
<td>------</td>
<td>------------------------------</td>
<td>------------</td>
<td>-----------------</td>
<td>---------------------</td>
<td>------------</td>
<td>--------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>0001229</td>
<td>00</td>
<td>MENARDS - FREMONT</td>
<td>76250</td>
<td>PI4979</td>
<td>07/10/2019</td>
<td>051-5001-940.50-35</td>
<td>PO NO 49296</td>
<td>74.88</td>
</tr>
<tr>
<td>76096</td>
<td>PI4865</td>
<td>07/10/2019</td>
<td>051-5105-502.50-35</td>
<td>PO NO 49296</td>
<td>23.33</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>76144</td>
<td>PI4866</td>
<td>07/10/2019</td>
<td>051-5105-502.50-35</td>
<td>PO NO 49296</td>
<td>165.48</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>76389</td>
<td>PI4980</td>
<td>07/10/2019</td>
<td>051-5205-502.50-35</td>
<td>PO NO 49296</td>
<td>213.99</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>76388</td>
<td>PI4869</td>
<td>07/10/2019</td>
<td>053-6105-502.50-35</td>
<td>PO NO 49296</td>
<td>117.68</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>76493</td>
<td>PI4992</td>
<td>07/10/2019</td>
<td>053-6105-502.50-35</td>
<td>PO NO 51401</td>
<td>287.23</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>VENDOR TOTAL</td>
<td></td>
</tr>
<tr>
<td>052219/4021</td>
<td>01</td>
<td>METHODIST FREMONT HEALTH</td>
<td>052519/4031</td>
<td>PI4871</td>
<td>07/10/2019</td>
<td>051-5001-926.60-61</td>
<td>PO NO 49564</td>
<td>630.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>VENDOR TOTAL</td>
<td></td>
</tr>
<tr>
<td>5929243</td>
<td>00</td>
<td>MIDLAND SCIENTIFIC INC</td>
<td>5929243</td>
<td>PI5011</td>
<td>07/10/2019</td>
<td>055-7105-502.50-35</td>
<td>PO NO 51349</td>
<td>56.32</td>
</tr>
<tr>
<td>5929243</td>
<td>PI5012</td>
<td>07/10/2019</td>
<td>055-7105-502.50-52</td>
<td>PO NO 51349</td>
<td>1,172.95</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5932918</td>
<td>PI5013</td>
<td>07/10/2019</td>
<td>055-7105-502.50-52</td>
<td>PO NO 51349</td>
<td>1,013.87</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5932925</td>
<td>PI5014</td>
<td>07/10/2019</td>
<td>055-7105-502.50-52</td>
<td>PO NO 51349</td>
<td>591.91</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5932931</td>
<td>PI5015</td>
<td>07/10/2019</td>
<td>055-7105-502.50-35</td>
<td>PO NO 51349</td>
<td>366.08</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>VENDOR TOTAL</td>
<td></td>
</tr>
<tr>
<td>9999999</td>
<td>00</td>
<td>MIRAMONTE, OLVIA</td>
<td>000068217</td>
<td>UT</td>
<td>07/10/2019</td>
<td>051-0000-143.00-00</td>
<td>MANUAL CHECK</td>
<td>91.76</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>VENDOR TOTAL</td>
<td></td>
</tr>
<tr>
<td>1439429</td>
<td>00</td>
<td>MISSISSIPPI LIME COMPANY</td>
<td>1440506</td>
<td></td>
<td>07/10/2019</td>
<td>051-0000-158.02-00</td>
<td>6/19/19 26.06 TN</td>
<td>EFT: 5,188.30</td>
</tr>
<tr>
<td>1440506</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EFT: 5,176.35</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>VENDOR TOTAL</td>
<td></td>
</tr>
<tr>
<td>0004883</td>
<td>00</td>
<td>MOTION INDUSTRIES INC</td>
<td>NE01-515783</td>
<td>PI5016</td>
<td>07/10/2019</td>
<td>051-5105-502.50-35</td>
<td>PO NO 51355</td>
<td>44.21</td>
</tr>
<tr>
<td>NE01-515783</td>
<td></td>
<td>07/10/2019</td>
<td>051-5105-502.50-79</td>
<td>PO NO 51355</td>
<td>111.23</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>VENDOR TOTAL</td>
<td></td>
</tr>
<tr>
<td>0002985</td>
<td>00</td>
<td>MSC INDUSTRIAL SUPPLY CO INC</td>
<td>22964161</td>
<td>PI4859</td>
<td>07/10/2019</td>
<td>051-0000-153.00-00</td>
<td>PO NO 51339</td>
<td>197.78</td>
</tr>
<tr>
<td>23362951</td>
<td>PI4860</td>
<td>07/10/2019</td>
<td>051-0000-154.00-00</td>
<td>PO NO 51344</td>
<td>691.43</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24412041</td>
<td>PI4861</td>
<td>07/10/2019</td>
<td>051-0000-154.00-00</td>
<td>PO NO 51361</td>
<td>42.50</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24412071</td>
<td>PI4927</td>
<td>07/10/2019</td>
<td>051-0000-154.00-00</td>
<td>PO NO 51361</td>
<td>9.77</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25407621</td>
<td>PI4928</td>
<td>07/10/2019</td>
<td>051-0000-154.00-00</td>
<td>PO NO 51361</td>
<td>36.74</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26635941</td>
<td>PI4957</td>
<td>07/10/2019</td>
<td>051-0000-154.00-00</td>
<td>PO NO 51191</td>
<td>17.05</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26180651</td>
<td>PI4999</td>
<td>07/10/2019</td>
<td>051-0000-153.00-00</td>
<td>PO NO 51389</td>
<td>26.56</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23040661</td>
<td>PI4875</td>
<td>07/10/2019</td>
<td>051-5001-940.50-35</td>
<td>PO NO 51059</td>
<td>182.97</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25549031</td>
<td>PI4941</td>
<td>07/10/2019</td>
<td>051-5001-940.50-35</td>
<td>PO NO 50222</td>
<td>33.60</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25783221</td>
<td>PI4944</td>
<td>07/10/2019</td>
<td>051-5001-932.50-35</td>
<td>PO NO 50825</td>
<td>20.07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25412521</td>
<td>PI4951</td>
<td>07/10/2019</td>
<td>051-5001-940.50-35</td>
<td>PO NO 51361</td>
<td>63.56</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23600191</td>
<td>PI4882</td>
<td>07/10/2019</td>
<td>051-5105-502.50-35</td>
<td>PO NO 51351</td>
<td>244.50</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24726841</td>
<td>PI4883</td>
<td>07/10/2019</td>
<td>051-5105-502.50-35</td>
<td>PO NO 51367</td>
<td>64.51</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEND NO</td>
<td>SEQ#</td>
<td>VENDOR NAME</td>
<td>INVOICE NO</td>
<td>VOUCHER P.O. NO</td>
<td>BNK CHECK/DUE DATE</td>
<td>ACCOUNT NO</td>
<td>ITEM DESCRIPTION</td>
<td>CHECK AMOUNT</td>
</tr>
<tr>
<td>---------</td>
<td>------</td>
<td>-------------</td>
<td>------------</td>
<td>-----------------</td>
<td>-------------------</td>
<td>------------</td>
<td>------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>0002985</td>
<td>00</td>
<td>MSC INDUSTRIAL SUPPLY CO INC</td>
<td>26180651 PI5021</td>
<td>00 07/10/2019</td>
<td>PO NUM 051389</td>
<td>EFT: 38.32</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2592881</td>
<td></td>
<td></td>
<td>051-5105-502.50-35</td>
<td>051-5205-580.50-35</td>
<td>051-5015-421.00-00</td>
<td>Energy Assistance Refund</td>
<td>700.00</td>
<td></td>
</tr>
<tr>
<td>0000746</td>
<td>00</td>
<td>MUELLER CO LLC</td>
<td>4045001 PI5009</td>
<td>00 07/10/2019</td>
<td>PO NUM 051110</td>
<td>EFT: 394.55</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>057-8205-870.50-35</td>
<td>4045001 PI5010</td>
<td>00 07/10/2019</td>
<td>PO NUM 051110</td>
<td>EFT: 9.62</td>
<td></td>
</tr>
<tr>
<td>0004138</td>
<td>00</td>
<td>MULLER REPAIR AND TOWING</td>
<td>6361 PI5018</td>
<td>00 07/10/2019</td>
<td>PO NUM 051368</td>
<td>205.73</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0003053</td>
<td>00</td>
<td>NEBRASKA HEALTH &amp; HUMAN SERV-LIHEAP</td>
<td>06219</td>
<td>00 07/10/2019</td>
<td>PO NUM 051317</td>
<td>280.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001473</td>
<td>00</td>
<td>NMC INC</td>
<td>INV320884 PI4896</td>
<td>00 07/10/2019</td>
<td>PO NUM 049517</td>
<td>333.45</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>051-5105-502.60-61</td>
<td>CUI670546 PI4968</td>
<td>00 07/10/2019</td>
<td>PO NUM 051317</td>
<td>280.50</td>
<td></td>
</tr>
<tr>
<td>0003136</td>
<td>00</td>
<td>NORTHERN NATURAL GAS CO <em>FNB WIRE</em></td>
<td>1027 1027 JUN 2019</td>
<td>00 07/10/2019</td>
<td>PO NUM 051345</td>
<td>743.65</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002054</td>
<td>00</td>
<td>NORTHWEST ELECTRIC LLC</td>
<td>203550 PI4963</td>
<td>00 07/10/2019</td>
<td>PO NUM 051126</td>
<td>783.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>053-6105-502.50-35</td>
<td>203550 PI4964</td>
<td>00 07/10/2019</td>
<td>PO NUM 051126</td>
<td>1,166.75</td>
<td></td>
</tr>
<tr>
<td>0003334</td>
<td>00</td>
<td>NOVATECH LLC</td>
<td>21549 PI4893</td>
<td>00 07/10/2019</td>
<td>PO NUM 048863</td>
<td>EFT: 6,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005116</td>
<td>00</td>
<td>NPL CONSTRUCTION CO</td>
<td>91612177 PI5000</td>
<td>00 07/10/2019</td>
<td>PO NUM 047809</td>
<td>66,666.78</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>057-8205-870.60-79</td>
<td>001710 PI4998</td>
<td>00 07/10/2019</td>
<td>PO NUM 051345</td>
<td>66,666.78</td>
<td></td>
</tr>
<tr>
<td>0002937</td>
<td>00</td>
<td>O'KEEFE ELEVATOR CO INC</td>
<td>0494291 PI4961</td>
<td>00 07/10/2019</td>
<td>PO NUM 049425</td>
<td>743.65</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>051-5001-932.60-65</td>
<td>0494291 PI4962</td>
<td>00 07/10/2019</td>
<td>PO NUM 049425</td>
<td>743.65</td>
<td></td>
</tr>
<tr>
<td>0001020</td>
<td>00</td>
<td>O'REILLY AUTOMOTIVE INC</td>
<td>612928 PI4998</td>
<td>00 07/10/2019</td>
<td>PO NUM 051345</td>
<td>743.65</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **VENDOR TOTAL**: 111,749.45 Natural gas purchase
- **VENDOR TOTAL**: 66,666.78 Gas extension to Gallery 23 progress payment CCR2018-053
- **VENDOR TOTAL**: 1,272.58
<table>
<thead>
<tr>
<th>VEND NO</th>
<th>SEQ#</th>
<th>VENDOR NAME</th>
<th>INVOICE VOUCHER NO</th>
<th>PAYMENT DATE</th>
<th>ACCOUNT NO</th>
<th>ITEM DESCRIPTION</th>
<th>AMOUNT</th>
<th>CHECK NO</th>
<th>AMOUNT</th>
<th>EFT, EPAY OR HAND-ISSUED</th>
<th>ACCOUNT NO</th>
<th>ITEM DESCRIPTION</th>
<th>AMOUNT</th>
<th>CHECK NO</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>00001020</td>
<td>00</td>
<td>O'REILLY AUTOMOTIVE INC</td>
<td>0397-243588 PI5002</td>
<td>07/10/2019</td>
<td>051-5001-940.50-35</td>
<td>PO NUM 049298</td>
<td>58.56</td>
<td>049298</td>
<td>58.56</td>
<td>EFT: 94,085.18</td>
<td>049298</td>
<td>Transmission line progress payment</td>
<td>94,085.18</td>
<td>049298</td>
<td>94,085.18</td>
</tr>
<tr>
<td>0001021</td>
<td>00</td>
<td>OMAHA PUBLIC POWER DISTRICT</td>
<td>CSB0003687 PI4891</td>
<td>07/10/2019</td>
<td>051-5001-940.60-61</td>
<td>PO NUM 049937</td>
<td>638.61</td>
<td>050937</td>
<td>638.61</td>
<td>EFT: 58,870.34</td>
<td>050937</td>
<td>14 Transformer pads</td>
<td>22,784.58</td>
<td>050937</td>
<td>58,870.34</td>
</tr>
<tr>
<td>0001627</td>
<td>00</td>
<td>PIPING RESOURCES INC</td>
<td>0296861-IN PI4889</td>
<td>07/10/2019</td>
<td>055-0000-154.00-00</td>
<td>PO NUM 051332</td>
<td>781.05</td>
<td>051332</td>
<td>781.05</td>
<td>EFT: 10,650.00</td>
<td>051332</td>
<td>14 Transformer pads</td>
<td>10,650.00</td>
<td>051332</td>
<td>10,650.00</td>
</tr>
<tr>
<td>VEND NO</td>
<td>SEQ#</td>
<td>VENDOR NAME</td>
<td>VOUCHER P.O. NO</td>
<td>PAY DATE</td>
<td>ITEM NO</td>
<td>DESCRIPTION</td>
<td>AMOUNT</td>
<td>EFT, EPAY OR HAND-ISSUED AMOUNT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>------</td>
<td>---------------------------</td>
<td>-----------------</td>
<td>---------------</td>
<td>---------</td>
<td>---------------------------</td>
<td>--------</td>
<td>---------------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0003790</td>
<td>00</td>
<td>RIEKES EQUIPMENT CO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005128</td>
<td>00</td>
<td>SCHLOSSER ENTERPRISES INC</td>
<td>PI5003</td>
<td>07/10/2019</td>
<td>051-5001-932.60-61</td>
<td>45.00</td>
<td>050410</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PI5004</td>
<td>07/10/2019</td>
<td>051-5001-940.60-61</td>
<td>80.00</td>
<td>050410</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PI5005</td>
<td>07/10/2019</td>
<td>051-5105-502.60-61</td>
<td>290.00</td>
<td>050410</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PI5006</td>
<td>07/10/2019</td>
<td>053-6105-502.60-61</td>
<td>310.00</td>
<td>050410</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PI5007</td>
<td>07/10/2019</td>
<td>055-7205-583.60-61</td>
<td>195.00</td>
<td>050410</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PI5008</td>
<td>07/10/2019</td>
<td>057-8205-870.60-61</td>
<td>40.00</td>
<td>050410</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0004989</td>
<td>00</td>
<td>SCS ENGINEERS</td>
<td>0345159/03 PI4892</td>
<td>07/10/2019</td>
<td>051-5105-502.60-61</td>
<td>1,984.65</td>
<td>048654</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9999999</td>
<td>00</td>
<td>SINGLETON, TESSA M</td>
<td>UT</td>
<td>07/10/2019</td>
<td>051-0000-143.00-00</td>
<td>48.06</td>
<td>MANUAL CHECK</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0004430</td>
<td>00</td>
<td>STANDARD LABORATORIES INC</td>
<td>PI4904</td>
<td>07/10/2019</td>
<td>051-5105-502.60-61</td>
<td>281.19</td>
<td>051182</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0003415</td>
<td>00</td>
<td>SNAP-ON INDUSTRIAL</td>
<td>ARV/40243745 PI4912</td>
<td>07/10/2019</td>
<td>051-5001-940.50-35</td>
<td>179.04</td>
<td>051307</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>ARV/40288034 PI4945</td>
<td>07/10/2019</td>
<td>051-5105-502.50-35</td>
<td>83.03</td>
<td>051170</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0003923</td>
<td>00</td>
<td>STATE OF NEBRASKA - CELLULAR</td>
<td>1171698</td>
<td>07/10/2019</td>
<td>051-5001-903.50-53</td>
<td>57.52</td>
<td>EFT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1171698</td>
<td>00</td>
<td></td>
<td>1171698</td>
<td>07/10/2019</td>
<td>051-5001-919.50-53</td>
<td>51.52</td>
<td>EFT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1171698</td>
<td>00</td>
<td></td>
<td>1171698</td>
<td>07/10/2019</td>
<td>051-5001-922.50-53</td>
<td>97.69</td>
<td>EFT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1171698</td>
<td>00</td>
<td></td>
<td>1171698</td>
<td>07/10/2019</td>
<td>051-5001-925.50-53</td>
<td>51.52</td>
<td>EFT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1171698</td>
<td>00</td>
<td></td>
<td>1171698</td>
<td>07/10/2019</td>
<td>051-5001-926.50-53</td>
<td>184.68</td>
<td>EFT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1171698</td>
<td>00</td>
<td></td>
<td>1171698</td>
<td>07/10/2019</td>
<td>051-5205-580.50-53</td>
<td>347.02</td>
<td>EFT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1171698</td>
<td>00</td>
<td></td>
<td>1171698</td>
<td>07/10/2019</td>
<td>053-6105-502.50-53</td>
<td>46.17</td>
<td>EFT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1171698</td>
<td>00</td>
<td></td>
<td>1171698</td>
<td>07/10/2019</td>
<td>053-6205-583.50-53</td>
<td>149.30</td>
<td>EFT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1171698</td>
<td>00</td>
<td></td>
<td>1171698</td>
<td>07/10/2019</td>
<td>055-7105-502.50-53</td>
<td>27.57</td>
<td>EFT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1171698</td>
<td>00</td>
<td></td>
<td>1171698</td>
<td>07/10/2019</td>
<td>057-8205-870.50-53</td>
<td>252.26</td>
<td>EFT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9999999</td>
<td>00</td>
<td>STEFANSKI, CAMERON W</td>
<td>UT</td>
<td>07/10/2019</td>
<td>051-0000-143.00-00</td>
<td>56.37</td>
<td>MANUAL CHECK</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001137</td>
<td>00</td>
<td>STEFFY CHRYSLER CENTER INC, GENE</td>
<td>1171698 PI4907</td>
<td>07/10/2019</td>
<td>057-8205-870.50-55</td>
<td>1,678.53</td>
<td>051226</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEND NO</td>
<td>SEQ#</td>
<td>VENDOR NAME</td>
<td>VOUCHER P.O. NO</td>
<td>VENDOR P.O.</td>
<td>BANK CHECK/DUE ACCOUNT NO</td>
<td>ITEM NO</td>
<td>DESCRIPTION</td>
<td>AMOUNT</td>
<td>VENDOR TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>------</td>
<td>-------------</td>
<td>-----------------</td>
<td>-------------</td>
<td>--------------------------</td>
<td>--------</td>
<td>-------------</td>
<td>--------</td>
<td>--------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001137</td>
<td>00</td>
<td>STEFFY CHRYSLER CENTER INC, GENE</td>
<td>PI4981</td>
<td>00</td>
<td>07/10/2019</td>
<td>051-5001-940.50-48</td>
<td>EFT: 171.20</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0000434</td>
<td>00</td>
<td>STOVER CONTROLS</td>
<td>PI4921</td>
<td>00</td>
<td>07/10/2019</td>
<td>051-0000-153.00-35</td>
<td>EFT: 1,159.68</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005183</td>
<td>00</td>
<td>SUPERION LLC - CENTRALSQUARE</td>
<td>PI4942</td>
<td>00</td>
<td>07/10/2019</td>
<td>051-5001-903.60-77</td>
<td>EFT: 347.41</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0004647</td>
<td>00</td>
<td>T SQUARE SUPPLY LLC</td>
<td>PI4894</td>
<td>00</td>
<td>07/10/2019</td>
<td>055-7105-502.50-35</td>
<td>EFT: 22.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0004890</td>
<td>00</td>
<td>TETRA TECH INC</td>
<td>PI4939</td>
<td>00</td>
<td>07/10/2019</td>
<td>051-5105-502.60-61</td>
<td>EFT: 1,210.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001713</td>
<td>00</td>
<td>TRUCK CENTER COMPANIES</td>
<td>PI5019</td>
<td>00</td>
<td>07/10/2019</td>
<td>051-5205-580.50-48</td>
<td>EFT: 257,561.60</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001914</td>
<td>00</td>
<td>UNION PACIFIC RAILROAD</td>
<td>PI5020</td>
<td>00</td>
<td>07/10/2019</td>
<td>051-5205-580.60-59</td>
<td>EFT: 245,817.34</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0000647</td>
<td>00</td>
<td>USABLUEBOOK</td>
<td>PI4949</td>
<td>00</td>
<td>07/10/2019</td>
<td>055-7105-502.50-35</td>
<td>EFT: 1,299.38</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0000525</td>
<td>00</td>
<td>UTILITY EQUIPMENT CO</td>
<td>PI4950</td>
<td>00</td>
<td>07/10/2019</td>
<td>055-7105-502.50-52</td>
<td>EFT: 129.58</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9999999</td>
<td>00</td>
<td>VOGT, MARK A</td>
<td>UT</td>
<td>00</td>
<td>07/10/2019</td>
<td>051-0000-143.00-00</td>
<td>MANUAL CHECK: 200.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002907</td>
<td>00</td>
<td>WALNUT RADIO LLC (KHUB)</td>
<td>PI5039</td>
<td>00</td>
<td>07/10/2019</td>
<td>051-5001-903.60-78</td>
<td>EFT: 216.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEND NO</td>
<td>SEQ#</td>
<td>VENDOR NAME</td>
<td>INVOICE NO</td>
<td>VOUCHER P.O. NO</td>
<td>BNK CHECK/DUE DATE</td>
<td>ACCOUNT NO</td>
<td>ITEM NO</td>
<td>DESCRIPTION</td>
<td>CHECK AMOUNT</td>
<td>EFT, EPAY OR HAND-ISSUED AMOUNT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>------</td>
<td>-----------------------------</td>
<td>------------</td>
<td>-----------------</td>
<td>-------------------</td>
<td>------------</td>
<td>---------</td>
<td>-------------</td>
<td>--------------</td>
<td>-----------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002907</td>
<td>00</td>
<td>WALNUT RADIO LLC (KHUB)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002894</td>
<td>00</td>
<td>WASTE CONNECTIONS OF NE INC</td>
<td>5369262</td>
<td>PI5033</td>
<td>07/10/2019</td>
<td>051-5001-932.50-49</td>
<td>049427</td>
<td>216.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0004336</td>
<td>00</td>
<td>WATERLINK INC</td>
<td>25427</td>
<td>PI4899</td>
<td>07/10/2019</td>
<td>051-5105-502.50-52</td>
<td>050155</td>
<td>369.79</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005136</td>
<td>00</td>
<td>WEISS CONSTRUCTION CO LLC</td>
<td>10045587</td>
<td>PI4931</td>
<td>07/10/2019</td>
<td>055-7105-502.60-58</td>
<td>048410</td>
<td>369.79</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0000482</td>
<td>00</td>
<td>WESCO RECEIVABLES CORP</td>
<td>287127</td>
<td>PI4890</td>
<td>07/10/2019</td>
<td>051-0000-154.00-00</td>
<td>051362</td>
<td>4,461.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9999999</td>
<td>00</td>
<td>YOUNT, LORI</td>
<td></td>
<td>UT</td>
<td>07/10/2019</td>
<td>051-0000-143.00-00</td>
<td>MANUAL CHECK</td>
<td>46.85</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002791</td>
<td>00</td>
<td>YRC FREIGHT</td>
<td>782-978098-0</td>
<td>PI4969</td>
<td>07/10/2019</td>
<td>055-7105-502.60-79</td>
<td>051356</td>
<td>848.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**VENDOR TOTAL * 216.00**
**VENDOR TOTAL * 1,801.76**
**VENDOR TOTAL * 369.79**
**VENDOR TOTAL * 4,461.00**
**VENDOR TOTAL * 46.85**
**VENDOR TOTAL * 848.50**
**EFT/EPAY TOTAL *** 4,624,182.02**

**GRAND TOTAL ****************** 4,624,182.02**
STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jody Sanders, CPA, Director of Finance
DATE: July 9, 2019
SUBJECT: Report of Treasury

Recommendation: Move to receive Report of the Treasury

Background: The City Council receives internally-produced monthly financial statements in addition to the annual audited financial statements; however, reports are not available until mid-month each quarter. 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. The Council will continue to receive the quarterly financial statements, but this snapshot gives the Council more timely information regarding cash reserve balances.

Fiscal Impact: None.

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  
June 30, 2019  

<table>
<thead>
<tr>
<th>Account Name</th>
<th>First National Bank - Fremont</th>
<th>First State Bank</th>
<th>Pinnacle Bank of Fremont</th>
<th>Cornerstone Bank, Columbus</th>
<th>NE Land National Bank, North Platte</th>
<th>Nebraska Public Investment Trust</th>
</tr>
</thead>
<tbody>
<tr>
<td>Governmental</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Checking/Money Market</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Treasurer</td>
<td>$ 11,476,108</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Treasurer-M Mkt</td>
<td>$ 1,574,864</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SID #4</td>
<td>$ 61,168</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Revenue</td>
<td>$ 1,231,526</td>
<td></td>
<td></td>
<td>$ 1,003,838</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Infrastructure - Sales Tax</td>
<td></td>
<td></td>
<td>$ 6,367,861</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insured M MKT ** -Sales Tax</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Safety - Sales Tax</td>
<td></td>
<td></td>
<td></td>
<td>$ 934,981</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Streets - Sales Tax</td>
<td></td>
<td></td>
<td></td>
<td>$ 3,073,843</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Streets - M Mkt</td>
<td>$ 416,635</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Devlopment Agy</td>
<td>$ 155,625</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Keno</td>
<td>$ 302,233</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CDBG Clearing</td>
<td>$ 51,690</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CDBG Program Income</td>
<td>$ 51,361</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E911</td>
<td>$ 172,653</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drug Task</td>
<td>$ 30,710</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Benefits</td>
<td></td>
<td></td>
<td></td>
<td>$ 3,730,241</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>$ 5,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Checking/Money Market</td>
<td>$ 13,574,179</td>
<td>$ 7,599,386</td>
<td>$ 4,454,109</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 5,012,661</td>
</tr>
<tr>
<td>CD Investments</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General fund</td>
<td>$ 4,500,000</td>
<td></td>
<td>$ 3,000,000</td>
<td>$ 200,000</td>
<td>$ 2,000,000</td>
<td></td>
</tr>
<tr>
<td>Sales Tax/Infrastructure fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Tax/Streets fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Tax/LB840 fund</td>
<td>$ 1,500,000</td>
<td></td>
<td>$ 500,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street fund</td>
<td>$ -</td>
<td>$ 1,000,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>KENO fund</td>
<td>$ 100,000</td>
<td></td>
<td>$ 200,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trust Fund</td>
<td>$ 100,000</td>
<td></td>
<td>$ 25,000</td>
<td>$ 35,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E911</td>
<td>$ 250,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special assessment Fund</td>
<td>$ 750,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>$ 1,000,000</td>
<td></td>
<td></td>
<td>$ -</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work Comp</td>
<td>$ 750,000</td>
<td></td>
<td></td>
<td>$ -</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total CD Investments</td>
<td>$ 7,850,000</td>
<td>$ 1,000,000</td>
<td>$ 4,625,000</td>
<td>$ 435,000</td>
<td>$ 2,000,000</td>
<td>$ -</td>
</tr>
<tr>
<td>Total Governmental deposits</td>
<td>$ 21,424,179</td>
<td>$ 8,599,386</td>
<td>$ 9,079,109</td>
<td>$ 435,000</td>
<td>$ 2,000,000</td>
<td>$ 5,012,661</td>
</tr>
</tbody>
</table>

Grand total $ 46,550,335
## City of Fremont
### Report of Treasury - Cash and Investment Bank Balances
#### June 30, 2019

<table>
<thead>
<tr>
<th>Account Name</th>
<th>First National Bank - Fremont</th>
<th>First State Bank</th>
<th>Pinnacle Bank of Fremont</th>
<th>Cornerstone Bank, Columbus</th>
<th>NE Land National Bank, North Platte</th>
<th>Nebraska Public Investment Trust</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proprietary Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Checking/Money Market</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Combined Utilities Fund</td>
<td>$15,813,290</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric Fund</td>
<td>$606</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Comb Util Funds/Construction</td>
<td>$11,859,719</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,010,511</td>
<td></td>
</tr>
<tr>
<td>Water Project Bond Acct</td>
<td>$80,453</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Department of Utilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$674,868</td>
<td></td>
</tr>
<tr>
<td>Sewer Improvement</td>
<td>$3,386</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$312,089</td>
<td></td>
</tr>
<tr>
<td>Gas Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$751,808</td>
<td></td>
</tr>
<tr>
<td>Electric Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$150</td>
<td></td>
</tr>
<tr>
<td>Total Checking/Money Market</td>
<td>$27,757,454</td>
<td>$ -</td>
<td>$674,868</td>
<td>$150</td>
<td>$ -</td>
<td>$3,074,408</td>
</tr>
<tr>
<td>CD Investments</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric</td>
<td>$2,750,000</td>
<td>$2,000,000</td>
<td>$4,000,000</td>
<td>$1,096,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>$675,000</td>
<td></td>
<td>$200,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>$250,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gas</td>
<td>$500,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total CD Investments</td>
<td>$4,175,000</td>
<td>$2,000,000</td>
<td>$4,200,000</td>
<td>$1,096,000</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Total Proprietary deposits</td>
<td>$31,932,454</td>
<td>$2,000,000</td>
<td>$4,874,868</td>
<td>$1,096,150</td>
<td>$ -</td>
<td>$3,074,408</td>
</tr>
<tr>
<td>Grand total</td>
<td>$42,977,880</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grand total, all funds</td>
<td>$53,356,633</td>
<td>$10,599,386</td>
<td>$13,953,977</td>
<td>$1,531,150</td>
<td>$2,000,000</td>
<td>$8,087,068</td>
</tr>
<tr>
<td>CITY CDARS CERTIFICATES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$8,600,000</td>
</tr>
<tr>
<td>DU CDARS CERTIFICATES</td>
<td>$ -</td>
<td>$ -</td>
<td>$9,500,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$2,600,000</td>
</tr>
<tr>
<td>Grand total</td>
<td>$89,528,215</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
REGULAR MEETING:
1. Meeting called to order. After Study Session and the Pledge of Allegiance, 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.


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

CONSENT AGENDA:
Moved by Council Member Jacobus seconded by Council Member McClain to approve items 5, 6, 9 & 17 of the consent agenda. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

5. Dispense with and approve June 11, 2019 City Council Meeting Minutes

6. Motion to approve excavation/asphalt/concrete license application for AM Contracting Inc.


17. Resolution 2019-115 to authorize Mayor to sign the FAA Application for Federal Assistance Form, and the Drug Free Workplace Certification Form for the Fremont Airport Terminal Project.

ITEMS REMOVED FROM THE CONSENT AGENDA FOR SEPARATE DISCUSSION:

4. Motion to approve June 12, 2019 through June 25, 2019 claims and authorize checks to be drawn on the proper accounts. Council Member Yerger moved, seconded by Council Member Legband to receive invoice from Getzschman Heating, LLC. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Legband moved, seconded by Council Member McClain to approve the payment for Getzschman Heating, LLC in the amount of $650.00. Ayes: McClain, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Abstention: Ellis. Motion carried. Council Member Jensen moved, seconded by Council Member Kuhns to approve the remainder of the claims. Ayes: McClain, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Abstention: Ellis. Motion carried.

7. Resolution 2019-102 approving request of First Baptist Church to use City parking lot on 5th and C Streets and closure of C Street between 5th and 6th Streets on September 4, 2019 from 5:00 P.M. to
8:30 P.M. for Big Truck Night. Council Member Kuhns moved, seconded by Council Member McClain to approve Resolution 2019-102. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

8. Resolution 2019-103 approving request of MainStreet of Fremont to close Main Street from 2nd Street to 6th Street for Summer Fest event on July 27, 2019 from 7:00 a.m. to 4:00 p.m. Council Member Jensen moved, seconded by Council Member Kuhns to approve Resolution 2019-103. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.


11. Resolution 2019-110 to install a handicap stall in the City owned parking lot, adjacent to 84 West 6th Street, and remove flashing lights at 16th and Main Streets and receive Traffic Committee Report. Council Member Yerger moved, seconded by Council Member Jacobus to approve Resolution 2019-110. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

12. Resolution 2019-107 authorizing the Mayor to sign a letter for recertification of the Greater Fremont Development Council as the lead economic development agency for the Nebraska Economic Development Certified Community Program. Council Member Kuhns moved, seconded by Council Member Jacobus to approve Resolution 2019-107, Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.


15. Resolution 2019-114 to file a Notice of Interest for Hazard Mitigation Grant Funding with Nebraska Emergency Management Agency (NEMA) for warning sirens. Council Member Jacobus moved, seconded by Council Member McClain to approve Resolution 2019-114. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

16. Motion to waive minimum driveway approach radius at 2125 N. Main. Council Member Yerger moved, seconded by Council Member Jacobus to approve waiver of minimum driveway approach radius at 2125 N. Main. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

18. Resolution 2019-111 of the City Council of the City of Fremont, Nebraska, to authorize the Mayor to sign Change Order # 3 with NPL Construction Co. for Gallery 23 gas extensions. Council Member Jensen moved, seconded by Council Member Kuhns to approve Resolution 2019-111. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

UNFINISHED BUSINESS:

19. Resolution 2019-100 Policy for Individual Sewer Connections. Council Member Jacobus moved,
seconded by Council Member Legband to receive into the record a document titled 8-point Sewer (Water) Connection Policy Recommendation. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Yerger moved, seconded by Council Member Jacobus to continue the item until the second City Council Meeting scheduled in July. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.


NEW BUSINESS: requires individual associated action


23. Moved by Council Member Kuhns seconded by Council Member Jensen to adjourn the meeting. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Meeting adjourned at 9:03 p.m.

I, Tyler Ficken, the undersigned City Clerk, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by the members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that this meeting was preceded by publicized notice in the Fremont Tribune and the agenda, including notice of study session, were displayed in the Municipal Building and distributed to the Mayor and Council on June 21, 2019 and is open to the public; that all news media requesting notification concerning meeting and the subjects to be discussed at said meeting and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.


Tyler Ficken, City Clerk
Scott Getzschman, Mayor
STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Dave Goedeken, P.E., Director of Public Works
DATE: July 9, 2019

SUBJECT: Consider request of Fremont Rotary Club to use Fremont Airport facilities for the 2019 Rotary Fly-in Breakfast, and to close west lane of Airport Road for overflow parking during the event on August 25, 2019 from 7:00 a.m. to 2:00 p.m.

Recommendation: Staff recommends approval of Resolution 2019-13 for the use of the Airport for the Fly-in Breakfast, and approval of the closure of the West lane of Airport Road.

Background: This request is for the Annual Fremont Rotary Club fundraiser event at the Fremont Airport. The event is to take place on August 25th. The request is for the use of Airport facilities and the closure of the West lane of Airport Road for overflow parking. Staff recommends approval of the request.

Fiscal Impact: none
June 14, 2019

Brian Newton  
Fremont City Administrator  
400 East Military Avenue  
Fremont NE 68025

Re: Fremont Rotary Club Fly-In Breakfast

Dear Brian:

On Sunday, August 25, 2019, the Fremont Rotary Club will be sponsoring a Fly In Breakfast from 7:30 to 2:00 p.m. in association with Fremont Aviation, Inc. with the net proceeds being used to support area youth activities and projects.

I’m writing to request permission from the City to allow patrons to park on Airport Road and on public property adjacent to the public road if necessary, in the event the parking in the airport area becomes full. In the past, the Fremont Street Department has furnished 10 – 12 cones to be placed in the middle of Airport Road west lane. The City has also provided four large trash cans with liners. Would you kindly place this matter on the Council’s agenda and provide me with notice of the applicable council meeting so I can appear on behalf of Rotary, if necessary.

We are hopeful that this event will promote youth, general aviation, and also supplement other activities which may be planned in the Fremont area for the same day. Any assistance which the City can provide will be greatly appreciated by all. Thank you and I look forward to hearing from you.

Any assistance which the City can provide would be greatly appreciated by all.

Thank you for your time and attention to this matter.

Sincerely yours,

Mike Thomas, Rotary Fly-in Co-Chair  
2403 Estes Ln  
Fremont, NE 68025  
402-212-3963
RESOLUTION NO. 2019-132

A Resolution of the City Council of the City of Fremont, Nebraska, approving request of Fremont Rotary Club to use the Fremont Municipal Airport for a Fly-in Breakfast on August 25, 2019 from 7:00 a.m. to 2:00 p.m.

WHEREAS, the Fremont Rotary Club requests the use of a portion of the Fremont Municipal Airport for their annual Fly-in Breakfast; and

WHEREAS, the Fremont Rotary Club requests the closure of the west lane of Airport Road from 7:00 a.m. to 2:00 p.m. on August 26, 2018, to accommodate the number of guests attending the Fly-in Breakfast; and

WHEREAS, approval of the request is contingent upon receipt of a $1,000,000 certificate of insurance as primary insured and the City of Fremont as additional insured and this resolution shall serve as written agreement for said insurance.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council approve the request of the Fremont Rotary Club for use of the Fremont Municipal Airport on August 25, 2019 from 7:00 a.m. to 2:00 p.m. for the Fly-in Breakfast and to temporarily close a portion of Airport Road for overflow parking.

PASSED AND APPROVED THIS 9th DAY OF July 2019.

________________________________________
Scott Getzschman, Mayor

ATTEST:

_____________________________________
Tyler Ficken, City Clerk
Recommendation: Approve resolution 2019-121.

Background: It has recently been brought to our attention that the agreement with Blue Cross Blue Shield of Nebraska (BCBSNE) for providing the administrative services for our medical and dental insurance has not been signed. BCBSNE has been providing the services, but is requesting that the agreement be signed before we proceed with potential renewal for the 2019-2020 plan year.

It appears that this agreement was provided to IMA, our broker, but not passed on to the City. This delay has been reviewed with IMA and we do not anticipate any future issues.

Approval of the agreement does not change how the plan is being administered or our costs. This action will only formalize what has been previously approved.

The City Attorney has reviewed and approved the Agreement.

Fiscal Impact: No changes.
This is an Administrative Services Agreement between City of Fremont ("THE GROUP" or "THE PLAN") and Blue Cross and Blue Shield of Nebraska (BCBSNE).

This Agreement is made in and governed by the laws of the state of Nebraska, except as may be subject to federal law, including ERISA. Any contractual provision which does not conform with the laws of Nebraska or the United States is hereby amended to conform to their minimum requirements.

RECITALS

A. BCBSNE is a mutual insurance company, licensed to sell insurance in the State of Nebraska. BCBSNE is also engaged in the business of providing administrative services to entities which have self-insured, or partially self-insured, health benefit plans for eligible employees.

B. The Benefit Plan Document includes this document and Attachments, the Client Profile, and the Summary Plan Description and Amendments thereto, all of which are incorporated herein by this reference. THE GROUP is funded by either Plan Assets or General Assets for THE GROUP’s Covered Persons. All coverage and benefit determinations are controlled by the Benefit Plan Document as defined in this Recital. The language of this Administrative Services Agreement shall supersede and take precedence over the language of the Summary Plan Description. The Summary Plan Description number and the Plan or General Assets funding are indicated on Attachment 1.

C. BCBSNE is able and willing to provide claims administrative services for THE GROUP’s health benefit plan, herein called the “Plan,” for Covered Persons and THE GROUP desires to employ BCBSNE to provide such administrative services.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE, IT IS AGREED AS FOLLOWS:

DEFINITIONS

Defined terms are capitalized throughout this Agreement. In addition to the definitions stated in the Summary Plan Description, the following definitions are used in this Agreement:

Accountable Care Organization (ACO): A group of healthcare providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability in order to manage the total cost of care for their member populations.

Care Coordination: Organized, information-driven patient care activities intended to facilitate the appropriate responses to a Covered Person’s healthcare needs across the continuum of care.

---

1 Group Numbers are subject to change during the term of this Agreement and shall have no effect on the responsibilities of the parties hereto.
2 Plan Assets are amounts a participant pays to or has withheld by an employer for contribution to a Plan. Such assets become Plan Assets as of the earliest date they can reasonably be segregated from the employer's general assets, but in no event later than 90 days from receipt by the employer. Plan Assets are subject to ERISA requirements.
**Care Coordinator**: An individual within a provider organization who facilitates Care Coordination for patients.

**Care Coordinator Fee**: A fixed amount paid by a payer to providers periodically for Care Coordination under a Value-Based Program.

**Client Profile**: A document prepared by BCBSNE in collaboration with THE GROUP, which sets forth specific Plan terms and requirements, and Covered and Noncovered Services under the Plan.

**Covered Person(s)**: All enrolled members of THE GROUP (Subscribers and their enrolled dependent spouses or children).

**Employee**: An individual employed by the Employer, pursuant to its employment definitions and criteria.

**Employer**: The employer identified in the Summary Plan Description and Client Profile, providing coverage to its eligible Employees and dependents under the terms of its group health plan.

**Global Payment/Total Cost of Care**: A payment methodology that is defined at the patient level and accounts for either all patient care or for a specific group of services delivered to the patient such as outpatient, physician, ancillary, hospital services and prescription drugs.

**Patient-Centered Medical Home (PCMH)**: A model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified physicians.

**Provider Incentive**: An additional amount of compensation paid to a healthcare provider by a payer based on the provider’s compliance with agreed-upon procedural and/or outcome measures for a particular population of covered persons.

**Shared Savings**: A payment mechanism in which the provider and payer share cost savings achieved against a target cost budget based upon agreed upon terms and may include downside risk.

**Subscribers**: All enrolled Employees, COBRA qualified beneficiaries, retirees (if applicable), or other non-dependent persons.

**Value-Based Program (VBP)**: Also known as patient-focused care, a Value-Based Program is an outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment. Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes and Shared Savings arrangements.

---

**I. APPOINTMENT**

BCBSNE is hereby retained and appointed to provide administrative services as herein described for THE GROUP's benefit plan for Covered Persons under BCBSNE's regular claim payment procedures and methods; provided, however, that BCBSNE shall not be, nor be considered as, the "Plan Administrator," but shall be considered a "named fiduciary" with respect to claims administration only, within the meaning of any applicable federal laws and regulations pertaining to employee benefit plans.

The Plan Sponsor shall remain solely responsible for establishing and maintaining the Plan. These responsibilities include ensuring that the Plan Document and Summary Plan Description are prepared and distributed to Participants of the Plan; and any other requirements set forth in ERISA. BCBSNE does not assume any responsibility for any act or omission or breach of duty by THE GROUP.
The Plan Sponsor acknowledges that BCBSNE is not providing tax or legal advice and that the Plan Sponsor shall be solely responsible for determining the legal and tax status of the Plan. The Plan Sponsor is responsible for the Plan’s compliance with all applicable federal and state laws and regulations, including amending Plan documents as necessary to comply with applicable law changes. The Plan Sponsor recognizes the possible legal implications of federal and state laws and takes full responsibility for any non-compliance consequences that result from any request or decision made by THE GROUP. Plan Sponsor will indemnify and hold BCBSNE harmless against any and all loss, damage, expenses, and penalties imposed by law with respect to THE GROUP’s failure to provide coverage in compliance with all applicable federal and state laws that results from any request or decision made by THE GROUP.

The Plan Sponsor will indemnify and hold BCBSNE harmless against any and all loss, damage, expenses, and penalties imposed by law with respect to THE GROUP’s failure to provide coverage in compliance with all applicable federal and state laws that results from any request or decision made by THE GROUP.

Self-funded political subdivisions are subject to Neb. Rev. Stat. 13:1601 et seq., governing provisions of the Public Health Service Act, and as otherwise determined by the governmental group. Such plans are not subject to Title 1 of ERISA.

II. BCBSNE’S SERVICES

In carrying out the terms of this Agreement, BCBSNE agrees to:

A. Prepare the Benefit Plan Document for its approval by THE GROUP. BCBSNE will provide initial review of Summary Plan Descriptions prepared by THE GROUP for accuracy in accordance with the benefits and information outlined in the Client Profile as well as BCBSNE’s internal administrative process and procedures. However, BCBSNE does not assume any responsibility for any non-compliance consequences, act or omission, or breach of duty by THE GROUP with respect to the information contained therein.

B. Prepare enrollment forms, Identification Cards and Schedules of Benefits for distribution to Subscribers who are enrolled in this Plan.

C. Prepare the Summary of Benefit Coverage (SBC) documents once annually for those benefits BCBSNE administers. BCBSNE will prepare any applicable notice of modifications of the SBC which results from legal or regulatory changes or benefit changes initiated by BCBSNE. BCBSNE will not provide translation services for any Summary of Benefit Coverage documents. Distribution of the SBC documents to THE GROUP’s employees or dependents shall remain the responsibility of THE GROUP.

D. Make payments on behalf of THE GROUP for Covered Services provided to Covered Persons pursuant to the Benefit Plan Document.

All payments for Covered Services by in-network providers will be made directly to such providers. In all other cases, payments will be made, at BCBSNE’s option, to the Subscriber, to his or her estate, to the provider or as required under state or federal law, including qualified medical child support orders. No assignment, whether made before or after services are provided, of any amount payable according to this Agreement shall be recognized or accepted as binding upon BCBSNE or the Plan, unless otherwise required by state or federal law.

All benefit payments will be made as soon as possible after the claim has been filed. Payments made in error may be recovered as provided by law.

E. Follow BCBSNE’s regular claim processing procedures, including the determining of appropriate benefit amounts, with respect to the processing of claims pursuant to the Benefit Plan Document. This includes, but is not limited to, the determination of benefits pursuant to the Coordination of Benefits provisions stated in the Summary Plan Description and the determination of whether to pay or deny claims in the event that a Covered Person fails to return a Coordination of Benefits questionnaire. BCBSNE relies on documentation provided in the Client Profile in providing claims administrative services for THE GROUP.
F. BCBSNE shall use reasonable care and due diligence in the exercise of its powers and the performance of its duties under this Agreement, provided that a higher standard of care will be exercised where required by applicable law. With the full cooperation of THE GROUP, BCBSNE will make reasonable efforts under the circumstances, considering the chances of successful recovery and the costs thereof to recover payment made in excess of the amount provided for a Benefit under the Benefit Plan Document ("Overpayments"). THE GROUP assigns to BCBSNE the authority to pursue recovery of Overpayments and BCBSNE will pursue reasonable means of recovery of Overpayments under the circumstances but will not be obligated to commence litigation, unless otherwise specifically agreed to by the parties. BCBSNE will only pursue Overpayments for a period of twelve (12) months from the date of the event that necessitates the Overpayment is identified. BCBSNE will not pursue Overpayments beyond this twelve (12) month period for any events that resulted solely from the actions or direction of THE GROUP. BCBSNE may, at its sole option, choose not to pursue de minimus Overpayment amounts. BCBSNE will not seek refunds from providers that relate to a retroactive termination of memberships of Covered Persons and/or their dependents for claims paid more than 60 days prior to the date on which BCBSNE is made aware of the termination.

Duplicate or erroneous payment not recovered will be considered as benefits paid under the Agreement and will remain applied to any total benefits applicable to the Covered Person. BCBSNE will not be financially responsible for such erroneous payment, unless BCBSNE would otherwise be financially responsible under another provision of this Agreement. Payment for a specific service or an erroneous payment made under this Agreement shall not make BCBSNE or the Plan liable for further payment for the same condition. Under certain circumstances, if BCBSNE pays a provider amounts that are the responsibility of the Covered Person, BCBSNE may collect such amounts from the Covered Person.

G. Provide facilities, personnel, procedures, forms and instructions for the administration of claims under the Benefit Plan Document. The Benefit Plan Document may be modified by mutual agreement of THE GROUP and BCBSNE.

H. Accept full and exclusive discretion to determine for all parties all matters of fact or interpretation relating to any claim under the Benefit Plan Document, including interpretation of plan provisions to the extent that BCBSNE is a fiduciary for claims processing purposes. The decisions of BCBSNE regarding such claims shall be final and binding subject to appeal to BCBSNE under its review process. Benefits will be paid or denied consistent with the Benefit Plan Document based upon BCBSNE's determination. The claim appeal and review process is set forth in the Summary Plan Description. NO CLAIM EXCEPTIONS TO THE BENEFIT PLAN DOCUMENT WILL BE MADE BY BCBSNE.

I. Report to THE GROUP matters of general interest with respect to the Benefit Plan Document, including, but not limited to, problems of a recurring nature and suspected misuse of benefits.

J. Submit to THE GROUP, with each monthly billing, a monthly Claims Analysis Report which sets forth the applicable identification number, patient's name, relationship to Subscriber, age, admission or performance date, discharge date, dollar charge, type of coverage, any refunds or other adjustments, and Net Paid Claims. (See Net Paid Claims in Part VI., A.)

K. Maintain membership and claims records for a period of eight years. THE GROUP shall have access to such records during normal business hours for the purpose of determining compliance with this Agreement. Any audit initiated pursuant to this Part and authorized by THE GROUP shall be undertaken at THE GROUP's expense. THE GROUP specifically agrees to reimburse BCBSNE for any reasonable expense incurred by BCBSNE in accordance with such audit, including but not limited to reimbursement for BCBSNE personnel providing support to such audit in excess of a total of ten hours and any copying expenses.

THE GROUP also specifically agrees that BCBSNE has the authority to disapprove of the vendor providing such audit, which authority shall not be unreasonably exercised, and to refuse access to membership and claims records by such vendor. THE GROUP, recognizing that patient specific information is confidential, agrees that it will take reasonable steps to restrict access to this information
to those persons who need to know this information for determining compliance with this Agreement and for performing any necessary audit.

L. Provide the following services in the development and design of any amendment, revision or modification of the Plan: Underwriting and actuarial advice, cost estimates and projections, and proposed language changes, subject to Part III., E.

M. Use its discretion to seek recovery based on subrogation or other theories, from third parties (or their carriers) who have caused Injury or Illness to a Covered Person or damages to the Plan. BCBSNE may engage a contractor to perform specialized services for recovery of funds or discovery of overpayment or fraud. Such contractors may be reimbursed based on a percent of recovery or other reasonable basis, with the net amount to be returned to THE GROUP. BCBSNE may settle or release claim to such recoveries and use its discretion to determine amounts recovered, on behalf of THE GROUP. This includes participation in consolidated or class action lawsuits alleging such injuries. Any recovery from consolidated or class action suits will be apportioned among all insured and self-insured plans or pools. The proration may be based on number of covered persons, number of injured persons, claims volume, or any other basis determined by BCBSNE. Once BCBSNE has exhausted its subrogation recovery efforts, BCBSNE will not take any further action on the claim. THE GROUP will be solely responsible for the decision to pursue litigation and funding all litigation costs and expenses, including attorney’s fees.

Recoveries made in any plan year will be applied first to the appropriate Stop Loss Amount, from the applicable contract year, and subsequently, to THE GROUP’s claim liability. THE GROUP agrees to cooperate with all such recovery efforts. The Subrogation and Contractual Right to Reimbursement provisions applicable to the Plan are stated in the Summary Plan Description.

In the event of termination of this Agreement, in whole or in part, BCBSNE may continue to work, as outlined above, all third party liability cases within its possession as well as any additional cases identified by BCBSNE with dates of services incurred prior to the date of termination. The fees charged for the subrogation services will be at the rate listed above and on Attachment 1 at the time of termination for such subrogation services.

If THE GROUP elects to use an outside vendor to perform subrogation recovery services, BCBSNE may charge a reasonable fee for implementation and reporting services.

N. Provide its standard Case Management Programs and Utilization Management Program for Covered Services provided to Covered Persons and to perform Utilization Review in accordance with the Plan.

O. Indemnify THE GROUP and hold it harmless against any and all loss, damage, and expense with respect to the administration of the Plan resulting from, or arising out of, any act or omission which constitutes bad faith, fraudulent or criminal acts of employees of BCBSNE acting alone or in collusion with others.

P. BCBSNE does not underwrite or insure the liability of THE GROUP under this Agreement, except as specifically provided in any Stop Loss Contract between the parties. BCBSNE provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims except as set forth in this Agreement.

Q. Upon mutual agreement of BCBSNE and THE GROUP and/or Plan Sponsor, assist THE GROUP and/or Plan Sponsor with certain administrative tasks related to compliance obligations of THE GROUP and/or Plan Sponsor.

R. Provide claims reporting which provides the level of detail necessary for THE GROUP’s consultant to advise THE GROUP on benefit design and funding alternatives. Provided information will include, but not be limited to the following, net paid claims, enrollment data, and a high claims report which provides diagnosis and treatment detail. BCBSNE group reporting guideline / policies will apply.
S. If applicable, provide administration for the following state assessment mandates by agreeing to:

1. Comply with New York State Health Care Reform Act, if applicable. If THE GROUP elects, BCBSNE shall make a filing with the New York State Department of Health ("DOH") on behalf of THE GROUP to elect for the Plan to make direct payments to the DOH of the Plan's obligations under sections 2807-j and 2807-s of the New York Public Health Law. For each month in which the Plan's direct payment election is in effect with the DOH, BCBSNE shall notify THE GROUP of the amount of the required surcharge and covered lives assessment for such month and shall file appropriate reports with the DOH and make the required payments to the DOH in accordance with the procedure under this Agreement. For purposes of this Agreement, such surcharges and covered lives assessments shall be considered authorized expenses of the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for any surcharge or covered lives assessment payable by the Plan under section 2807-j or 2807-s of the New York Public Health Law and shall not be liable for any interest or penalties assessed against the Plan or THE GROUP as a result of late or insufficient payment of such surcharges and assessments, unless the interest or penalty is a result of BCBSNE's negligence or mistake. THE GROUP must notify BCBSNE in advance if they choose to pay the surcharge itself.

2. Submit payment to the Maine Vaccine Board in accordance with 22 MRSA Sec. 1066. Payment is required in relation to the number of Covered Life Months. The assessment rate is set in advance of the beginning of each calendar year. Payment is required by all insurers, which included third-party administrators. A Covered Life Month is any month in which health benefits are provided to a child under age 19 who resides in the State of Maine. Such payments shall be considered authorized expenses under the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for any interest charge for failing to make a savings offset payment in a timely manner, unless the interest payment is a result of BCBSNE’s negligence or mistake.

3. Submit payment to the Vermont Department of Taxes in accordance with Sec. 48. 32 V.S.A. Chapter 243. Payment is required in an amount equal to 0.999 of 1 percent of all health insurance claims paid by an insurer for Vermont residents in the previous fiscal year. The assessment applies to all health care and dental claims that are not financed through a federal program. The payment of such fee shall be considered authorized expenses under the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for failure to pay the fee, unless the failure to make payment is a result of BCBSNE’s negligence or mistake.

4. Submit payment to the Vermont Department of Health in accordance with 18 V.S.A. §1130(b)(1). Payment is required in relation to the number of Vermont covered lives. The payment of such fee shall be considered authorized expenses under the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for failure to pay the fee, unless the failure to make payment is a result of BCBSNE’s negligence or mistake.

5. Submit the required assessment to the Idaho Immunization Board in compliance with Idaho Code § 41-6005, if applicable. An assessment is required to be paid by all carriers for any child under the age of 19 residing in the State of Idaho. The payment of the assessment shall be considered authorized expenses under the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for failure to pay the fee, unless the failure to make payment is a result of BCBSNE’s negligence or mistake.

6. Submit payment to the Michigan State Department of Treasury in accordance with Act No. 142 of Public Act of 2011. Payment is required by all insurers and third party administrators paying health claims on residents of Michigan who received services at providers located in Michigan. The fee is equal to a percentage of Michigan paid health claims, medical services, case management, disease management, utilization review and general administrative expenses. The payment of such fee shall be considered authorized expenses under the Plan and shall be
billed to THE GROUP. BCBSNE shall not be liable for failure to pay the fee, unless the failure to make payment is a result of BCBSNE’s negligence or mistake.

7. Submit payment to the Massachusetts Health Safety Net Office in accordance with the Massachusetts Act Providing Access to Affordable Quality and Accountable Health Care Chapter 58 of the Acts of 2006. Payment is required by all purchasers of healthcare services who make payments to acute hospitals and to ambulatory surgical centers. The surcharge amount equals the product of the payments subjected to the surcharge and the applicable surcharge percentage. The payment of such fee shall be considered authorized expenses under the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for failure to pay the fee, unless the failure to make payment is a result of BCBSNE’s negligence or mistake.

8. Submit payment to the Massachusetts General Fund for the Pediatric Immunization Assessment in accordance with Massachusetts General Law Section 38 of Chapter 118G. Payment is required by all health care insurers that conduct business in Massachusetts to cover the costs of purchasing and distributing childhood vaccines. The surcharge amount equals a percentage of payments made to acute hospitals and ambulatory surgical centers. The payment of such fee shall be considered authorized expenses under the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for failure to pay the fee, unless the failure to make payment is a result of BCBSNE’s negligence or mistake.

9. Submit payment to the New Hampshire Vaccine Association in accordance with New Hampshire Revised Statutes Annotated (RSA) 126-Q. Payment is required by all insurers and third party administrators covering children residing in the New Hampshire. Payment is required in relation to the number of child covered lives. The monthly assessment rate is expected to be updated once each year. The payment of such fee shall be considered authorized expenses under the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for failure to pay the fee, unless the failure to make payment is a result of BCBSNE’s negligence or mistake.

10. Submit payment to the Alaska Vaccine Assessment Program (“AVAP”) in compliance with AS 18.09.200 et. seq. An assessment is required to be paid by all insurers, self-insured employers, and third party administrators who insure or administer or provide benefits to children or adults residing in the state of Alaska. The payment of the assessment shall be considered authorized expenses under the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for failure to pay the fee, unless the failure to make payment is a result of BCBSNE’s negligence or mistake.

11. Submit payment to the general treasurer of Rhode Island in compliance with R.I. Gen. Laws Section 42-7.4-11, Rhode Island’s Healthcare Services Funding Plan Act. An assessment is required to be paid by all insurers, self-insured employers, and third party administrators who insure or administer benefits to individuals residing in the state of Rhode Island. The payment of the assessment shall be considered authorized expenses under the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for failure to pay the fee, unless the failure to make payment is a result of BCBSNE’s negligence or mistake.

THE GROUP is responsible for any state assessment on GROUP claims regardless of whether the state assessment is included in this Section.
III.

THE GROUP's SERVICES

In carrying out the terms of this Agreement, THE GROUP agrees to:

A. Provide BCBSNE with the following:

1. Completed enrollment forms for each new Subscriber or online enrollment information, as applicable.
2. Completed enrollment forms or online notification for each Subscriber changing status of membership.
3. Completed timely notice of termination of eligibility for membership.

THE GROUP shall furnish data about eligibility of persons becoming covered and changes in or termination of eligibility as required for administration of the Plan. Information regarding eligibility and termination of eligibility of Employees, Subscribers and Covered Persons must be furnished within 60 days of the event. THE GROUP’s records relating to such coverage shall be open to BCBSNE for review at reasonable times. THE GROUP shall be responsible for ensuring the accuracy of its eligibility information. BCBSNE shall have no liability to THE GROUP or any Covered Person as a consequence of inaccurate eligibility information.

B. Follow eligibility and effective date of coverage guidelines, as stated herein and/or within the Summary Plan Description and/or Client Profile. Enrollment for coverage under the Plan is completed through THE GROUP, pursuant to its enrollment procedures. Rules regarding eligibility, Special Enrollment, Late Enrollment and changes in benefit elections are described in the Summary Plan Description.

The Employees eligible for coverage under the Plan, and specific requirements for eligibility, are determined by THE GROUP. Dependents of an eligible Employee may also be eligible for coverage under the Plan, if they meet the definition of Eligible Dependent, as defined in the Summary Plan Description.

The coverage of any Employee or Eligible Dependent may be canceled for fraud or intentional misrepresentation of a material fact, including misrepresentation about a claim or eligibility for coverage. When the fraud or misrepresentation occurs during enrollment and is discovered within two years of the enrollment, coverage will be rescinded back to the date of the initial enrollment, subject to BCBSNE’s provision of a 30-day advance notice of such rescission. Claims incurred after the retroactive date of termination shall not be further processed and/or paid under the Plan. Claims incurred after the retroactive date of termination that were paid under the Plan will be treated as erroneously paid claims under the Plan. Neither the acceptance of employee contributions nor the processing of claims will constitute a waiver of BCBSNE’s or the GROUP’s rights under this paragraph. Written notice will be sent by certified mail to the Employee or Eligible Dependent at his or her last-known address as shown by the membership records and shall be effective the date notice is mailed.

C. Cooperate with BCBSNE in an audit of Covered Persons, upon request, but not more frequently than annually. The cost of such audit shall be borne by BCBSNE and shall include, but not be limited to, reimbursing THE GROUP’s personnel providing support to such audit in excess of ten hours and copying expenses.
D. Notify BCBSNE immediately of any work-related accident suffered by a Covered Person for which recovery may be available under any Workers’ Compensation Law or similar law. THE GROUP agrees to forward a copy of the First Injury Report to BCBSNE as soon as possible. Work-related injuries or illnesses are not Covered Services, therefore provider discounts which are available to THE GROUP under the health coverage, are not available for these services. THE GROUP also agrees to advise BCBSNE of any potential subrogation rights or other contractual rights of recovery known to THE GROUP.

E. Review the Benefit Plan Document and any changes or modifications thereto, and notify BCBSNE of any necessary changes within 30 days of receipt. Any changes or modifications to the Benefit Plan Document must be approved by BCBSNE before it is effective. Such approval will not be unreasonably withheld.

Any changes or modifications to benefits which are made by THE GROUP must be approved by BCBSNE, and may be subject to an increased charge, and any additional administrative expense involved in its implementation. This charge will be determined by BCBSNE, and shall be effective as of the effective date of the modification. Benefits cannot be decreased retroactively at any time.

Special projects, services, or benefits, including any associated fees, may be described in this Agreement, an amendment to this Agreement, or in a separate agreement (e.g., a Non-Standard Benefit or Services Agreement).

F. Grant to BCBSNE discretionary authority to determine for all parties, all matters of fact or interpretation relating to any claim under the Benefit Plan, including interpretation of Plan provisions, to the extent that BCBSNE is a fiduciary for claims processing purposes. These decisions will be final and binding subject to appeal to BCBSNE under its review process.

G. Indemnify BCBSNE and hold it harmless against any and all claim loss, damage, and expense with respect to the administration of the Plan, except that resulting from, or arising out of, any act or omission which constitutes bad faith, negligence, fraudulent or criminal acts of employees of BCBSNE, acting alone or in collusion with others, or expenses incurred by BCBSNE in the regular administration of the Plan.

THE GROUP agrees that should it fail to make payment due to insolvency or for any other reason, the provider shall have authority to collect directly for Covered Services from its Covered Persons.

H. Indemnify BCBSNE and hold it harmless, as set forth herein, for any claim, loss, damage and expense arising from the release of claims specific information to THE GROUP.

I. THE GROUP on behalf of itself and its participants, hereby expressly acknowledges its understanding that this Agreement constitutes a contract solely between THE GROUP and BCBSNE, that BCBSNE is an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting BCBSNE to use the BCBS Service Marks in Nebraska, and that BCBSNE is not contracting as the agent of the Association. THE GROUP further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than BCBSNE, and that no person, entity or organization other than BCBSNE shall be held accountable or liable to THE GROUP for any of BCBSNE’s obligations to THE GROUP created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of BCBSNE other than those obligations created under other provisions of this Agreement.

J. Execute and be responsible for all HIPAA related compliance, including but not limited to executing any necessary agreements or notifications.

K. Keep all information received from BCBSNE confidential. THE GROUP will not use or disclose such information except as necessary for administration of claims pursuant to the Benefit Plan Document. In the event THE GROUP discloses any such information to a contractor assisting in the administration of
the Benefit Plan Document, it shall first obtain written agreement from the contractor restricting further
disclosure or use for any purpose other than providing such assistance. THE GROUP will ensure that,
if necessary, a Business Associate Contract is in place with respect to applicable services provided by
a subcontractor.

In consideration for the benefits available under the Plan, all Covered Persons agree that he or she
consents to the release of his or her medical and other personal information to BCBSNE and to THE
GROUP as necessary for the purpose of determining eligibility and/or administering claims.

IV.
CONTINUATION OF COVERAGE

A. THE GROUP is responsible to provide all notices required by COBRA and Department of Labor
   Regulations, including but not limited to:

1. An initial COBRA Notice to Employees and their spouses upon the date THE GROUP first
   becomes subject to COBRA.

2. An initial COBRA notice to new Employees and their spouses within 90 days after coverage
   commences (or earlier, if a Qualifying Event occurs within the first 90 days of coverage).

3. A notice to the Plan Administrator when a Qualifying event occurs due to an Employee’s
   termination or reduction in hours of employment, death or entitlement to Medicare, or due to THE
   GROUP filing bankruptcy, within 30 days of the Qualifying Event. THE GROUP shall also notify
   the Plan Administrator within 30 days of receiving notice of a Covered Person’s Qualifying Event
   due to divorce, legal separation, or cessation of dependent status.

4. A notice of unavailability of COBRA in the event an Employee or dependent requests COBRA
   coverage and is determined to be ineligible.

5. A notice of early termination of COBRA coverage in the event a Qualified Beneficiary’s coverage is
   terminated prior to the end of the maximum COBRA coverage period.

THE GROUP agrees to establish reasonable COBRA notice procedures, in accordance with federal
regulations. THE GROUP agrees to indemnify BCBSNE for any losses directly related to THE GROUP’s
failure to establish or follow reasonable COBRA notice procedures. The experience from the continuation
coverage shall be charged to THE GROUP’s Plan.

The applicable Continuation of Coverage provisions are stated in the Summary Plan Description.

B. The amount of recommended monthly charges to be collected and retained by THE GROUP
   shall not be less than the amounts indicated on Attachment 3.

V.
FINANCING ARRANGEMENTS

The financing arrangements applicable under this Agreement are those set forth on Attachment 2.

VI.
COMPENSATION

A. Commencing with the effective date of this Agreement, and in consideration of the services
   and obligations herein required of BCBSNE, THE GROUP shall pay BCBSNE, monthly, the
   following amounts. If the number of Covered Persons increases or decreases by 10% or
more, or the terms of this Agreement are changed by THE GROUP during the Term, BCBSNE reserves the right to revise the rates contained in this Section or applicable Attachment.

1. **Administrative Service Fees:** The fees for BCBSNE's services, including certain optional services, as stated in this Agreement which includes fees for all persons who have elected to continue membership in THE GROUP pursuant to COBRA continuation coverage.

   The Administrative Service Fees are indicated on Attachment 1, Section A.

2. Reimbursement for the total "Net Paid Claims" for the preceding month, unless reimbursement is otherwise provided in Part V., above. Claims data which is, for any reason, omitted from a particular month's billing, shall be added to the billing for a subsequent month, and the Administrative Service Fee for the subsequent month shall reflect any appropriate adjustment.

   **Net Paid Claims:** This is the amount determined after subtraction of any discount and other adjustments made to the Allowable Charge for Covered Services, pursuant to the contractual provisions between BCBSNE and the Contracting Providers, or in accordance with other Contract provisions. These payments are made by BCBSNE or a Blue Cross and/or a Blue Shield plan in another state, referred to as a “Host Blue.” THE GROUP's payment is made on a Net Paid Claims basis.

   Payment for Covered Services by a Contracting facility inside BCBSNE's service area is based on the Contracted Amount less the Covered Person's Deductible, Coinsurance and Copayment. Payment for Covered Services received from a Contracting facility outside of BCBSNE's service area is based on the lesser of the Contracted Amount or the billed charge less the Covered Person's Deductible, Coinsurance and Copayment. Payment for Covered Services received from a Contracting professional or noninstitutional provider is based on the lesser of the Contracted Amount or the billed charge less the Covered Person's Deductible, Coinsurance and Copayment, regardless of location. The Coinsurance is based on the lesser of the Allowable Charge or the billed charge for Covered Services.

3. **Value Based Arrangements with Contracting Providers.** BCBSNE has contracts with certain health care providers that vary from traditional fee for service arrangements. These arrangements may include payments to accountable care organizations (“ACOs”) and patient-centered medical homes (“PCMHs”) in the form of care coordination and care management payments, quality bonuses and shared savings payments (“value based care payments” or “VBC Payments”). The VBC Payments to each ACO or PCMH will differ based on the specific contract in place with BCBSNE.

   The VBC Payment amount is based upon an assessment of THE GROUP’s members who are attributed to an ACO or PCMH and is billed to THE GROUP in the same manner as claims for payment by THE GROUP. VBC Payments may be billed to THE GROUP retrospectively on a quarterly basis (care coordination payments), after the completion of the program year (shared savings or quality bonus), or through the claims system in the same manner as other fee for service claims (care management).

   The VBC Payments support practices in making fundamental changes to their care delivery. These changes are needed to provide high quality, patient-focused, whole-person care, which will result in lower total cost of care. The goal of the ACO and PCMH programs is the Triple Aim, an approach for optimizing health care delivery through the following: (a) improving the patient experience of care (including quality and satisfaction); (b) improving the health of populations; and (c) reducing the per capita cost of health care.

   In addition, Host Blue Plans may have contracts with certain health care providers that vary from traditional fee for service arrangements. Pursuant to these arrangements, Host Blues may pay providers for reaching agreed upon cost/quality goals. The Host Blue may pass these provider payments to BCBSNE, which BCBSNE will pass directly on to THE GROUP. These arrangements and payments are described in more detail in Section VI.B.3.
4. **Financial Settlements with Contracting Providers.** THE GROUP acknowledges and agrees that BCBSNE may, from time to time, enter into financial settlements with Contracting Providers of BCBSNE for, among other reasons, routine claims adjustments, delayed rate adjustments, cost rate adjustments, non-claim specific compensation adjustments (such as incentive or bonus program adjustments). As such, the outcome of these settlements could result in an additional charge or credit being issued to THE GROUP during or after the applicable contract year. The parties understand and agree that any such charge or credit may not result in a corresponding adjustment to amounts paid or not paid to Covered Persons or their cost share in connection with claims relating to the settlement.

5. **The following fees are related to the BlueCard Program.** Additional information about the BlueCard Program is found in Paragraph B of this Part.

   a. **Access Fee:** If Contracted Provider savings are available from a Host Blue, BCBSNE may be charged a fee for Covered Persons to access the Host Blue's Contracting Provider network. This Access Fee for services incurred by a Covered Person will be passed along to THE GROUP as a claims expense under Net Paid Claims, unless otherwise indicated in Attachment 1 and Section VI.A.1. The Access Fee is a percentage of the discount the Host Blue has made available to BCBSNE, but not to exceed $2,000 for any claim. If an Access Fee credit is received, this amount will be credited to THE GROUP. The provider has agreed not to bill Covered Persons for amounts in excess of the Contracted Amount, but may bill them for Deductibles, Coinsurance and amounts for Noncovered Services.

      The amount of this fee or any credits will be used in the computation of "Net Paid Claims" charged to THE GROUP. Instances may occur when none of a claim or only a small amount of the claim is paid due to the application of the Covered Person's Deductible, Coinsurance or Copayment. If the Host Blue's arrangement with the provider allows the Contracted Amount to apply when the amount is fully or mostly a Covered Person's obligation, the Access Fee will be paid and passed to THE GROUP as a claims expense under Net Paid Claims even though THE GROUP paid little or none of the claim. This process allows the benefit of the discounted amount to be passed through to the Covered Person.

      The Access Fee is indicated on Attachment 1, Section B. 1. a.

   b. **Administrative Expense Allowance (AEA):** The AEA Fee is a fixed per-claim dollar amount charged by the Host Blue to BCBSNE for administrative services the Host Blue provides in processing claims for THE GROUP's Covered Persons. The dollar amount is normally based on the type of claim (e.g. institutional, professional, international, etc.) and can also be based on the size of THE GROUP's enrollment. An Administrative Expense Allowance (AEA) for each original claim processed through the BlueCard Program by the Host Blue, will be charged back to THE GROUP as an administrative expense, unless otherwise indicated in Attachment 1 and Section VI.A.1.

      An AEA Fee Report will be provided monthly with the Claims Analysis Report.

      The AEA Fees are indicated on Attachment 1, Section B. 1.b.

6. **Non-Contracted Providers**

   For both physician/professional and institutional claims incurred in other plan service areas with non-contracted providers, no Access Fee applies. The AEA fee for non-contracted provider claims will be $3.00 per claim.

7. **Premium for an Individual Stop Loss.**
Premium for an Aggregate Stop Loss.

The Stop Loss premium, however stated, includes fees for all persons who have elected to continue memberships in THE GROUP pursuant to COBRA.

If applicable, the Stop Loss premiums are addressed in the Stop Loss Contract.

8. **Commissions:** If a commission to an agent of record specified by THE GROUP is payable by BCBSNE, the actual amount paid will be charged to THE GROUP each month during the Term of this Agreement.

   The monthly commission is indicated on Attachment 1, Section C.

B. **The following language is mandated by the Blue Cross and Blue Shield Association in order to explain the methods that are used to calculate claim liability in the various independent Blue Cross and Blue Shield Plans. The Out-of-Area Services fees and compensation costs are outlined on Attachment 1, Section B.**

**Out-of-Area Services:** BCBSNE has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as “Inter-Plan Arrangements.” These Inter-Plan Arrangements operate under rules and procedures issued by the Blue Cross Blue Shield Association (“Association”). Whenever Covered Persons access healthcare services outside the geographic area BCBSNE serves, the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the geographic area BCBSNE serves, Covered Persons obtain care from healthcare providers that have a contractual agreement (“participating providers”) with the local Blue Cross and/or Blue Shield Licensee in that other geographic area (“Host Blue”). In some instances, Covered Person obtain care from healthcare providers in the Host Blue geographic area that do not have a contractual agreement (“nonparticipating providers”) with the Host Blue. BCBSNE remains responsible for fulfilling its contractual obligations to you. BCBSNE payment practices in both instances are described below.

This disclosure describes how claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements. Dental Care Benefits (except when paid as medical claims/benefits) and those Prescription Drug Benefits or Vision Care Benefits that may be administered by a third party contracted by BCBSNE to provide the specific service or services are not processed through the Inter-Plan Arrangements.

1. **BlueCard® Program**

   The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Covered Persons access Covered Services within the geographic area served by a Host Blue (outside the geographic area BCBSNE serves), the Host Blue will be responsible for contracting and handling all interactions with its participating healthcare providers. The financial terms of the BlueCard Program are described generally below.

   a. **Liability Calculation Method Per Claim – In General**

   i. **Covered Person Liability Calculation**

      Unless subject to a fixed dollar copayment, the calculation of the Covered Person’s liability on claims for Covered Services will be based on the lower of the participating provider’s billed charges for...
Covered Services or the negotiated price made available to BCBSNE by the Host Blue.

ii. THE GROUP’s Liability Calculation

The calculation of THE GROUP’S liability on claims for Covered Services processed through the BlueCard Program will be based on the negotiated price made available to BCBSNE by the Host Blue under the contract between the Host Blue and the provider. Sometimes, this negotiated price may be greater for a given service or services than the billed charge in accordance with how the Host Blue has negotiated with its participating healthcare provider(s) for specific healthcare services. In cases where the negotiated price exceeds the billed charge, THE GROUP may be liable for the excess amount even when the Covered Person’s deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the provider’s participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the provider, even when the contracted price is greater than the billed charge.

b. Claims Pricing

Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue’s provider contracts. The negotiated price made available to BCBSNE by the Host Blue may be represented by one of the following:

i. An actual price. An actual price is a negotiated rate of payment in effect at the time a claim is processed without any other increases or decreases; or

ii. An estimated price. An estimated price is a negotiated rate of payment in effect at the time a claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements and performance-related bonuses or incentives; or

iii. An average price. An average price is a percentage of billed charges for Covered Services in effect at the time a claim is processed representing the aggregate payments negotiated by the Host Blue with all of its healthcare providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated or average price. The use of estimated or average pricing may result in a difference (positive or negative) between the price THE GROUP pays on a specific claim and the actual amount the Host Blue pays to the provider. However, the BlueCard Program requires that the amount paid by the Covered Person and THE GROUP is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and are incorporated into future claim prices. As a result, the amounts charged to THE GROUP will be
adjusted in a following year, as necessary, to account for over- or underestimation of the past years’ prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from THE GROUP. If THE GROUP terminates, THE GROUP will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume (number of claims processed) and variance account balance. Variance account balances may earn interest at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

c. BlueCard Program Fees and Compensation

THE GROUP understands and agrees to reimburse BCBSNE for certain fees and compensation which BCBSNE is obligated under the BlueCard Program to pay to the Host Blues, to the Association and/or to vendors of BlueCard Program-related services. The specific BlueCard Program fees and compensation that are charged to THE GROUP are set forth in Attachment 1. BlueCard Program Fees and compensation may be revised from time to time as described in the “Modifications or Changes to Inter-Plan Arrangement Fees or Compensation” Section below.

2. Special Cases: Value-Based Programs

Value-Based Programs Overview

THE GROUP’s Covered Persons may access Covered Services from providers that participate in a Host Blue’s Value-Based Program. Value-Based Programs may be delivered either through the BlueCard Program or a Negotiated Arrangement. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes and Shared Savings arrangements.

a. Value-Based Programs under the BlueCard Program

Value-Based Programs Administration

Under Value-Based Programs, a Host Blue may pay providers for reaching agreed-upon cost/quality goals in the following ways: retrospective settlements, Provider Incentives, a share of target savings, Care Coordinator Fees and/or other allowed amounts.

The Host Blue may pass these provider payments to BCBSNE which BCBSNE will pass directly on to THE GROUP as either an amount included in the price of the claim or an amount charged separately in addition to the claim.

When such amounts are included in the price of the claim, the claim may be billed using one of the following pricing methods, as determined by the Host Blue:

(i) Actual Pricing: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the claim. These charges are passed to THE GROUP via an enhanced provider fee schedule.
(ii) Supplemental Factor: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the claim amount). The supplemental factor may be adjusted from time to time.

When such amounts are billed separately from the price of the claim, they may be billed as follows:

- Per Attributed Member Per Month (PMPM) Billings: Per Attributed Member Per Month billings for Value-Based Programs incentives/Shared Savings settlements to accounts outside of the claim system. BCBSNE will pass these Host Blue charges directly through to THE GROUP as a separately identified amount on the group billings.

The amounts used to calculate either the supplemental factors for estimated pricing or PMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience, and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the program or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Host Blues will take one of the following actions:

- Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.

- Address any deficit in funds in the variance account through an adjustment to the PMPM billing amount or the reconciliation billing amount for the next measurement period.

The Host Blue will not receive compensation resulting from how estimated, average or PMPM price methods, described above, are calculated. If THE GROUP terminates, you will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of this Agreement.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest, and interest is earned at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

Note: Covered Persons will not bear any portion of the cost of Value-Based Programs except when a Host Blue uses either average pricing or actual pricing to pay providers under Value-Based Programs.

b. Care Coordinator Fees
Host Blues may also bill BCBSNE for Care Coordinator Fees for provider services which we will pass on to THE GROUP as follows:

1. PMPM billings; or

2. Individual claim billings through applicable care coordination codes from the most current editions of either Current Procedural Terminology (CPT) published by the American Medical Association (AMA) or Healthcare Common Procedure Coding System (HCPCS) published by the U.S. Centers for Medicare and Medicaid Services (CMS).

As part of this Agreement, BCBSNE and THE GROUP will not impose Covered Person cost sharing for Care Coordinator Fees.

c. Value-Based Programs under Negotiated Arrangements

If BCBSNE has entered into a Negotiated Arrangement/Negotiated National Account Arrangement with a Host Blue to provide Value-Based Programs to THE GROUP’s Covered Persons, BCBSNE will follow the same procedures for Value-Based Programs administration and Care Coordination Fees as noted in the BlueCard Program section.

As part of this Agreement, BCBSNE and THE GROUP may agree to waive Covered Person cost sharing for care coordinator fees.

3. Return of Overpayments

Recoveries of overpayments/from a Host Blue or its participating and nonparticipating providers can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, audits (e.g., healthcare provider and hospital bill audits), credit balance audits, utilization review refunds and unsolicited refunds. Recoveries will be applied so that corrections will be made, in general, on either a claim-by-claim or prospective basis. If recovery amounts are passed on a claim-by-claim basis from a Host Blue to BCBSNE they will be credited to THE GROUP’s account. In some cases, the Host Blue will engage a third party to assist in identification or collection of overpayments. The fees of such a third party may be charged to THE GROUP as a percentage of the recovery.

Unless otherwise agreed to by the Host Blue, for retroactive cancellations of membership, BCBSNE will request the Host Blue to provide full refunds from participating healthcare providers for a period of only one year after the date of the Inter-Plan financial settlement process for the original claim. For Care Coordinator Fees associated with Value-Based Programs, BCBSNE will request such refunds for a period of only up to ninety (90) days from the termination notice transaction on the payment innovations delivery platform. In some cases, recovery of claim payments associated with a retroactive cancellation may not be possible if, as an example, the recovery (a) conflicts with the Host Blue’s state law or healthcare provider contracts, (b) would result from Shared Savings and/or Provider Incentive arrangements or (c) would jeopardize the Host Blue’s relationship with its participating healthcare providers, notwithstanding to the contrary any other provision of this Agreement.

4. Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees

In some instances federal or state laws or regulations may impose a surcharge, tax or other fee that applies to self-funded accounts. If applicable, BCBSNE will disclose any such surcharge, tax or other fee to THE GROUP, which will be THE GROUP’s liability.

5. Non-Participating Healthcare Providers Outside BCBSNE’s Service Area
a. **Covered Person Liability Calculation**

   i. **In General**

   When Covered Services are provided outside of BCBSNE service area by nonparticipating providers, the amount a Covered Person pays for such services will be based on either the Host Blue’s nonparticipating healthcare provider local payment or the pricing arrangements required by applicable state law. In these situations, the Covered Person may be responsible for the difference between the amount that the nonparticipating provider bills and the payment BCBSNE will make for the Covered Services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.

   ii. **Exceptions**

   In some exception cases, at THE GROUP’s direction BCBSNE may pay claims from nonparticipating healthcare providers outside of BCBSNE’s service area based on the provider’s billed charge. This may occur in situations where a Covered Person did not have reasonable access to a participating provider, as determined by BCBSNE in BCBSNE’s sole and absolute discretion or by applicable law. In other exception cases, at THE GROUP’s direction BCBSNE may pay such claims based on the payment BCBSNE would make if BCBSNE were paying a nonparticipating provider inside of BCBSNE service area, as described elsewhere in this Agreement. This may occur where the Host Blue’s corresponding payment would be more than BCBSNE in-service area nonparticipating provider payment. BCBSNE may choose to negotiate a payment with such a provider on an exception basis.

   Unless otherwise stated, in any of these exception situations, the Covered Person may be responsible for the difference between the amount that the nonparticipating healthcare provider bills and the payment BCBSNE will make for the covered services as set forth in this paragraph.

b. **Fees and Compensation**

   THE GROUP understands and agrees to reimburse BCBSNE for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to THE GROUP are set forth in Attachment 1. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in the “Modifications or Changes to Inter-Plan Arrangement Fees or Compensation” Section below.

6. **Blue Cross Blue Shield Global Core Program**

   a. **General Information**

   If Covered Persons are outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands (hereinafter: “BlueCard service area”), they may be able to take advantage of the Blue Cross Blue Shield Global Core when accessing Covered Services. Blue Cross Blue Shield Global Core is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although Blue Cross Blue Shield Global Core assists Covered Persons with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when Covered Persons receive care from providers outside the BlueCard service area, the Covered Persons will typically have to pay the providers and submit the claims themselves to obtain reimbursement for these services.
• Inpatient Services

In most cases, if Covered Persons contact the service center for assistance, hospitals will not require Covered Persons to pay for covered inpatient services, except for their cost-share amounts/deductibles, coinsurance, etc. In such cases, the hospital will submit Covered Person claims to the service center to initiate claims processing. However, if the Covered Person paid in full at the time of service, the Covered Person must submit a claim to obtain reimbursement for Covered Services. Covered Persons must contact BCBSNE to obtain precertification for non-emergency inpatient services.

• Outpatient Services

Physicians, urgent care centers and other outpatient providers located outside the BlueCard service area will typically require Covered Persons to pay in full at the time of service. Covered Persons must submit a claim to obtain reimbursement for Covered Services.

• Submitting a Blue Cross Blue Shield Global Core Claim

When Covered Persons pay for Covered Services outside the BlueCard service area, they must submit a claim to obtain reimbursement. For institutional and professional claims, Covered Persons should complete a Blue Cross Blue Shield Global Core claim form and send the claim form with the provider’s itemized bill to the service center address on the form to initiate claims processing. The claim form is available from BCBSNE, the service center, or online at www.bcbsglobalcore.com. If Covered Persons need assistance with their claim submissions, they should call the service center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week.

b. Blue Cross Blue Shield Global Core Program Program-Related Fees

THE GROUP understands and agrees to reimburse BCBSNE for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to THE GROUP under Blue Cross Blue Shield Global Core are set forth in Attachment 1. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in the “Modifications or Changes to Inter-Plan Arrangement Fees or Compensation” Section below.

7. Modifications or Changes to Inter-Plan Arrangement Fees or Compensation

Modifications or changes to Inter-Plan Arrangement fees (Access and AEA) are generally made effective Jan. 1 of the calendar year, but they may occur at any time during the year. In the case of any such modifications or changes, BCBSNE shall provide THE GROUP with at least thirty (30) days’ advance written notice of any modification or change to such Inter-Plan Arrangement fees or compensation describing the change and the effective date thereof and THE GROUP’s right to terminate this Agreement without penalty by giving written notice of termination before the effective date of the change. If THE GROUP fails to respond to the notice and does not terminate this Agreement during the notice period, THE GROUP will be deemed to have approved the proposed changes, and BCBSNE will then allow such modifications to become part of this Agreement.

C. Rx Nebraska Program Fees: Prime Therapeutics, LLC, (Prime) is the Pharmacy Benefit Manager which processes pharmacy claims for the Rx Nebraska Program. For pharmacy claims, BCBSNE utilizes Prime to provide network access to network participants and to provide mail service. The Rx Nebraska Program terms and fees are described in Attachment 5.
THE GROUP’s Net Paid Claims will not be reduced by the amount of THE GROUP’s Rx rebates (regardless of whether or not THE GROUP has retained the Rx rebates) for purposes of calculating whether THE GROUP has exceeded its Aggregate Stop Loss Amount.

D. BCBSNE shall provide THE GROUP with a monthly billing reflecting the amount due BCBSNE from THE GROUP, less any credits. This billing will be provided on or before the 10th day of the following month and shall be payable within 15 days of its mailing by BCBSNE.

Interest will be charged for Net Paid Claims, Administrative Service fees, Stop Loss charges and amounts previously unreimbursed by THE GROUP, which are received more than 15 calendar days after the date notification is mailed.

Interest will be based on a rate of 12% per annum for the actual number of days which have elapsed beyond the 15-day grace period. The interest charge will be added to the next subsequent billing for claims reimbursement and will not be included in the Aggregate Stop Loss Limit. Interest charges will also be applicable on any past due interest charge.

E. In connection with the administration of this Agreement, if at any time BCBSNE shall be or become subject to the imposition of, or any increase in, a premium tax or other tax whatsoever, the amount of compensation shall be increased by a like amount. (The present premium taxes on the Stop Loss premiums are included in the costs shown above, if applicable.) Assessments by a state arising from the operation of the Plan, including but not limited to a surcharge on claims and/or an assessment on residents of that state, shall be considered a tax for purpose of this paragraph.

If a change in a law or regulation occurs during the term of this Agreement which results in additional administrative costs such increases in cost will be communicated to and incurred by THE GROUP.

F. BCBSNE may employ the services of an outside company to seek recovery of credit balances from providers and facilities. The outside company may: a) retain a percentage of the monies recovered as compensation for its services. The remaining balance will be refunded to THE GROUP; or b) charge BCBSNE a fee as compensation for its services. In that instance, the Claims Analysis Report will reflect the full amount of the recovery as a credit. Any fee associated with the collection of these recoveries will be reflected as a charge on the summary invoice provided to THE GROUP.

G. This Agreement is effective only as to expenses incurred after the effective date of this Agreement, and prior to its termination, subject to Part IX.

VII. LITIGATION

Should suit be filed against BCBSNE or THE GROUP, or both, for damages or equitable relief, arising out of a determination of benefits, the parties agree to cooperate fully and assist one another in the defense of such claims. Should BCBSNE be named as a defendant in such a suit, BCBSNE shall maintain primary control of such litigation, including the selection of counsel; however, notice will be provided to THE GROUP. Reimbursement will be made to BCBSNE by THE GROUP for the amount of any benefits determined to be payable pursuant to the Benefit Plan Document, by way of settlement or award pursuant to judgment, and THE GROUP shall be responsible for the fees of any separate counsel retained to represent its interests independently. If Plaintiff’s attorney fees or taxable court costs are a part of the settlement or award, the parties agree they will split such fees and costs evenly.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska (without regard to any conflict of laws provisions) to the extent such law shall not have been preempted by
ERISA or other applicable federal law. The venue for any actions shall be a court with appropriate jurisdiction in Douglas County, Nebraska.

VIII.

TERM

This Agreement shall become effective on the date indicated herein (the “Effective Date”) and shall remain in effect for a period of one year commencing on the Effective Date. It may be extended by written consent of both parties, with such modifications as shall be agreed to by the parties.

This Agreement may be non-renewed, discontinued, or terminated immediately upon written notice by BCBSNE to THE GROUP, if:

1. THE GROUP fails to meet its financial obligations;
2. there is no longer any Subscriber who lives, resides or works in a Service Area where BCBSNE is licensed;
3. THE GROUP has performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact in connection with the coverage, or with respect to coverage of individual insureds, or their representatives; or
4. the headquarters of the Employer are no longer located in the State of Nebraska.

This Agreement may be terminated by either party, without cause, but any such termination shall only be effective commencing with the first day of the month at least 60 days following written notice to the other party. BCBSNE will not notify individuals in THE GROUP of THE GROUP's termination, nor will any conversion coverage be provided to such individuals. Termination shall not affect any claim for Covered Services provided before the effective date of termination.

IX.

PROCESSING OF CLAIMS IN THE EVENT OF TERMINATION

In the event of termination of this Agreement, liability for unreported and pending claims as of the date of termination rests with THE GROUP. The following administrative alternatives are available and the selected option is indicated in Attachment 1, section D:

A. THE GROUP will arrange with another claims administrator for processing, handling and payment of such claims as are incurred during the Term of this Agreement, but not submitted for payment until after the termination date. BCBSNE will have no responsibility for such claims except to notify the Covered Person/Provider of the termination date. Covered Person/Provider must resubmit the claims to either the new claims administrator or THE GROUP, as instructed by THE GROUP.

or

B. THE GROUP will arrange with BCBSNE for payment of such claims. Unless the parties agree otherwise, BCBSNE will continue to process claims for services provided during the Term of this Agreement for a period of 15 months after termination of this Agreement. The advance deposit will be returned as set forth on Attachment 2, Section A., 2.
THE GROUP agrees to compensate BCBSNE as provided herein. BCBSNE will send a monthly invoice reporting the amount of claims reimbursement and Administrative Expense for Net Paid Claims during the preceding month. The Administrative Expense applicable to the processing of such claims shall be determined by BCBSNE after notification of termination is received. BCBSNE will have no financial risk or obligation for claims incurred after the current or prior Terms of the Agreement, i.e., there is no limit to the extent of THE GROUP’s liability under this paragraph B. as benefits paid pursuant to this Part IX. shall not apply to any Stop Loss coverage. BCBSNE may request THE GROUP to provide a letter of credit guaranteeing payment up to an amount determined by BCBSNE to be the estimated liability for these payments.

The alternative selected is indicated on Attachment 1, D.

The Reserve for Unreported and Pending Claims at the end of the Term of this Agreement is indicated on Attachment 4.

X.

DATA

Data contained in membership files submitted to BCBSNE by THE GROUP are the property of THE GROUP. Once files which are submitted to BCBSNE are entered into BCBSNE proprietary systems, the data produced, extracted or reported from the BCBSNE systems is the property of BCBSNE (“BCBSNE Proprietary Data”). Any requests for disclosures to third parties or uses of BCBSNE Proprietary Data by THE GROUP shall require mutual consent of the parties hereto.

XI.

NONASSIGNMENT

BCBSNE may not assign its rights or obligations under this Agreement without the written consent of THE GROUP, provided, however, that any reinsurance obtained by BCBSNE shall not constitute an assignment hereunder.

XII.

STOP LOSS PROVISION

If Stop Loss coverage is selected, the applicable Stop Loss contract will be delivered as a separate document.
XIII.

MODIFICATION

This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent may change this Agreement in any way. No change in this Agreement shall be valid until approved in writing by an officer of each of the parties. Any such change, however, shall be effective at the time, and with respect to the eligible Employees, therein provided.

XIV.

GENERAL PROVISIONS

A. If any term of this Agreement is declared invalid by a court, the same will not affect the validity of any other provision, provided that the basic purposes of this Agreement are achieved through the remaining valid provisions. The headings of sections and subsections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

B. Failure by THE GROUP or BCBSNE to insist upon strict performance of any provision of this Agreement will not modify such provision, render it unenforceable, or waive any subsequent breach. No waiver or modification of any of the terms or provisions of this Agreement shall be valid unless in each instance the waiver or modification is accomplished pursuant to the amendment provisions of Section XIII.

C. This Agreement (including Attachments) is the full Agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and representations between the parties, other than the separate applicable Business Associate Contract and, if applicable, the separate Stop Loss Contract. This Agreement shall be construed, enforced, and governed by the laws of the State of Nebraska.

D. Notwithstanding any provision contained herein to the contrary, THE GROUP shall have sixty (60) days from the earlier of the date of THE GROUP’s receipt of this Agreement or the date of THE GROUP’s consultant’s receipt of this Agreement, to review, and accept or reject, the terms of this Agreement. In the event that THE GROUP does not execute this Agreement within sixty (60) days of receipt, THE GROUP agrees that the continuation of administration payments, including administrative service fees, will be considered as acceptance of the terms of this Agreement, as determined by BCBSNE.

E. THE GROUP must provide BCBSNE with all information which BCBSNE may reasonably request with regard to any matters pertaining to the Plan, including, but not limited to, information necessary to comply with state or federal laws or regulations. BCBSNE has the right to request information at any time. THE GROUP agrees to indemnify and hold BCBSNE harmless against any and all loss, damage, expenses, and penalties imposed by law with respect to THE GROUP’s failure to provide BCBSNE with requested information, THE GROUP’s failure to provide accurate information, and/or THE GROUP’S failure to reasonably cooperate with BCBSNE as may be required with regard to any matters pertaining to this Agreement, including compliance with state or federal laws and regulations.

F. THE GROUP agrees that BCBSNE, along with its affiliates and/or vendors, may call or text any phone numbers THE GROUP or its Covered Persons give to BCBSNE, including a wireless number, using an automatic telephone dialing system and/or a prerecorded message. Without limit, these calls may pertain to plan administration, treatment options, other health-related benefits and services, enrollment, payment, or billing.
G. BCBSNE does not engage in the practice of medicine and all Contracting Providers provide Covered Services under the terms of the Plan as independent practitioners of the healing arts. Such providers are not employees or agents of BCBSNE or the On-site plan, and BCBSNE will not be liable for any act, error or neglect of any Hospital, Physician or other provider or their agent, employee, successor or assignee.

H. BCBSNE’s entire liability shall not exceed the amount of benefits provided under the Plan, regardless of the form of the action. In no event shall BCBSNE be liable for consequential, incidental, special or indirect damages regardless of whether it has been advised of the possibility of such damages.

I. All statements, in the absence of fraud, made by THE GROUP or the Covered Person will be deemed representations and not warranties. No such statements will void coverage or reduce the Plan benefits unless contained in the attached Summary Plan Description, the Client Profile, or the Subscriber’s enrollment information. Neither acceptance of premium nor payment of Claims will constitute a waiver of available defenses.

J. The rights and obligations of the parties as set forth in this Agreement shall survive the termination of this Agreement to the extent necessary to effectuate the intent of the parties as expressed herein. This section shall not obligate BCBSNE to pay any claims (regardless of the dates incurred), or perform claims administrative functions, after the termination of this Agreement, for any reason whatsoever, unless otherwise agreed upon by the parties.

K. Notice shall be mailed to the following addresses:

   Attn: General Counsel
   BCBSNE
   P.O. Box 3248
   Omaha, Nebraska, 68180-0001.

   The Subscriber’s address is the most recent address appearing on BCBSNE records.

   THE GROUP’s address is shown on the Summary Plan Description and the Client Profile.

City of Fremont
(PLAN SPONSOR / THE GROUP)

By
Signature
Title
Address
City State Zip Code

BLUE CROSS AND BLUE SHIELD OF NEBRASKA (BCBSNE)

By
Signature
Title

Mailing Address: P.O. Box 3248
Omaha, NE 68180-0001

Date: ___________________________
ADMINISTRATIVE SERVICES AGREEMENT
SUMMARY

Group: City of Fremont

Effective Date: October 1, 2018 through September 30, 2019

Group No.: 305349

Summary Plan Description Number and revision date: 98-652 medical, 98-667 dental

N/A Plan Assets, X General Assets.

A. Administrative Service Fee:

1. N/A% of Net Paid Claims for health coverage.
2. N/A% of Net Paid Claims for dental coverage.
3. $43.05 per enrolled Subscriber per month under health coverage.
4. $3.90 per enrolled Subscriber per month under dental coverage.
5. $0.65 per enrolled Subscriber per month under health coverage for utilization management.
6. $0.25 per enrolled Subscriber per month under health coverage for telehealth services through American Well.
7. $N/A per enrolled Subscriber per month under health coverage for external reinsurer reporting services.
8. $N/A per enrolled Subscriber per month under health coverage for external pharmacy benefit management (PBM) reporting services.
9. $ N/A for external PBM implementation.
10. $N/A per enrolled Subscriber per month under health coverage for external subrogation reporting services.
11. $ N/A for external subrogation implementation.

B. Out-of-Area Service Fees

1. BlueCard Fees:
   a. Access Fee: The standard Access Fee will be the percentage listed below of the Discount not to exceed $2,000 for any claim in another plan area. (Included in Net Paid Claims)

      (1) 4.30% for period October 1, 2018, through December 31, 2018; and
      (2) 4.14% for period January 1, 2019, through September 30, 2019.
b. Administrative Expense Allowance (AEA): The standard AEA Fee is $5 for physician/professional claims and $11 for institutional claims incurred in other plan areas with a Contracted Provider.

2. Other Out-of-Area Services Fees:
   a. For both physician/professional and institutional claims incurred in other plan areas with non-contracted providers, the AEA will be $3.00 per claim.
   b. For international claims, the standard AEA Fee will be $4.75 for professional claims $17 for institutional claims, and $3.75 for Covered Person-submitted claims.

C. Commissions:

1. X No commission is payable to an agent of record.

2. N/A The commission payable to the agent of record is $ each month.
   a. N/A This amount is not included in the Administrative Service Fee in A. above and will be billed additionally.
   b. N/A This amount is included in the Administrative Service Fee in A. above.

3. N/A The commission payable to the agent of record is N/A % of the total applicable Specific and Aggregate Stop Loss monthly premiums charged to THE GROUP as indicated in Attachment 3, Part III. The commission amount is included in the Stop Loss premium and will not be billed separately to THE GROUP.

D. Termination Provisions: In event of termination of this Agreement, the alternative selected by THE GROUP is:

1. N/A THE GROUP will arrange with another claims administrator for processing, handling and payment of such claims as are incurred during the Term of this Agreement, but not submitted for payment until after the termination date.

2. X THE GROUP will arrange with BCBSNE for payment of such claims.

E. Stop Loss Guarantees: Stop Loss premiums for the Contract Period, if applicable, are addressed in the Stop Loss Contract. Stop Loss premium guarantees for future contract year(s) have been offered and accepted by THE GROUP, subject to size variance limitations, benefit changes and/or contract changes made by THE GROUP.

1. N/A The Specific Stop Loss premium for the period through is guaranteed not to increase more than % for the contract year through .

2. N/A The Aggregate Stop Loss premium for the period through is guaranteed not to increase more than % for the contract year through .
ATTACHMENT 2

City of Fremont
"THE GROUP"
October 1, 2018
Effective Date

SPECIAL FINANCING ARRANGEMENTS

A. N/A No Special Financing Arrangement: There are no special financing arrangements under this Agreement. BCBSNE shall make payments for claims out of its own funds, subject to reimbursement from THE GROUP.

1. THE GROUP shall remit to BCBSNE an advance deposit of $N/A.

2. N/A THE GROUP shall remit to BCBSNE an additional advance deposit of $N/A. The current advance deposit held by BCBSNE is $N/A and the total amount upon receipt of the amount specified above will be $N/A.

BCBSNE will credit such advance deposit in the name of THE GROUP. Six months following termination of this Agreement, BCBSNE shall return 50% of THE GROUP’s advance deposit. As stated at Part IX., BCBSNE will continue to pay claims for a period of 15 months (or a previously agreed-upon runout period). Within 30 days following this period, BCBSNE shall refund the balance of the advance deposit less any deficits from previous billings.

3. X BCBSNE has agreed to waive the advance deposit, if daily or weekly wire transfer is made.

B. X Special Financial Arrangements: Pursuant to the following, BCBSNE has agreed to waive the advance deposit:

1. BCBSNE shall make payments for claims out of its own funds, subject to reimbursement from THE GROUP. BCBSNE shall (N/A daily, X weekly, etc.) notify THE GROUP of the amount of payments which have been made since the last previous notification. THE GROUP shall reimburse BCBSNE within 24 hours of each notification, and be responsible for all service charges made for maintenance and use of any wire transfer arrangement between its bank account and BCBSNE’s account.

At the end of each month, a summary report will be provided to THE GROUP, showing individual Net Paid Claims, refunds or other adjustments, correction entries, Stop Loss adjustments, the Administrative Service Fee, AEA Fee, Stop Loss premiums and Total Net Paid Claims. Any additional amount due will be payable within 15 days of the mailing of the summary invoice by BCBSNE.

2. BCBSNE employees authorized to notify THE GROUP of the amounts required are:

   Dave Sederburg      Lindsay Dotson      Suzanne Hansen
   Mike Fye           Michelle McKibben
   Mark Schadde       Chaundra Bluvas-Bodfield

3. THE GROUP’s employees who are authorized to communicate with BCBSNE’s authorized employees are: Joellen Sheets  Jody Sanders  Jennifer McDuffee  Jessica Reed

Upon written request, either party may add or delete names of the employees who are authorized to communicate with the other party.
FUNDING RATES

The amount of recommended monthly charges to be collected and retained by THE GROUP shall be determined by THE GROUP. THE GROUP agrees to hold BCBSNE harmless in the event of insufficient funding by THE GROUP.
RESERVE FOR UNREPORTED AND PENDING CLAIMS
AT THE END OF THE TERM OF THIS AGREEMENT

The current estimate by BCBSNE of the potential liability, excluding Administrative Expense, of THE GROUP in the event of termination of this Agreement during, or at the end of the Term of this Agreement will be determined by THE GROUP. BCBSNE will not be held liable for insufficient reserving on the part of THE GROUP.
ADMINISTRATIVE SERVICES AGREEMENT
ATTACHMENT 5

City of Fremont
"THE GROUP"
October 1, 2018
Effective Date

RX NEBRASKA PROGRAM

BCBSNE will provide pharmacy benefit management services as described herein. To the extent not specifically described in this Attachment 5, the terms of the Administrative Service Agreement shall control the administration of THE GROUP’s pharmacy benefits.

1. DEFINITIONS

Whenever used in this Attachment, the following definitions apply:

A. “Average Wholesale Price” (AWP) means the average wholesale price of a prescription drug as set forth by the Pricing Source and in accordance with the NDC-11 price at the time a Claim is processed. The price file will be updated no less frequently than once every three (3) business days through the Pricing Source.

B. “Brand Drugs” means those pharmaceuticals designated by the Pricing Source as having a multi-source indicator of M, N, or O or as otherwise defined by Pricing Source.

C. “Claim” or “Claims” means requests for payment submitted by Network Participants or Members for pharmaceutical products or services.

D. “Claims Adjudication” means the determination of whether a given Claim is entitled to reimbursement pursuant the terms and conditions of a Benefit Plan and the amount payable to or by a Network Participant or Member pursuant to such Benefit Plan, the applicable Network Contract and any other applicable factors, including any Copayment/Deductible or Coinsurance payable by a Member, as well as concurrent (on-line at point of service) Drug Utilization Review.

E. “Coinsurance” means that portion of the amount claimed for Covered Prescription Drug Services, calculated as a percentage of the charge for such services, which is to be paid by Members pursuant to the Member's Plan.

F. “Compound Drug” means a prescription where two or more pharmaceutical products are mixed together, and which, at a minimum, one pharmaceutical product must be a Federal Legend Drug. The end product must not be available in an equivalent commercial form. The product will not be considered a Compound Drug if it is reconstituted or if, to the active ingredient, only water, alcohol, flavoring, coloring or sodium chloride solutions are added.

G. “Copayment/Deductible” means a fixed dollar portion of the amount claimed for Covered Prescription Drug Services that is to be paid by Members pursuant to the Member's Plan.

H. “Covered Prescription Drug Services” means the managed pharmacy services/pharmaceutical products available to Members and eligible for reimbursement pursuant to the Member's Benefit Plan.

I. “Dispensing Fee” means the fee paid to Network Participants for the professional service of filling a prescription and is typically added to the submitted ingredient cost or contracted rate.
J. “Drug Utilization Review” or “DUR” means the process whereby the therapeutic effects and cost effectiveness of various drug therapies are reviewed, monitored and acted upon consistent with the Member’s Benefit Plan.

K. “Electronic Prescribing” or “E-prescribing” means the process of creating, storing and transmitting prescription information electronically, either by computer or hand-held device.

L. “Extended Supply Network” or “ESN” means the retail Network Participants who have agreed to provide Members more than a one month’s (or as mutually agreed) quantity supply of Covered Prescription Drug Services provided that the Member’s Benefit Plan has a mail service benefit and a retail quantity days’ supply limit of one month (or as mutually agreed).

M. “Federal Legend Drug” means a pharmaceutical product, which is required by law to bear on its packaging, “Caution: Federal law prohibits dispensing without a prescription” or “Rx Only”.

N. “Foreign Drug Claims” means Claims submitted through the Paper Claim process for reimbursement of pharmaceutical products purchased outside of the United States.

O. “Formulary” means a list of various pharmaceutical products which is available to Network Participants, members, physicians or other health care providers for purposes of providing information about the coverage and tier status of Covered Prescription Drug Services.

P. “Generic Drugs” means all drugs that are not defined as “Brand Drugs.”

Q. “Mail Service” means the services through which Members may receive prescription drugs through the mail from a mail order pharmacy that has entered into an agreement to provide such services.

R. “Manufacturer” means a company that manufactures and/or distributes pharmaceutical drug products.

S. “Maximum Allowable Cost” or “MAC” means the highest cost at which a Benefit Plan will reimburse Network Participants or Members for pharmaceutical products present on the MAC list at the time of service.

T. “Maximum Allowable Cost List(s)” or “MAC List(s)” means a proprietary database listing, owned and maintained by BCBSNE or its designee, of multi-source pharmaceutical drug products and supplies and the corresponding MAC.

U. “Member” means an individual who is eligible to receive Covered Prescription Drug Services at the time of service.

V. “Network” or “Pharmacy Network” means the group of pharmacies that have been accepted as Network Participants and have entered into agreements with BCBSNE or its designee to provide Covered Prescription Drug Services to Members.

W. “Network Contract” means a contract between a Network Participant and BCBSNE or its designee to provide Covered Prescription Drug Services to Members, as may be amended at any time.

X. “Network Participant” or “Participating Pharmacy” means each individual pharmacy, chain or other dispensing provider that has entered into a Network Contract with BCBSNE or its designee to provide Covered Prescription Drug Services to Members.

Y. “Open Refill Transfer File” means a data file created by the Plan’s previous pharmacy benefit manager containing its members’ mail prescriptions, thus enabling a subsequent pharmacy benefit manager, such as BCBSNE or its designee, to continue to fill those open mail prescriptions.

Z. “Over the Counter Drugs” or “OTC Drugs” are products classified as OTC by Medi-Span as of the fill date based on the NDC-11 dispensed.
AA. “Paper Claims” means the prescription drug services that are submitted to BCBSNE for adjudication through the use of a paper claim form, generally by a Member subsequent to the point of sale.

BB. “Plan” or “Benefit Plan” means the processing parameters and other information entitling a Member to receive Covered Prescription Drug Services.

CC. “Pricing Source” means Medi-Span, or such other national drug database as BCBSNE may solely designate, which establishes and provides updates to BCBSNE no less frequently than once every three (3) days, or as otherwise required by law, regarding the AWP or other alternative pricing benchmark as determined by BCBSNE for Covered Prescription Drug Services.

DD. “Provider Tax” means any tax on a Covered Prescription Drug Service required to be collected or paid by a retail or mail seller for a Covered Prescription Drug Service.

EE. “Rebate(s)” means retrospective reimbursement of monetary amounts by a Manufacturer under a Manufacturer’s discount program with pharmacy management vendor for pharmaceutical products of that Manufacturer dispensed to a Member, for which the conditions precedent to receiving such monetary amounts are satisfied. Rebates do not include manufacturer administration fees, which are fees or other compensation received by BCBSNE and/or a pharmacy management vendor from a Manufacturer for services relating to the administration of Rebates under an agreement.

FF. “Specialty Pharmacy” means a licensed pharmacy designated by BCBSNE, or its designee, to provide Specialty Pharmaceutical Products. The list of Specialty Pharmacies may change at any time without notice.

GG. “Specialty Pharmaceutical Product(s)” means designated complex injectable and oral drugs, generally covered up to a 30-day supply, which have very specific manufacturing, storage, and dilution requirements. Specialty drugs are drugs including, but not limited to drugs used for: multiple sclerosis; rheumatoid arthritis; hepatitis C; Crohn’s disease; anemia; and hemophilia. Specialty drugs may only be available through designated Specialty Pharmacies. BCBSNE reserves the right to change designated Specialty drugs and suppliers at any time without prior notice.

HH. “Usual and Customary” or “U&C” means the lowest price, including any Dispensing Fee and Vaccine Dispensing Fee a Network Participant would charge a particular customer if such customer were paying cash for the identical prescription drug service on the date dispensed. This includes any applicable discounts including but not limited to senior discounts, frequent shopper discounts, and other special discounts offered to attract customers.

II. “Vaccine Dispensing Fee” means the fee paid to the Network Participant for the professional service of administering a vaccine and is added to the submitted ingredient cost or contracted rate.

2. GENERAL SERVICES

A. Claims Processing. BCBSNE will process Claims for Covered Prescription Drug Services electronically submitted by Network Participants and Paper Claims received from a Member according to Plan and eligibility information and will pay eligible Claims and provide to the submitting entity electronic notification of declined or ineligible Claims.

Claims are processed in accordance with the applicable Network Contract using “lesser of” pricing methodology, meaning Claims will be paid at the lesser of (i) the contracted rate (either a discount off of the applicable AWP or the MAC price) plus Dispensing Fee, Vaccine Administration Fee, and any other taxes and fees; (ii) the Network Participant’s submitted ingredient cost plus Dispensing Fee, Vaccine Administration Fee, and any other taxes and fees; or (iii) the Network Participant’s submitted U&C. The applicable AWP used for retail and Specialty Pharmacy will be based on the package size submitted. The applicable AWP for Mail Service will generally be based on the NDC dispensed.

B. Formulary Services. Subject to certain limitations, BCBSNE will develop, maintain, and update its Formulary or Formularies. THE GROUP acknowledges and agrees that BCBSNE may, from time to
time, consistent with the Plan, promote the dispensing of pharmaceutical products in a manner consistent with the designated Formulary.

C. **Rebate Management.** BCBSNE will obtain Rebates for some Covered Prescription Drug Services from Manufacturers. Such Rebate arrangements are based on volume purchase discounts or other similar arrangements with Manufacturers.

D. **Utilization Management.** BCBSNE may provide cost containment programs in the form of utilization management programs on behalf THE GROUP. If provided, such services may be subject to additional fees as described in the Pharmacy Program Fees Exhibit.

E. **E-Prescribing.** BCBSNE or its designee will support e-Prescribing transaction standards for eligibility, formulary, and medication history to allow prescribers to electronically send Members’ prescriptions directly to a Network Participant from the point-of-care.

F. **Special Projects.** Special projects, including any additional fees, may be mutually agreed to by the parties and described in this Agreement, an amendment to this Agreement, or in a separate agreement (e.g., a Non-Standard Benefit or Service Agreement).

G. **Cooperation upon Termination.** Should THE GROUP terminate this Agreement, BCBSNE will provide all standard industry PBM transition/data files that will be used by the new PBM to minimize member disruption, including BCBSNE agreed upon claims files, prior authorization files, accumulator files, mail open refill files, both pre and post termination date. THE GROUP will reimburse BCBSNE any fees BCBSNE’s pharmacy management vendor charges BCBSNE for providing such electronic files, including the fee for sending the mail outbound refill file. Such fees will be included on THE GROUP’s monthly billing and shall be payable within 15 days of mailing by BCBSNE.

3. **REBATE MANAGEMENT SERVICES**

A. **Negotiating Rebates.**

On its own behalf, BCBSNE or its designee have entered into, and may in the future, enter into arrangements with Manufacturers under which a portion of prescription drug charges are rebated. In addition, pharmacy management vendors may receive administrative reimbursement or fees directly from BCBSNE or drug or other companies for administrative services they deliver for BCBSNE and those companies. These amounts are not considered Rebates as described here. Pharmaceutical Rebates may be associated with drug claims processed under the Plan’s pharmacy benefit. These Rebates amount vary, and may change during the year, based upon the status of a drug in BCBSNE’s prescription drug formulary, drug utilization, benefit coverage, unexpected generic launches, and other factors. The calculation and apportionment of Rebates is subject to the terms and conditions of the applicable Manufacturer Agreement between the Manufacturer and BCBSNE or its designee. BCBSNE cannot guarantee that Rebates will accrue for any products or Covered Prescription Drug Services utilized by Members.

BCBSNE will credit to Plan’s account 100% of the allocated Rebates it receives from its pharmacy management vendor(s). In some cases, BCBSNE’s pharmacy management vendor receives Manufacturer administrative fees, which are retained by the vendor unless otherwise noted in the Pharmacy Program Fees Exhibit.

B. **Rebate Payments.**

BCBSNE will have the right, upon notice, to make an adjustment to the Rebates if Rebate revenue is decreased because Brand Drugs lose their patent, move to generic status, or there is a change in law. The calculation and apportionment of Rebates is subject to the terms and conditions of the applicable Manufacturer Agreement between the Manufacturer and BCBSNE or its designee. BCBSNE cannot guarantee that Rebates will accrue for any products or Covered Prescription Drug Services utilized by Members.
C. **Rebate Payment Schedule.**

Rebates (net of pharmacy administration fees, if applicable) will be credited to THE GROUP on or before the 10th day of the month following the month in which the Rebates are received by BCBSNE.

D. **Rebates Upon Termination**

In the event this Agreement is terminated for any reason, BCBSNE may withhold from Rebate payments to be paid to THE GROUP after such termination a total amount equal to ten percent (10%) of the estimated amount of monies (“Withheld Amount”), as determined by BCBSNE, that THE GROUP may owe to BCBSNE as a result of overpayments of Rebates by Manufacturers. Upon final allocation of the last complete open quarter but in no event later than twelve (12) months following the date of termination, BCBSNE will pay to THE GROUP the Withheld Amount, less any monies definitively determined as a result of any Manufacturer audits or otherwise to be owed to BCBSNE from THE GROUP due to an overpayment of Rebates (“Overpaid Rebates”). In the event that Overpaid Rebates are greater than the Withheld Amount, a determination that must be made no later than twelve (12) months following the date of termination, an amount equal to the difference between the Overpaid Rebates and the Withheld Amount will be paid by THE GROUP to BCBSNE (or be subject to the set off provisions) within thirty (30) days of BCBSNE’s notification of same.
# Kogenate Discount Guarantee

<table>
<thead>
<tr>
<th>GPI Number</th>
<th>Generic Name</th>
<th>NDC</th>
<th>Brand Name</th>
<th>ROA</th>
<th>Exclusive Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>85100010206420</td>
<td>ANTIHEMOPHILIC FACTOR (RECOMBINANT) FOR INJ KIT 250 UNIT</td>
<td>00026378220</td>
<td>KOGENATE FS</td>
<td>IV</td>
<td>37.50%</td>
</tr>
<tr>
<td>85100010206420</td>
<td>ANTIHEMOPHILIC FACTOR (RECOMBINANT) FOR INJ KIT 250 UNIT</td>
<td>00026378225</td>
<td>KOGENATE FS</td>
<td>IV</td>
<td>37.50%</td>
</tr>
<tr>
<td>85100010206420</td>
<td>ANTIHEMOPHILIC FACTOR (RECOMBINANT) FOR INJ KIT 250 UNIT</td>
<td>00026379220</td>
<td>KOGENATE FS</td>
<td>IV</td>
<td>37.50%</td>
</tr>
<tr>
<td>85100010206430</td>
<td>ANTIHEMOPHILIC FACTOR (RECOMBINANT) FOR INJ KIT 500 UNIT</td>
<td>00026378330</td>
<td>KOGENATE FS</td>
<td>IV</td>
<td>37.50%</td>
</tr>
<tr>
<td>85100010206430</td>
<td>ANTIHEMOPHILIC FACTOR (RECOMBINANT) FOR INJ KIT 500 UNIT</td>
<td>00026378335</td>
<td>KOGENATE FS</td>
<td>IV</td>
<td>37.50%</td>
</tr>
<tr>
<td>85100010206430</td>
<td>ANTIHEMOPHILIC FACTOR (RECOMBINANT) FOR INJ KIT 500 UNIT</td>
<td>00026379330</td>
<td>KOGENATE FS</td>
<td>IV</td>
<td>37.50%</td>
</tr>
<tr>
<td>85100010206440</td>
<td>ANTIHEMOPHILIC FACTOR (RECOMBINANT) FOR INJ KIT 1000 UNIT</td>
<td>00026378550</td>
<td>KOGENATE FS</td>
<td>IV</td>
<td>37.50%</td>
</tr>
<tr>
<td>85100010206440</td>
<td>ANTIHEMOPHILIC FACTOR (RECOMBINANT) FOR INJ KIT 1000 UNIT</td>
<td>00026378555</td>
<td>KOGENATE FS</td>
<td>IV</td>
<td>37.50%</td>
</tr>
<tr>
<td>85100010206440</td>
<td>ANTIHEMOPHILIC FACTOR (RECOMBINANT) FOR INJ KIT 1000 UNIT</td>
<td>00026379550</td>
<td>KOGENATE FS</td>
<td>IV</td>
<td>37.50%</td>
</tr>
<tr>
<td>85100010206450</td>
<td>ANTIHEMOPHILIC FACTOR (RECOMBINANT) FOR INJ KIT 2000 UNIT</td>
<td>00026378660</td>
<td>KOGENATE FS</td>
<td>IV</td>
<td>37.50%</td>
</tr>
<tr>
<td>85100010206450</td>
<td>ANTIHEMOPHILIC FACTOR (RECOMBINANT) FOR INJ KIT 2000 UNIT</td>
<td>00026378665</td>
<td>KOGENATE FS</td>
<td>IV</td>
<td>37.50%</td>
</tr>
<tr>
<td>85100010206450</td>
<td>ANTIHEMOPHILIC FACTOR (RECOMBINANT) FOR INJ KIT 2000 UNIT</td>
<td>00026379660</td>
<td>KOGENATE FS</td>
<td>IV</td>
<td>37.50%</td>
</tr>
<tr>
<td>85100010206460</td>
<td>ANTIHEMOPHILIC FACTOR (RECOMBINANT) FOR INJ KIT 3000 UNIT</td>
<td>00026378770</td>
<td>KOGENATE FS</td>
<td>IV</td>
<td>37.50%</td>
</tr>
<tr>
<td>85100010206460</td>
<td>ANTIHEMOPHILIC FACTOR (RECOMBINANT) FOR INJ KIT 3000 UNIT</td>
<td>00026378775</td>
<td>KOGENATE FS</td>
<td>IV</td>
<td>37.50%</td>
</tr>
<tr>
<td>85100010206460</td>
<td>ANTIHEMOPHILIC FACTOR (RECOMBINANT) FOR INJ KIT 3000 UNIT</td>
<td>00026379770</td>
<td>KOGENATE FS</td>
<td>IV</td>
<td>37.50%</td>
</tr>
</tbody>
</table>

**Criteria:**

- Core Category of the drug above is HEMOPHILIA.
- Dispensing fee will be $0.00 for those drugs dispensed through Prime Specialty Pharmacy.
- Should a patient request special shipping requirements (expedited shipping, Saturday delivery, etc.), the patient shall be charged for the cost differential.
- All fees include normal supplies required for administration, except supplies for home infusion services including pumps and tubing, for which a per diem rate shall be charged.
- All fees include shipping and delivery charges for common carrier.
- Exclusive rate guarantee assumes City of Fremont has elected Prime Specialty Pharmacy as the exclusive specialty pharmacy.
- If City of Fremont does not elect Prime to be the exclusive specialty pharmacy, changes in rates will apply.
- Guarantee is only valid for drugs dispensed via Prime Specialty Pharmacy.

**Criteria (CONTINUED):**

- If changes occur within the PBM marketplace which lead to a significant deviation from the current economic environment, both parties agree to proactively amend the contract to make all parties commercially reasonably economically neutral.

- These guarantees are subject to change in the event that any law, regulation, interpretation of a law or regulation, or any change within the PBM marketplace would lead to a deviation from the current economic environment upon which these guarantees are based.

- Both parties agree to proactively amend the contract in the event changes in the discount outside the control of Prime Specialty Pharmacy change the contracted rate (i.e., medication shortages, changes in ownership of the medication).

- Guarantee is effective from 10/1/2018 through 9/30/2019.
RESOLUTION NO. 2019-121

A Resolution of the City Council of the City of Fremont, Nebraska approving the Administrative Services Agreement for the 2018-2019 plan year with Blue Cross Blue Shield of Nebraska.

WHEREAS, the City of Fremont City Council approved renewal of the Administrative Services Agreement for the 2018 – 2019 plan year with Blue Cross Blue Shield of Nebraska; and,

WHEREAS, Blue Cross Blue Shield of Nebraska requires that a policy document/contract be signed for this service,

NOW, THEREFORE BE IT RESOLVED, the Mayor and City Council authorize execution of the Administrative Services Agreement effective October 1, 2018.

PASSED AND APPROVED THIS 9TH DAY OF JULY, 2019.

__________________________________________
Scott Getzschman, Mayor

ATTEST:

______________________________
Tyler Ficken, City Clerk

Background: Blue Cross Blue Shield of Nebraska has requested that we sign an amendment to meet new HIPAA related rules.


This rule went into effect Feb. 2, 2018 and states that self-funded groups may share substance use disorder patient records with their business associates, such as Blue Cross and Blue Shield of Nebraska, so the business associates may carry out activities, including claims payment and claims analysis. Self-funded groups must provide a written agreement, such as the attached, to their business associates requiring them to comply with the provisions of 42 CFR Part 2.

Approval of the agreement does not change how the plan is being administered or our costs. This action will only formalize what has been previously approved.

The amendment has been reviewed and approved by the City Attorney.

Fiscal Impact: None.
AMENDMENT TO
BUSINESS ASSOCIATE AGREEMENT

This AMENDMENT (“Amendment”), dated April 1, 2019, is made pursuant to the Business Associate Agreement (“Agreement”) by and between Blue Cross and Blue Shield of Nebraska (“Business Associate”), and your Health Plan (“Covered Entity”).

Accordingly, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree the Agreement is hereby amended as follows:

The following section shall be added to the Agreement: Compliance with 42 CFR Part 2. Business Associate is fully bound by and agrees to comply with the provisions of 42 CFR Part 2 upon receipt of any Substance Abuse Patient Records.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Addendum effective as of the date first set forth above.

BLUE CROSS AND BLUE SHIELD OF NEBRASKA

Russell S Collins ________________________________
Printed Name

____________________________
Signature

Chief Legal Officer ________________________________
Title

City of Fremont

____________________________
Health Plan Name

____________________________
Printed Name

____________________________
Signature

____________________________
Title
RESOLUTION NO. 2019-122

A Resolution of the City Council of the City of Fremont, Nebraska approving the Amendment to Business Associate Agreement with Blue Cross Blue Shield of Nebraska.

WHEREAS, the City of Fremont contracts with Blue Cross Blue Shield of Nebraska to administer its self-funded medical and dental insurance plans; and,

WHEREAS, as Plan administrator, Blue Cross Blue Shield of Nebraska has access to a significant amount of protected private information; and,

WHEREAS, the Department of Health and Human Services Substance Abuse and Mental Health Services Administration has implemented changes to the federal rules governing the confidentiality and disclosures of substance use disorder patient records that now require an amendment to the current Business Associate Agreement in place with Blue Cross Blue Shield of Nebraska,

NOW, THEREFORE BE IT RESOLVED, the Mayor and City Council authorize execution of the Amendment to Business Associate Agreement.

PASSED AND APPROVED THIS 9TH DAY OF JULY, 2019.

____________________________
Scott Getzschman, Mayor

ATTEST:

_________________________
Tyler Ficken, City Clerk
STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Brian Newton, City Administrator
DATE: July 9, 2019
SUBJECT: Motion to approve Civil Air Patrol use of City Well Field, July 26-28, 2019

Recommendation: Approve motion granting permission to Fremont Squadron and Nebraska Wing of Civil Air Patrol to use City Well Field for training, July 26-28, 2019.

Background: In the past, the Civil Air Patrol has used the City Well Field for training exercises. The Civil Air Patrol is again asking permission to use the field this summer. The Patrol will provide the City with a certificate of insurance.

Fiscal Impact: None
Sir, we would like to request the use of the Fremont city water well field area to conduct training on 26-28 July 2019. This year's training, as in past years would involve Search and Rescue training, First Aid training, map & compass and GPS navigation and this year we will be adding a drone familiarization training component. We would be camping out in the grassy area by the building as we have in the past. As you know, the use of this facility has been invaluable to us in providing quality training to Civil Air Patrol members and increasing the abilities of our Emergency Services teams.

We will, of course, clean up the area when we leave and we will also avoid the solar farm area.

Since we will be doing drone work, we would be happy to provide aerial photos or mapping of any areas of the well field you would like if you would find it useful.

If you have any questions or concerns, please do not hesitate to contact me at any time at either my email or phone. My phone number is 402-719-6559

Thank you,
LtCol Jim Kuddes
Nebraska Wing Emergency Services Training Officer
Recommendation: Approve resolution 2019-123.

Background:
The City offers 457(b) plans administered by both Nationwide and Principal. One of the investment options available from Nationwide is a fixed annuity with a Guaranteed Minimum Interest Rate (GMIR).

The City has received notification that Nationwide will be changing their GMIR and will no longer be offering the same guaranteed interest rate.

The retirement committee reviewed and discussed the options offered by Nationwide and has approved pursuing an option that allows contributions currently invested in this annuity to remain at the current GMIR, but future contributions would be established under a new contract with a much lower GMIR.

You will note that the dates on the letter and on the documents are November 2018. The City received this notification after the initial date in the letter had passed. We were informed at that time that Nationwide was delaying taking any action and would not make the change for at least several more months. Action was not taken at that time to maximize the interest earnings of any employees that had contributions in this annuity. Nationwide has indicated that we do need to elect one of these options at this time.

Fiscal Impact: No fiscal impact to the City of Fremont.
Dear JENNIFER MCDUFFEE,

RE: CITY OF FREMONT

Nationwide is proud to partner with the United States Conference of Mayors. As the endorsed sponsor administering 457(b) deferred compensation and 401(a) defined contribution plans, Nationwide works to help city employees save with confidence. Our goal is to help America’s workers prepare for and live in retirement.

One of the ways we work to achieve this goal is by periodically evaluating our suite of products, tools and resources. These evaluations lead to adjustments which allow for the continued delivery of an On Your Side® service experience to you and your participants.

We’ve recognized a need to change the Guaranteed Minimum Interest Rate of the fixed annuity contract available in your plan. As a contract holder, you have options. The following packet includes all the steps required to make the necessary changes to your plan.

Next Steps

As part of this change, we are asking you to consider the options outlined in the Guaranteed Minimum Interest Rate Change: Explanation of Options and take the associated actions by 11/20/2018. As Plan Sponsor, you have a responsibility to make decisions on behalf of the Plan regarding products and features available to your Plan participants.

Please take time to review the options and sign and return the required documents to Nationwide. If you do not select one of the options provided, new contributions will no longer be accepted to your current Fixed contract. This includes, but is not limited to, payroll contributions, rollovers, transfers and exchanges.

Questions?

Refer to the enclosed FAQ for more information. If you have additional questions about this change or the options available for the adjustment, please contact our service center at 877-496-1630 or your local Nationwide Retirement Solutions Representative. Our specialists are available Monday through Friday, 8 a.m. to 8 p.m. Eastern time.

Thank you for your partnership as we mutually work to help your participants prepare for and live in retirement.

Sincerely,

Nationwide Retirement Solutions

Tom Cochran
CEO and Executive Director
United States Conference of Mayors

Nationwide Retirement Solutions and Nationwide Life Insurance Company (collectively “Nationwide”) have endorsement relationships with the United States Conference of Mayors. More information about the endorsement relationships may be found online at www.ncfusa.com.

Nationwide, the Nationwide N and Eagle and Nationwide is on your side are service marks of Nationwide Mutual Insurance Company. © 2018 Nationwide.

NRM-17093AO (05/18)
Guaranteed Minimum Interest Rate Change: Explanation of Options

Please consider your available options before making a selection on the Guaranteed Minimum Interest Rate Change: Options Form (the Options Form). The Options Form and required documents can be found in the enclosed folder.

1) Option One

Your contract is amended to lower the Guaranteed Minimum Interest rate annually on the following schedule:

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate</td>
<td>3.5%</td>
<td>3.0%</td>
<td>2.5%</td>
<td>2.0%</td>
<td>1.0%</td>
<td>0.5%</td>
</tr>
</tbody>
</table>

The contract's quarterly Crediting Rate\(^1\) will continue to be set based on Nationwide's normal business practices and may vary depending on market conditions and investment performance.

2) Option Two

The contract is amended to lower the Guaranteed Minimum Interest Rate annually on the same schedule shown in Option One. Additionally, the per participant exchange and transfer limit is also increased from 20% to 40%.

The contract's quarterly Crediting Rate will continue to be set based on Nationwide's normal business practices and may vary depending on market conditions and investment performance. However, because of the increased exchange and transfer limit, the Crediting Rate under this option will be less than under Option One. At the time of this letter, this difference is 0.1% annually, but the variance is not guaranteed to remain at this level.

3) Option Three (Default Option)

The existing balance in your current Fixed Contract will maintain the current GMIR for these existing balances only, unless otherwise agreed to by Nationwide and the Plan Sponsor. New contributions will no longer be accepted to your current Fixed contract. This includes, but is not limited to, payroll contributions, rollovers, transfers and exchanges. This change will be effective in 2019.

Accordingly, you will need to provide direction for your participants' future allocations to replace their current Fixed allocation. Two options are available. If this option is chosen, you will also need to select a sub-option:

A. Continue to offer Nationwide Fixed Contract. An application for a new Fixed contract is enclosed. This contract will be established with an initial Crediting Rate of 1.2% and a 0.5% GMIR.

B. Utilize the Plan's existing Default Investment Alternative (DIA). If the Participant does not elect a new investment to replace the Fixed option, it will be treated as if no investment direction has been given and the Default Investment Alternative will be used for future contributions. Your plan's current fund lineup can be viewed online at www.nrsforu.com.

Please Note: If you do not take action, you are electing to place those participant allocations in your existing DIA. The participants will be notified of the change so that they may have the opportunity to change their allocation.

\(^1\)The Crediting Rate is the interest rate credited as an annual effective yield.
Guaranteed Minimum Interest Rate Change: Options Form

Plan Name: CITY OF FREMONT
Entity Number: 0035600001

Please select only one of the options below, sign the bottom of this page, and return both this Options Form and any required documents by 11/20/2018.

[ ] Option Three: New Investment Option
Select a sub-option:

[ ] A. Sign a new Nationwide Fixed Application
   ➢ Return Signed Options Form
   ➢ Return Signed Nationwide Fixed Application

[ ] B. Use existing Default Investment Alternative or name a new default investment option
   ➢ Return Signed Options Form
   ➢ Return Signed Default Investment Alternative Election Form

*Please Note: if you do not take action, you are electing to place those participant allocations in your existing Default Investment Alternative on file, or in the most conservative investment option in the plan’s core fund line up if a DIA does not exist. The participants will be notified of the change so that they may have the opportunity to change their allocation.*

The signed documents can be returned to Nationwide in one of three ways:

- Return in the provided envelope
- Scan and email to NRSFORU@nationwide.com
- Fax directly to 1-877-677-4329

For information about each option, please refer to the Guaranteed Minimum Interest Rate Change: Explanation of Options.
APPLICATION FOR
GROUP FLEXIBLE PURCHASE PAYMENT DEFERRED FIXED ANNUITY CONTRACT
underwritten by
Nationwide Life Insurance Company
One Nationwide Plaza
Columbus, Ohio 43215
[1-877-677-3678]

APPLICANT

(Application), applies to be the Contract Owner of

a Group Flexible Purchase Payment Deferred Fixed Annuity Contract (the "Contract") underwritten by Nationwide Life Insurance Company ("Nationwide").

The Group Flexible Purchase Payment Deferred Fixed Annuity Contract applied for will become effective on the "Effective Date of Contract" if the initial Purchase Payment and this application are accepted by Nationwide. In the event the initial Purchase Payment or this application are not accepted, Nationwide's liability will be limited to a return of the initial Purchase Payment, and any subsequent Purchase Payments remitted.

PURCHASE PAYMENT

Applicant agrees to permit Participants in its Plan to allocate Purchase Payments to the Contract as of the "Effective Date of Contract".

TRANSFER AND EXCHANGE LIMITATION ELECTION

Elect One:

☐ Contract Level Aggregate Exchange Limitation (the limitation on Outgoing Exchanges from the Fixed Account is determined based on total assets held in the Contract's Fixed Account's value under the Contract as of the last Business Day preceding the current calendar year).

☐ Participant Level Exchange Limitation (the limitation on Outgoing Exchanges from the Contract is applied to each Participant Account under the Contract. The Contract Owner, or its designated Record Keeper is responsible for applying this limitation).

STATE INSURANCE FRAUD WARNINGS

FOR DC RESIDENTS ONLY: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO FL, MN, ND, SC, SD, TX AND VT RESIDENTS ONLY: Annuity payments, death benefits, surrender values, and other Contract Values are subject to a market value adjustment, and are not guaranteed as to fixed dollar amount, unless otherwise specified.

NOTICE TO OK AND PA RESIDENTS ONLY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

ADDITIONAL STATE NOTICES

FOR FL RESIDENTS ONLY: Any person who knowingly and with intent to defraud, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

SIGNATURES

Signed on behalf of ____________________________ this ___ day of ____________________________

☐ Yes ☐ No Do you have existing life insurance or annuity contracts?

☐ Yes ☐ No Will the applied for Contract replace any existing life insurance or annuity contracts?

[Authorized Signature of Applicant] ____________________________ Date __________

[Title] ____________________________

☐ Yes ☐ No Do you have any reason to believe the Contract applied for is to replace existing annuities or insurance?

[Authorized Nationwide Agent/Representative Signature] ____________________________ Date __________

[Title] ____________________________

Florida License Identification #: (Florida Agents only) ____________________________

NRA-0105AO.1 (Standard) (10/2007)
RESOLUTION NO. 2019-123

A Resolution of the City Council of the City of Fremont, Nebraska authorizing execution of Option 3a of the Guaranteed Minimum Interest Rate Change: Options form and the Application for Group Flexible Purchase Payment Deferred Fixed Annuity Contract.

WHEREAS, the City of Fremont provides a 457(b) retirement plan through Nationwide; and,

WHEREAS, Nationwide offers a Guaranteed Minimum Interest Rate (GMIR) fixed annuity as an investment option; and,

WHEREAS, Nationwide has indicated that they will be discontinuing the current GMIR offering and has provided three options for current and future contributions into this annuity; and,

WHEREAS, the retirement committee has reviewed the options available and has selected option 3a as the best option for City employees,

NOW, THEREFORE BE IT RESOLVED, the Mayor and City Council authorize execution of the Option 3a of the Guaranteed Minimum Interest Rate Change: Options form and the Application for Group Flexible Purchase Payment Deferred Fixed Annuity Contract.

PASSED AND APPROVED THIS 9TH DAY OF JULY, 2019.

______________________________
Scott Getzschman, Mayor

ATTEST:

______________________________
Tyler Ficken, City Clerk

Background: The Retirement Committee has reviewed and approved adding a Roth (after-tax contribution) option to the current retirement plan. This option would be available on the voluntary 457(b) plan.

The plan currently has an outdated after-tax option that is not applicable in today’s market and is not being utilized by current staff. By offering the Roth option, we will be able to offer a viable after-tax contribution to our employees.

The change will not result in additional administrative fees from Principal. Contributions will be sent to Principal through the standard payroll process with the remainder of the voluntary and mandatory contributions.

The Roth will be available September 1, 2019.

Fiscal Impact: None. No additional administrative fees will be charged to the City of Fremont. Roth contributions will not be eligible for company match.
GOVERNMENTAL 457(b) PLAN
ROTH DEFERRAL AMENDMENT

PREAMBLE

1.1 Adoption and effective date of amendment. The Employer adopts this Amendment to reflect Code Section 402A, as amended by the Small Business Jobs Act of 2010 (“SBJA”). This Amendment is intended as good faith compliance with the requirements of Code Section 402A and guidance issued thereunder, and this Amendment shall be interpreted in a manner consistent with such guidance. This Amendment shall be effective as of the date selected below.

1.2 Eligible governmental 457 plan. The Employer is an eligible employer as defined in Code §457(e)(1)(A).

1.3 Supersession of inconsistent provisions. This Amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

ARTICLE II
ADOPTION AGREEMENT ELECTIONS

2.1 Effective Date. Roth Elective Deferrals are permitted under the Plan as of September 1, 2019.

2.2 Unforeseeable emergency. If the Plan permits distributions of Elective Deferrals on account of an unforeseeable emergency, may a Participant receive such a distribution of Roth Elective Deferrals?

a. [X] N/A. The Plan does not permit distributions of Elective Deferrals on account of an unforeseeable emergency.

b. [ ] No, Roth Elective Deferrals may not be withdrawn on account of an unforeseeable emergency.

c. [ ] Yes, Roth Elective Deferrals may be withdrawn on account of an unforeseeable emergency subject to the same conditions that apply to Pre-tax Elective Deferrals.

ARTICLE III
ROTH ELECTIVE DEFERRALS

3.1 Roth Elective Deferrals are permitted. The Plan's definitions and terms shall be amended as follows to allow for Roth Elective Deferrals as of the effective date entered at 2.1. Roth Elective Deferrals shall be treated in the same manner as Elective Deferrals for all Plan purposes except as provided in Article II of this amendment. The Employer may, in operation, implement deferral election procedures provided such procedures are communicated to Participants and permit Participants to modify their elections at least once each Plan Year.

3.2 Elective Deferrals. “Elective Deferral” means a contribution the Employer makes to the Plan pursuant to a Participant’s Salary Reduction Agreement. As of the effective date entered at 2.1, the term "Elective Deferrals" includes Pre-tax Elective Deferrals and Roth Elective Deferrals.
3.3 Pre-Tax Elective Deferrals. "Pre-Tax Elective Deferrals" means a Participant's Elective Deferrals which are not includible in the Participant's gross income at the time deferred and have been irrevocably designated as Pre-Tax Elective Deferrals by the Participant in his or her deferral election. A Participant's Pre-Tax Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Pre-Tax Elective Deferrals. All Elective Deferrals prior to this amendment are Pre-Tax Elective Deferrals.

3.4 Roth Elective Deferrals. "Roth Elective Deferrals" means a Participant's Elective Deferrals that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Participant in his or her deferral election. A Participant's Roth Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Roth Elective Deferrals. However, forfeitures may not be allocated to such account. The Plan must also maintain a record of a Participant's investment in the contract (i.e., designated Roth contributions that have not been distributed) and the year in which the Participant first made a Roth Elective Deferral. Roth Elective Deferrals are not considered Employee Contributions for Plan purposes.

3.5 Ordering Rules for Distributions. The Administrator operationally may implement an ordering rule procedure for withdrawals (including, but not limited to, withdrawals on account of an unforeseeable emergency) from a Participant's accounts attributable to Pre-Tax Elective Deferrals or Roth Elective Deferrals. Such ordering rules may specify whether the Pre-Tax Elective Deferrals or Roth Elective Deferrals are distributed first. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.

3.6 Corrective distributions attributable to Roth Elective Deferrals. For any Plan Year in which a Participant may make both Roth Elective Deferrals and Pre-Tax Elective Deferrals, the Administrator operationally may implement an ordering rule procedure for the distribution of Excess Deferrals (Treas. Reg. §1.457-4(e)). Such an ordering rule may specify whether the Pre-Tax Elective Deferrals or Roth Elective Deferrals are distributed first, to the extent such type of Elective Deferrals was made for the year. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.

3.7 Loans. If Participant loans are permitted under the Plan, then the Administrator may modify the loan policy or program to provide limitations on the ability to borrow from, or use as security, a Participant's Roth Elective Deferral account. Similarly, the loan policy or program may be modified to provide for an ordering rule with respect to the default of a loan that is made from the Participant's Roth Elective Deferral account and other accounts under the Plan.

3.8 Rollovers. A direct rollover of a distribution from Roth Elective Deferrals shall only be made to a Plan which includes Roth Elective Deferrals as described in Code Section 402A(e)(1) or to a Roth IRA as described in Code Section 408A, and only to the extent the rollover is permitted under the rules of Code Section 402(c).

3.8.1 The Plan shall accept a rollover contribution of Roth Elective Deferrals only if it is a direct rollover from another Plan which permits Roth Elective Deferrals as described in Code Section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code Section 402(c). The Employer, operationally and on a uniform and nondiscriminatory basis, may decide whether to accept any such rollovers.

3.8.2 The Plan shall not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth Elective Deferral account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than $200 during a year.
In addition, any distribution from a Participant's Roth Elective Deferrals are not taken into account in determining whether distributions from a Participant's other accounts are reasonably expected to total less than $200 during a year. Furthermore, the Plan will treat a Participant’s Roth Elective Deferral account and the Participant’s other accounts as held under two separate plans for purposes of applying the automatic rollover rules. However, eligible rollover distributions of a Participant's Roth Elective Deferrals are taken into account in determining whether the total amount of the Participant’s account balances under the Plan exceed the Plan's limits for purposes of mandatory distributions from the Plan.

3.8.3 The provisions of the Plan that allow a Participant to elect a direct rollover of only a portion of an eligible rollover distribution but only if the amount rolled over is at least $500 is applied by treating any amount distributed from a Participant's Roth Elective Deferral account as a separate distribution from any amount distributed from the Participant's other accounts in the plan, even if the amounts are distributed at the same time.

3.9 Automatic Enrollment. If the Plan utilizes an automatic enrollment feature (i.e., in the absence of an affirmative election by a Participant, a certain amount of Compensation will automatically be contributed to the Plan as an Elective Deferral), then such contribution shall be a Pre-Tax Elective Deferral.

3.10 Operational Compliance. The Plan Administrator will administer Roth Elective Deferrals in accordance with applicable regulations or other binding authority not reflected in this amendment. Any applicable regulations or other binding authority shall supersede any contrary provisions of this Amendment

This Amendment has been executed this ______day of ______________________, ____________.

City of Fremont, Nebraska, Sponsoring Employer

By: ____________________________

Title: ____________________________
RESOLUTION NO. 2019-124

A Resolution of the City Council of the City of Fremont, Nebraska approving the addition of a Roth option to the 457(b) retirement plan administered by Principal and authorizing execution of the Governmental 457(b) Roth Deferral Amendment.

WHEREAS, the City of Fremont provides various pre-tax retirement options; and,

WHEREAS, the City of Fremont retirement committee has voted to approve addition of a Roth option to the 457(b) plan administered by Principal,

NOW, THEREFORE BE IT RESOLVED, the Mayor and City Council authorize execution of the Governmental 457(b) Roth Deferral Amendment.

PASSED AND APPROVED THIS 9TH DAY OF JULY, 2019.

________________________________________
Scott Getzschman, Mayor

ATTEST:

_______________________________________
Tyler Ficken, City Clerk

Background: At the August 14, 2018 meeting, City Council approved renewal of our Stop Loss coverage for medical insurance with Blue Cross Blue Shield of Nebraska (BCBSNE). At that time, the City was not provided with a policy for this renewal. It has recently been brought to our attention that the policy still needed to be signed.

It appears that this agreement was provided to IMA, our broker, but not passed on to the City. This delay has been reviewed with IMA and we do not anticipate any future issues.

Approval of the policy does not change how the plan is being administered or our costs. This action will only formalize what has been previously approved.

Fiscal Impact: No changes. Remains as estimated upon original approval, $401,607 for the current fiscal year (based on enrollment in August 2018) with an additional Aggregating Specific Deductible of $100,000.
STOP LOSS PROVISIONS
FOR HEALTH COVERAGE

This Stop Loss Contract (Contract) is offered by Blue Cross and Blue Shield of Nebraska (BCBSNE), Inc., a domestic insurance company, licensed by the State of Nebraska.

Blue Cross and Blue Shield of Nebraska and the Group agree to the terms as described herein during the Contract Term. This Contract is effective beginning 12:01 a.m. on the effective date stated in the Administrative Services Agreement, in consideration of the payment of premiums, charges or as otherwise provided.

Only Blue Cross and Blue Shield of Nebraska can approve a change to this Contract and that change must be in writing. No agent may change the Contract in any way.

This Contract is made in and governed by the laws of the State of Nebraska. Defined terms are capitalized in this Contract.

BLUE CROSS AND BLUE SHIELD OF NEBRASKA

By:

Steven H. Grandfield, President
and Chief Executive Officer
PART I. RECITALS

A. The Group has established and maintains a self-funded employee welfare benefit plan, which provides, among other things, various benefits to Covered Persons in the Plan.

B. BCBSNE provides certain services to the Plan pursuant to the Administrative Services Agreement.

C. Claims are administered according to the Benefit Plan Document, as amended.

D. BCBSNE has agreed to provide Stop Loss coverage to the Group as indicated in Part II. below.

E. The Group and BCBSNE intend this Contract to be between and for the benefit of each other.

PART II. STOP LOSS COVERAGE

(Check the applicable provisions for A. and B.)

A. **X** Individual Stop Loss: BCBSNE will reimburse the Group for 100% of any excess over the Individual Stop Loss Amount, if, during the Contract Term, the total amount of eligible Net Paid Claims for any Covered Person exceeds the Individual Stop Loss Amount of **$225,000**. This reimbursement will be made the month after such Individual Stop Loss Amount is exceeded. In addition, any final adjustment will be included following the end of the Term, subject to the applicable stop loss reimbursement terms. The Individual Stop Loss Amount is subject to the Total Benefits maximum, if any as indicated in the Benefit Plan Document.

The Individual Stop Loss does not apply to claims incurred under dental coverage or coverage secondary or supplemental to Medicare, to expenses incurred for Covered Services over the Individual’s total benefits payable, or to ineligible claims.

The Group has elected to Laser the following individual(s) at the deductible indicated below:

<table>
<thead>
<tr>
<th>Individual</th>
<th>Social Security Number</th>
<th>Laser Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The stated Laser Deductible supersedes the Individual Stop Loss Amount for each individual listed above.

1. Claims eligible for reimbursement under Individual Stop Loss must be incurred on or after October 1, 2016 and before October 1, 2019. In addition, eligible claims must be paid on or after October 1, 2018 and before October 1, 2019.

2. Coverages eligible for Individual Stop Loss coverage include:
   - **X** Medical claims
   - **X** Prescription drug claims

3. The Group has elected an Aggregating Specific Stop Loss deductible. The Aggregating Specific Stop Loss deductible is **$100,000**. All eligible claims for Covered Persons exceeding the Individual Stop Loss Amount will be combined for the purposes of satisfying the
Aggregating Specific Stop Loss deductible. No payment will be made under Part A until both the Individual Stop Loss and Aggregating Specific Stop Loss have been met.

B. **Aggregate Stop Loss**: BCBSNE will reimburse the Group for 100% of any excess over the Aggregate Stop Loss Amount, if the total amount of Net Paid Claims exceeds such Aggregate Stop Loss Amount unless otherwise indicated below. Claims reimbursed in A. above or used to satisfy an aggregating specific and/or Lasered deductible(s), will be deducted from the Net Paid Claims when determining this liability. This reimbursement will be subject to the Aggregate Stop Loss reimbursement terms noted in 5. below. The Aggregate Stop Loss does not apply to claims incurred under dental or coverage secondary or supplemental to Medicare, or to expenses incurred for Covered Services over the Covered Person’s total benefits payable.

1. Claims eligible for reimbursement under Aggregate Stop Loss must be incurred on or after October 1, 2016 and before October 1, 2019. In addition, eligible claims must be paid on or after October 1, 2018 and before October 1, 2019.

2. The **Initial Aggregate Composite Factor** and the **Minimum Aggregate Claim Liability** of the Group shall be based on the factors, at the beginning of the Contract Term, as follows:

   a. Stop Loss corridor: 125 %
   b. Expected average enrollment during each month of the Contract Term: 264
   c. Initial Monthly Aggregate Composite Factor to be used per employee (to include COBRA subscribers and retirees) for determination of liability under this Aggregate Stop Loss: $2,090.69
   d. Minimum Aggregate Claim Liability during each month of the Contract Term: (2.b. x 2.c. x 90%) $496,748

3. The Minimum Aggregate Stop Loss Amount is the minimum amount of aggregate claim liability and will never be less than the monthly amount calculated in B.2.d. above.

4. The **Final Aggregate Stop Loss Liability** of the Group shall be calculated as follows, at the end of the Contract Term, not to be less than the cumulative Minimum Aggregate Claim Liability of the Group as set forth in section B.2. above.

   a. Cumulative number of enrolled employees (to include COBRA subscribers and retirees) during each month of the Contract Term: To be determined
   b. Total factor to be used per employee (to include COBRA subscribers and retirees) for determination of liability under the Aggregate Stop Loss, as indicated in 2.c. above: $2,090.69
   c. Final Aggregate Stop Loss Liability (4.a. x 4.b.): To be determined

5. Aggregate Reimbursement: Aggregate reimbursement by BCBSNE to the Group will occur at the end of the Contract Term if the Net Paid Claims, less any claims reimbursement made under the Individual Stop Loss, exceed the Final Aggregate Stop Loss Amount.

6. Claims for the Lasered individuals listed in A. above, will be included in the Aggregate Claim Liability up to the Group’s Individual Stop Loss Amount only; not to the individual(s) Lasered deductible.
7. After the end of the Contract Term, BCBSNE will provide the Group with a summary report which includes a comparison between the final Aggregate Stop Loss Amount and the final Net Paid Claims and Administrative Service Fee, if applicable. Adjustments made to the Group’s liability pursuant to this Contract, including credits previously provided using the Initial Stop Loss Amount, will be reported and made at this time.

C. The Group has elected to exclude the following classes or departments from Stop Loss coverage: N/A.

D. Payments made for disputed claims which are paid at the specific direction of the Group, under the Administrative Services Agreement, despite BCBSNE’s determination that such payment is inconsistent with the Plan, are not chargeable payments within the terms of this Contract.

PART III. COMPENSATION

A. Individual Stop Loss premium: $126.77 per employee (to include COBRA subscribers and retirees)/retiree per month.

B. Aggregate Stop Loss premium: $11.00 per employee (to include COBRA subscribers and retirees)/retiree per month.

PART IV. GENERAL PROVISIONS

A. CANCELLATION OF CONTRACT: This Contract may be cancelled by either party, without cause, but any such cancellation shall only be effective commencing with the first day of the month at least 60 days following written notice to the other party. This Contract shall be cancelled immediately upon written notice by BCBSNE to the Group, should the Group fail, refuse or neglect to meet any of its financial obligations hereunder. Termination shall not affect any claim for Covered Services provided before the effective date of termination.

Cancellation or termination of the Administrative Services Agreement, whether during the Contract Term or at its conclusion, shall also terminate this Contract. There is no limit to the extent of the Group’s liability for claims processed by BCBSNE after the date of said termination.

B. CERTAIN DEFENSES: All statements, in the absence of fraud, made by the Group will be deemed representations and not warranties. Neither the acceptance of premium nor the payment of claims shall constitute a waiver of available defenses.

C. CONFIDENTIALITY: The Group is responsible for keeping confidential records. These records are to be kept in a way that will assure the privacy of the Covered Persons’ medical and other personal information.

The Group agrees that any information that the Group has or reviews will be used only for the purpose of administering this Contract. In the event that the Group discloses any such information to a third party assisting in the administration of this Contract, the Group is responsible for obtaining a written agreement from the third party restricting further disclosure or use for any purpose other than providing such service.

D. CONFORMITY WITH STATUTES: Any Contract provision which on its effective date, is in conflict with the law of the federal government or the state of Nebraska is hereby amended to conform to the minimum requirements of such law.
E. FRAUD OR MISREPRESENTATION: Coverage hereunder may be canceled for fraud or intentional misrepresentation about a claim or eligibility for this coverage. Written notice will be sent by certified mail to the Covered Person at his or her last-known address as shown by the membership records and shall be effective the date notice is mailed.

Additionally, if a misrepresentation is made in connection with enrollment and that fact is discovered within two years of the enrollment, coverage may be rescinded and the Covered Person would not be eligible for benefits. The amount of premiums paid for coverage will be reduced by any benefits that were paid and will be refunded to you. If benefits paid exceed premiums received, BCBSNE may recover the difference.

F. GRACE PERIOD, CANCELLATION: A 31-day grace period is allowed after the due date for payment each month. The Contract remains in force if the payment is received during that 31-day grace period. If payment is not received during the 31-day grace period, the Contract is canceled as of midnight of the last day for which premiums have been paid. No payment shall be made for Covered Services provided after the effective date of cancellation of this Contract and refunds of claims paid will be required for the period of time that no premiums were paid to BCBSNE.

G. INDEPENDENT CORPORATION: The Group, on behalf of itself and its participants, hereby expressly acknowledges its understanding that this Contract constitutes a contract solely between the Group and BCBSNE, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting BCBSNE to use the Blue Cross and/or Blue Shield Service Marks and that BCBSNE is not contracting as the agent of the Association. The Group, on behalf of itself and its participants, further acknowledges and agrees that it has not entered into this Contract based upon representations by any person other than BCBSNE and that no person, entity, or organization other than BCBSNE shall be held accountable or liable to the Group for any of BCBSNE’s obligations created under this Contract. This paragraph shall not create any additional obligations whatsoever on the part of BCBSNE other than those obligations created under other provisions of this Contract.

H. LEGAL ACTIONS: Legal action to recover under the Contract cannot be brought for at least 60 days after written proof of loss is given to BCBSNE. Nor can a legal action begin after three years from the date written proof of loss is required.

I. LIMITATIONS OF DAMAGES: The entire liability of BCBSNE shall not exceed the amount of benefits provided by this Contract, regardless of the form of the action. In no event shall Blue Cross and Blue Shield of Nebraska be liable for consequential, incidental, special or indirect damages regardless of whether it has been advised of the possibility of such damages.

J. MODIFICATIONS: This Contract may be modified:

1. by mutual agreement between the Group and BCBSNE;
2. at renewal at BCBSNE’s discretion; or
3. any time at BCBSNE’s discretion if the same modification is made for all employer groups with the same contract form and plan design.

Any modification must be in writing and signed by an officer of Us.

K. NOTICE OF CLAIM: A proof of loss must be filed with BCBSNE within 90 days after the claim was incurred, or as soon thereafter as reasonably possible. The Group shall submit, on a timely basis, all proofs, reports or any other supporting documentation requested by BCBSNE.
L. **SUBROGATION:** The Group agrees to repay BCBSNE for amount recovered through subrogation or workers’ compensation, even if the recovery is received after the Contract Term. Subrogation recoveries, as described in the Administrative Services Agreement, will be applied first to the appropriate Stop Loss Amount and, subsequently, to the Group’s claim liability.

M. **ANNUAL MEETING:** When this Contract becomes effective, You become a member of GoodLife Partners Inc., a mutual insurance holding company and the overall parent company of Blue Cross and Blue Shield of Nebraska, Inc., which is to be distinguished from a member of an association as is referred to in this Contract. You have the right to vote at the Annual Meeting of members held at the Blue Cross and Blue Shield of Nebraska home office in Omaha. The Meeting is held at 4:00 p.m. on the last Monday of March each year. If You do not attend the meeting, You may appoint another member as Your proxy to vote for You. To have another person vote for You, You must appoint that person in writing and file that appointment with Us at least five days before the meeting. If You do not attend the meeting, and do not appoint another person as Your proxy, the Chairperson of the Board of Directors, or in the absence of the Chairperson, a person the Chairperson appoints, will be Your proxy to vote for You on all matters coming before the meeting. This proxy will be valid as long as this Contract remains in force, unless You revoke it.

**PART V. DEFINITIONS**

**Administrative Services Agreement:** The agreement entered into between the Group and BCBSNE for administration of the Group’s self-insured, or partially self-insured, health care programs for eligible employees.

**Administrative Service Fee:** The fee for BCBSNE’s services as stated in the Administrative Services Agreement which includes fees for all persons who have elected to continue membership in the Group pursuant to COBRA continuation coverage.

**Benefit Plan Document:** The document which controls all coverage and benefit determinations. The Benefit Plan Document includes the Administrative Services Agreement and attachments, Client Profile, and the Summary Plan Description and attachments.

**Contract Term:** The time period in which this Contract is in effect as indicated in the Administrative Services Agreement.

**Covered Person:** Any person entitled to benefits for Covered Services pursuant to the Benefit Plan Document administered by BCBSNE.

**Covered Services:** Hospital, medical or surgical procedures, treatments, drugs, supplies, or other health or dental care, including any single service or combination of services, for which benefits are payable while the Administrative Services Agreement and Benefit Plan Document are in effect, unless otherwise specified.

**Group:** The employer or association which establishes and maintains a health care program for its employees or members.

**Incur(red):** The date on which Covered Services were provided to a Covered Person pursuant to the Benefit Plan Document.

**Laser(ed):** Providing higher or no limit stop loss coverage for certain individuals in order to maintain a lower Individual Stop Loss level or premium for the Group. If applicable, the Lasered individuals are listed in Part II.A. above.
**Net Paid Claims:** The amount paid, determined after subtraction of any discount and other adjustments made to the allowable charge, for Covered Services; pursuant to the contractual provision between BCBSNE and the contracting providers, or in accordance with other Benefit Plan Document provisions. The Group’s Net Paid Claims will not be reduced by the amount of the Group’s Rx rebates, regardless of whether or not the Group retained the Rx rebates.

**Plan:** A self-funded plan of benefits which a plan sponsor provides for eligible employees and their dependents.

**Total Benefits:** The total amounts payable under the Benefit Plan Document for expenses incurred for Covered Services provided while the Benefit Plan Document is in effect.

**You, Your:** The Group.

---

City of Fremont (PLAN SPONSOR / THE GROUP)

By ______________________________

Signature

______________________________

Title

______________________________

Address

City: __________________________ 
State: ______________ Zip Code: ____________

Date: __________________________

BLUE CROSS AND BLUE SHIELD OF NEBRASKA (BCBSNE)

By ______________________________

Signature

______________________________

Title

Mailing Address: P.O. Box 3248
Omaha, NE 68180-0001

Date: __________________________
RESOLUTION NO. 2019-125

A Resolution of the City Council of the City of Fremont, Nebraska approving the Stop Loss Policy for the 2018-2019 plan year with Blue Cross Blue Shield of Nebraska.

WHEREAS, the City of Fremont City Council approved renewal of stop loss coverage for the 2018 – 2019 plan year with Blue Cross Blue Shield of Nebraska; and,

WHEREAS, Blue Cross Blue Shield of Nebraska requires that a policy document/contract be signed for this coverage,

NOW, THEREFORE BE IT RESOLVED, the Mayor and City Council authorize execution of the Stop Loss Contract effective October 1, 2018.

PASSED AND APPROVED THIS 9TH DAY OF JULY, 2019.

______________________________
Scott Getzschman, Mayor

ATTEST:

______________________________
Tyler Ficken, City Clerk

Background: BestCare EAP is the City of Fremont’s Employee Assistance Provider. Through BestCare, we are able to offer our employees and their eligible family members’ immediate, free, and confidential access to professional counselors who can assist with a variety of work and personal issues. The City is also able to offer a wide range of onsite and web based training for employees as part of our contract. We also have access to additional training, onsite support, and various other services as a member organization.

This has been a valuable resource for our employees and their families to be able to access help, as our utilization rates continue to be well above average.

Fiscal Impact: None.
June 3, 2019

Jennifer McDuffee  
City of Fremont  
400 E Military Avenue  
Fremont, NE 68025

Dear Jennifer:

Our records indicate that year four of your four year Best Care EAP service agreement will begin on August 1, 2019. Your annual service update and current location listing are enclosed. Please mark your renewal choice, sign and return, along with your updated location listing (city, state and number of employees at each) to our Office Manager, at Lisa.Sprouse@BestCareEAP.org no later than July 15, 2019. Please let us know if there are changes to your eligibility requirements of those who can utilize the EAP benefit. If your current EAP contract does not include onsite hours (for Critical Incident Response and/or Essential Training Programs), and you would like to add this or increase your yearly hours, please contact a Best Care representative to discuss options.

Best Care EAP has made some exciting additions to our already comprehensive portfolio. Some worth mentioning are:
1. Two new ½ day Bootcamps for 2019: Identifying and Preventing Compassion Fatigue and Change Management.
2. 5 new Essential Training Programs for 2019.
3. Enhanced quarterly, annual and survey reporting.
4. Wallet Wellbeing 6-week training series and individual counseling by a certified financial social worker.
5. Targeted resource options for Physicians and other medical professionals.
6. Vendor collaboration and strategic positioning for population health management.
7. Multiple ways to access a clinician with 24/7 on-call service availability.
8. Communication strategies with internal coordinators for further promotion of Best Care EAP.

There is no need to send payment at this time. We will bill you later. If you have any questions regarding your renewal, or are interested in additional resources to help promote Best Care EAP services in your organization, please let us know. We are invested in helping you experience the very best value in EAP services!

Sincerely,

Robyn Burnett  
Manager Account/Education Services
City of Fremont
Best Care EAP Annual Service Update
August, 2019

This update amends the Employer Agreement between Nebraska Methodist Health System, dba Best Care Employee Assistance Program, and City of Fremont effective August 1, 2016.

**Total Eligible Employee Headcount** for 2019 is __________

**Multiple Year Renewal Fee:** $19.75 pepy at your current level of service

If you are interested in upgrading/increasing your service package, please check your area(s) of interest below:

- Additional counseling sessions
- Additional onsite service hours

**Addition of Enhanced Services**

- Yes, please add the *Enhanced* Legal & Financial Services for an additional $1.00 pepy ($100 minimum)
- Yes, please add the *Enhanced* Dependent Care Information & Referral Services for an additional $1.00 pepy ($100 minimum)
- No, not at this time

*pepy=per employee per year*

**I would like more information about:**

- Management Consultation
- Coaching for organization leaders
- Training grant writing assistance (State of Nebraska only)
- Customized work group development/conflict resolution

__________________________________________ ________________________
Authorized Employer EAP Coordinator                                         Date

Please return this form and your updated Location Listing to Lisa.Sprouse@BestCareEAP.org by July 15, 2019.
RESOLUTION NO. 2019-126

A Resolution of the City Council of the City of Fremont, Nebraska approving the Best Care EAP Annual Service Update for August 2019.

WHEREAS, the City of Fremont utilizes Best Care EAP for employee assistance services; and,

WHEREAS, our annual service agreement expires July 31, 2019,

NOW, THEREFORE BE IT RESOLVED, the Mayor and City Council authorize execution of the Best Care EAP Annual Service Update for August 2019.

PASSED AND APPROVED THIS 9TH DAY OF JULY, 2019.

______________________________
Scott Getzschman, Mayor

ATTEST:

_________________________
Tyler Ficken, City Clerk
STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Tyler Ficken, City Clerk
DATE: July 9, 2019
SUBJECT: Airport Advisory Board appointments

**Recommendation:** Move to approve the recommendation of the Mayor to re-appoint Ron Spahni to a term on the Airport Advisory Board ending June 2022.

Move to approve the recommendation of the Mayor to re-appoint Tom Randall to a term on the Airport Advisory Board ending June 2022.

Background: Appointments will be for three-year terms.
STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: July 9, 2019

SUBJECT: Utility and Infrastructure Board appointment

Recommendation: Move to approve the recommendation of the Mayor to re-appoint David Shelso to a term on the Utility and Infrastructure Board ending June 30, 2024

Background: Appointment will be for a five-year term.
STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Tyler Ficken, City Clerk
DATE: July 9, 2019
SUBJECT: Appointments to Local Option Review Team

Recommendation: Move to approve the recommendation of the Mayor to re-appoint Rol Horeis to a term ending June 2021.

Move to approve the recommendation of the Mayor to re-appoint Barry Benson as Greater Fremont Development Council's appointment to a term ending June 2021.

Background: Appointment will be for a two-year term
STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: July 9, 2019

SUBJECT: Cement/Asphalt/Excavate Work License Application

Recommendation: Move to approve the Cement/Excavation worker license application as presented subject to fulfillment of all licensing requirements

Background: Cement/Excavation workers are required to apply for their first license with the City Council as there is not an examination given. There is no need to reapply with the City Council as long as the applicant keeps their license in force every year. Licensed cement/asphalt/excavate workers have a 60-day grace period to renew their license after April 1st of every year.

<table>
<thead>
<tr>
<th>Business</th>
<th>Applicant</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frost FiberTech Inc.</td>
<td>Chad Frost</td>
<td>Cement &amp; Excavation Work</td>
</tr>
</tbody>
</table>
TO THE FREMONT MAYOR AND COUNCIL:

The undersigned does hereby make application for license as __Concrete, Excavation__
License should be issued to __Frost FiberTech Inc__
License shall be used by applicant as the sole owner of business, which will be conducted under the name of
__Chad Frost__ at __12114 County Road 25 Blair NE 68008__
(If applicant is not sole owner, set out the other owners: ___________________________)

Applicant telephone number at place of business or where can be reached __402-660-5554__

To enable the Mayor and Council to determine whether an applicant possesses the necessary qualifications to obtain said license, applicant, under oath does hereby state:

I have had __20__ years of practical experience in this type of work at the following places (Cover the last five years)

__American Broadband - General Contractor for 5 years__
__Cox Cable work for 9 years__
__Dirt County Public Power / Cummings County Power - Direcional Pacing__

I have the following technical education: __Ditch Witch Excavation School / UNL__

I give you the following references: __Cummings County / ABB Blair / Dirt County Power__

Applicant agrees to comply with all licensing requirements should Council approve this application.
Applicant agrees to comply with and is willing to be governed, in all respects, by the ordinances and laws now in effect or to be hereafter adopted by the City of Fremont.

**IMPORTANT!** After obtaining your license, please go to the 3rd floor of Municipal Building to obtain the rules and regulations concerning concrete work.

Dated __July 3, 2019__

Signature
STAFF REPORT

TO: Honorable Mayor and City Council
FROM: David Goedeken, P.E., Director of Public Works
DATE: July 9, 2019
SUBJECT: Airport Agency Agreement, Fremont Airport Terminal Apron Project


Background: The City of Fremont has been working with the FAA and the NDOT to complete the programming and design of the proposed Fremont Municipal Airport Terminal Apron Project. The project is identified in the Airport Layout Plan and recently approved by the Airport Advisory Board, NDOT, and FAA.

This Resolution authorizes the Mayor to sign the “Agency Agreement” with the FAA and NDOT for the construction of the Terminal Apron Project at the Fremont Airport.

Fiscal Impact: This is a Federally Funded Project, the City of Fremont’s financial obligation is 10% of the project cost, which will be included in the 2019-2021 Capital Improvement Plan. The estimated project cost is approximately $2,500,000.00.
AGENCY AGREEMENT

Project No. 3-31-0029-012-2019

This is an agreement between the City of Fremont, Nebraska, hereinafter referred to as the "Airport Sponsor" and the Nebraska Department of Transportation, Aeronautics Division, hereinafter referred to as the "Department," made and entered into in accordance with, and for the purpose of, complying with the laws of the State of Nebraska.

The Airport Sponsor desires to develop the Fremont Municipal Airport and to use federal airport aid funds available for that purpose. Therefore, the Airport Sponsor hereby designates the Department as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2016), and the Department hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

It is mutually understood and agreed between the parties that the Airport Sponsor has submitted to the Department its proposed project for the development of said airport, and that such project has been approved by the Department, in accordance with §3-239, Neb. Rev. Stat. (Reissue 2016).

The Airport Sponsor hereby warrants, undertakes and agrees that if the Federal Aviation Administration makes a grant offer, and the Airport Sponsor executes a Grant Agreement, it will develop and manage said airport in the manner set forth in the Grant Agreement and abide by the conditions, rules and regulations of the Federal Aviation Administration.

The terms and conditions of this Agency Agreement and the respective duties, undertakings and agreements of the parties with respect to this Agency Agreement and with respect to the project of airport development, are as follows:

A. The Department shall accept, receive, receipt for, and disburse all funds granted by the United States for airport aid in accordance with federal laws, rules and regulations and in accordance with §3-101 to §3-154 and §3-239, Neb. Rev. Stat. (Reissue 2016), as the agent of the Airport Sponsor.

B. Upon receipt of such federal funds, the Department shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

FIRST: If the Department advances funds to the Airport Sponsor as the equivalent of the United States' share of allowable project cost, the Department shall reimburse itself for any such advancement out of such federal funds thereafter received.

SECOND: The Department shall cause the balance of such federal funds due the Airport Sponsor to be paid promptly to the Airport Sponsor.

C. The Department shall maintain accurate records of all the funds received and expended by it in connection with the project. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration and their authorized representatives in the offices of the

- Exhibit B -

4-2018
Department at all reasonable times.

D. The Airport Sponsor reserves the right, power and authority to execute the Application for Federal Assistance, the federal Grant Agreement, all construction and engineering contracts, all agreements related to the purchase of land and all amendments to these items. Aside from the matters so reserved, the Department shall, as agent for the Airport Sponsor, process, execute and submit to the Federal Aviation Administration all papers, forms and documents required by that agency for the approval, carrying out and completion of the project.

E. The Airport Sponsor agrees to reimburse the Department for its administrative costs of furnishing all services performed by it as agent of the Airport Sponsor, including, but not limited to, the services set forth in the attached Exhibit A, "Administrative Services". Departmental administrative costs charged to the project are considered allowable costs for federal and state participation. These costs will be charged according to the "Schedule of Fees and Charges" shown in the attached Exhibit B, which schedule shall be subject to change upon notification in writing by the Department to the Airport Sponsor.

As used herein, the following words, terms and phrases shall have the meanings herein given:

"Application for Federal Assistance" means the document prepared as the formal application submitted to the Federal Aviation Administration for a grant of federal funds.

"Develop" means to plan, construct or improve the airport as defined in the Application for Federal Assistance.

"Project" means a plan of action for the accomplishment of specific airport developments.

"Grant Agreement" means the contract between the United States of America and the Airport Sponsor in which the Federal Aviation Administration, on behalf of the United States, agrees to pay a portion of the allowable costs of the project.

Executed by the Nebraska Department of Transportation, Aeronautics Division this 27 day of June, 2019.

[Signature]
Deputy Director

Executed by the Airport Sponsor this ___ day of _____________________, 2019.

[Signature]
Clerk

[Signature]
Mayor

- 2 -

F:\ingr\Agency Agreement\Agency Agreements by Airport\Fremont\FOE 12 (403)\FRT 012.403 Agcy Agr w Results.doc
EXHIBIT A
AGENCY AGREEMENT
ADMINISTRATIVE SERVICES

1. Conduct airport site inspections.

2. Review and secure federal approval of Airport Layout Plans (ALP).

3. Prepare and process CIP Data Sheets and related documents used to request an allocation of federal funds, if requested by the Sponsor.

4. Assist in the preparation and processing of Environmental Impact Statements and other environmental studies.

5. Review and process land acquisition documents, title opinions, sponsor certifications and audit reports.

6. Prepare an independent cost analysis of consultant costs, if requested by the Sponsor.

7. Prepare a Disadvantaged Business Enterprise (DBE) Program, if requested by the Sponsor and represent the Sponsor in the DBE Unified Certification Program.

8. Review, process, and secure federal approval of all contracts and agreements, change orders and amendments to these agreements.

9. Attend pre-design conferences and conduct design (plan-in-hand) inspections.

10. Review and process the plans, specifications, special provisions and contract documents. Provide U.S. Labor Department wage rate determinations.

11. Attend prebid and preconstruction conferences.


13. Process Grant Agreements and amendments.

14. Review periodic pay estimates and forward federal funds to the Airport Sponsor.

15. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.

16. Conduct or participate in periodic and final inspections.

17. Prepare and/or process other federal documents not otherwise specifically covered above.
EXHIBIT B
AGENCY AGREEMENT
SCHEDULE OF FEES AND CHARGES

A. Salary Costs. Charges will be the monthly rate worked times an overhead/benefits factor for the following positions:

<table>
<thead>
<tr>
<th>Position</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer VI</td>
<td>Engineering Associate (all)*</td>
</tr>
<tr>
<td>Engineer V</td>
<td>Engineering Aide (all)*</td>
</tr>
<tr>
<td>Engineer IV</td>
<td>Accountant (all)</td>
</tr>
<tr>
<td>Engineer III</td>
<td>Accounting Clerk*</td>
</tr>
<tr>
<td>Engineer II*</td>
<td>Attorney (all)</td>
</tr>
<tr>
<td>Engineer I*</td>
<td>Drafter (all)*</td>
</tr>
</tbody>
</table>

The overhead/benefits factor will be determined annually based on an audit using the methodology contained within Appendix VII to 2 CFR Part 200 – States and Local Governments and Indian Tribe Indirect Proposals (formerly found in OMB A-87).
* Employees in these positions receive time and one half for time worked over 40 hours per week.

B. Living Costs and Outside Expenses. Actual.

Charges will be actual expenses and shall include meals, lodging, telephone calls, etc. normally paid by Department.

C. Materials, Supplies, & Rental Equipment. Actual.

Charges will be actual costs and shall be charged in accordance with invoices, billings, contracts or agreements.

D. Transportation. Actual.

Charges will be those established by Department policy for all users for operating a state automobile or using a state aircraft.
June 27, 2019

Brian Newton, Interim City Administrator
City of Fremont
400 East Military Ave
Fremont, NE 68025-5141

Subject: Fremont Municipal Airport
Fremont, Nebraska
AIP Project No. 3-31-0029-012-2019 (A03)
Agency Agreement

Dear Mr. Newton:

Currently, we do not have an Agency Agreement on file for this project; therefore, enclosed are three (3) copies of an agency agreement for this project. This agreement allows the department to act as the airport's agent for (this/these) project(s), as required by state law.

In addition, two (2) copies of a resolution for this project are also enclosed for the City's action. Please return two signed agreements and one resolution for this project.

Sincerely,

Kai Yueh Chin, E.I.
Project Engineer
NDOT Division of Aeronautics
Resolution No. ______________________

EXTRACT FROM THE MINUTES OF AN OFFICIAL MEETING OF THE CITY COUNCIL OF FREMONT, NEBRASKA, SPONSOR OF FREMONT MUNICIPAL AIRPORT, HELD ON ____________, 2019.

The following resolution was introduced by ________________, read in full, seconded by ________________, and considered:

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGENCY AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION FOR PROJECT NO. 3-31-0029-012-2019 TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL ASSISTANCE FOR THE DEVELOPMENT OF THE AIRPORT:

Be it resolved by the Mayor and members of the City Council of Fremont, Nebraska, that:

1. The City of Fremont shall enter into an Agency Agreement with the Department of Transportation, Aeronautics Division for Project No. 3-31-0029-012-2019 for the purpose of obtaining Federal assistance in the development of the Airport and that such agreement shall be set forth hereinbelow.

2. The Mayor of the City of Fremont is hereby authorized and directed to execute said Agency Agreement on behalf of the City of Fremont, and the City Clerk is hereby authorized to attest said execution.

3. The said agreement, referred to hereinabove, is inserted in full and attached herewith, and made a part hereof as Exhibit "O".

Upon calling for a vote on the resolution, ____ voted yea, and ____ voted nay, and the resolution therefore was declared passed and approved on ______________________, 2019.

ATTEST: __________________________________________   ______________________________
                   Clerk                                           Mayor

F:/eng-Agency Agreement/Agreement Agreements by Airport/Fremont/035 11 (003) EST 012 A03 Agcy Agr w Resolution.docx
AGENCY AGREEMENT

Project No. 3-31-0029-012-2019

This is an agreement between the City of Fremont, Nebraska, hereinafter referred to as the "Airport Sponsor" and the Nebraska Department of Transportation, Aeronautics Division, hereinafter referred to as the "Department," made and entered into in accordance with, and for the purpose of, complying with the laws of the State of Nebraska.

The Airport Sponsor desires to develop the Fremont Municipal Airport and to use federal airport aid funds available for that purpose. Therefore, the Airport Sponsor hereby designates the Department as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2016), and the Department hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

It is mutually understood and agreed between the parties that the Airport Sponsor has submitted to the Department its proposed project for the development of said airport, and that such project has been approved by the Department, in accordance with §3-239, Neb. Rev. Stat. (Reissue 2016).

The Airport Sponsor hereby warrants, undertakes and agrees that if the Federal Aviation Administration makes a grant offer, and the Airport Sponsor executes a Grant Agreement, it will develop and manage said airport in the manner set forth in the Grant Agreement and abide by the conditions, rules and regulations of the Federal Aviation Administration.

The terms and conditions of this Agency Agreement and the respective duties, undertakings and agreements of the parties with respect to this Agency Agreement and with respect to the project of airport development, are as follows:

A. The Department shall accept, receive, receipt for, and disburse all funds granted by the United States for airport aid in accordance with federal laws, rules and regulations and in accordance with §3-101 to §3-154 and §3-239, Neb. Rev. Stat. (Reissue 2016), as the agent of the Airport Sponsor.

B. Upon receipt of such federal funds, the Department shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

FIRST: If the Department advances funds to the Airport Sponsor as the equivalent of the United States' share of allowable project cost, the Department shall reimburse itself for any such advancement out of such federal funds thereafter received.

SECOND: The Department shall cause the balance of such federal funds due the Airport Sponsor to be paid promptly to the Airport Sponsor.

C. The Department shall maintain accurate records of all the funds received and expended by it in connection with the project. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration and their authorized representatives in the offices of the
Department at all reasonable times.

D. The Airport Sponsor reserves the right, power and authority to execute the Application for Federal Assistance, the federal Grant Agreement, all construction and engineering contracts, all agreements related to the purchase of land and all amendments to these items. Aside from the matters so reserved, the Department shall, as agent for the Airport Sponsor, process, execute and submit to the Federal Aviation Administration all papers, forms and documents required by that agency for the approval, carrying out and completion of the project.

E. The Airport Sponsor agrees to reimburse the Department for its administrative costs of furnishing all services performed by it as agent of the Airport Sponsor, including, but not limited to, the services set forth in the attached Exhibit A, "Administrative Services". Departmental administrative costs charged to the project are considered allowable costs for federal and state participation. These costs will be charged according to the "Schedule of Fees and Charges" shown in the attached Exhibit B, which schedule shall be subject to change upon notification in writing by the Department to the Airport Sponsor.

As used herein, the following words, terms and phrases shall have the meanings herein given:

"Application for Federal Assistance" means the document prepared as the formal application submitted to the Federal Aviation Administration for a grant of federal funds.

"Develop" means to plan, construct or improve the airport as defined in the Application for Federal Assistance.

"Project" means a plan of action for the accomplishment of specific airport developments.

"Grant Agreement" means the contract between the United States of America and the Airport Sponsor in which the Federal Aviation Administration, on behalf of the United States, agrees to pay a portion of the allowable costs of the project.

Executed by the Nebraska Department of Transportation, Aeronautics Division this ___ day of _____________, 2019.

(SEAL)

________________________________________
Deputy Director

Executed by the Airport Sponsor this ___ day of _____________, 2019.

________________________________________
Clerk

________________________________________
Mayor
EXHIBIT A
AGENCY AGREEMENT
ADMINISTRATIVE SERVICES

1. Conduct airport site inspections.

2. Review and secure federal approval of Airport Layout Plans (ALP).

3. Prepare and process CIP Data Sheets and related documents used to request an allocation of federal funds, if requested by the Sponsor.

4. Assist in the preparation and processing of Environmental Impact Statements and other environmental studies.

5. Review and process land acquisition documents, title opinions, sponsor certifications and audit reports.

6. Prepare an independent cost analysis of consultant costs, if requested by the Sponsor.

7. Prepare a Disadvantaged Business Enterprise (DBE) Program, if requested by the Sponsor and represent the Sponsor in the DBE Unified Certification Program.

8. Review, process, and secure federal approval of all contracts and agreements, change orders and amendments to these agreements.

9. Attend pre-design conferences and conduct design (plan-in-hand) inspections.

10. Review and process the plans, specifications, special provisions and contract documents. Provide U.S. Labor Department wage rate determinations.

11. Attend prebid and preconstruction conferences.


13. Process Grant Agreements and amendments.

14. Review periodic pay estimates and forward federal funds to the Airport Sponsor.

15. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.

16. Conduct or participate in periodic and final inspections.

17. Prepare and/or process other federal documents not otherwise specifically covered above.
EXHIBIT B
AGENCY AGREEMENT
SCHEDULE OF FEES AND CHARGES

A. Salary Costs. Charges will be the monthly rate worked times an overhead/benefits factor for the following positions:

Engineer VI
Engineer V
Engineer IV
Engineer III
Engineer II*
Engineer I*

Engineering Associate (all)*
Engineering Aide (all)*
Accountant (all)
Accounting Clerk*
Attorney (all)
 Drafter (all)*

The overhead/benefits factor will be determined annually based on an audit using the methodology contained within Appendix VII to 2 CFR Part 200 – States and Local Governments and Indian Tribe Indirect Proposals (formerly found in OMB A-87).

* Employees in these positions receive time and one half for time worked over 40 hours per week.

B. Living Costs and Outside Expenses. Actual.

Charges will be actual expenses and shall include meals, lodging, telephone calls, etc. normally paid by Department.

C. Materials, Supplies, & Rental Equipment. Actual.

Charges will be actual costs and shall be charged in accordance with invoices, billings, contracts or agreements.

D. Transportation. Actual.

Charges will be those established by Department policy for all users for operating a state automobile or using a state aircraft.
RESOLUTION NO. 2019-127

A Resolution of the City Council of the City of Fremont, Nebraska adopting and approving the execution of an Agency Agreement with the Nebraska Department of Transportation, Aeronautics Division for Project No. 3-31-0029-012-2019 to be submitted by the Department the Federal Aviation Administration to Obtain Federal Assistance for the Development of the Airport.

WHEREAS, The City of Fremont shall enter into an Agency Agreement with the Department of Transportation, Aeronautics Division for Project No. 3-31-0029-012-2019 for the purpose of obtaining Federal assistance in the development of the Airport and that such agreement shall be set forth below.

WHEREAS, The said agreement, referred to here above, is inserted in full and attached herewith, and made a part hereof as Exhibit “O”.

NOW THEREFORE BE IT RESOLVED:

That the Mayor and City Council hereby approve and authorize the Mayor to sign the Agency Agreement with the Department of Transportation, Aeronautics Division for Project No. 3-31-0029-012-2019.

PASSED AND APPROVED THIS 9th DAY OF July, 2019

_____________________________
Scott Getzschman, Mayor

ATTEST:

___________________________
Tyler Ficken, City Clerk
STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Shelly Holzerland, Director of Communications
DATE: July 9, 2019
SUBJECT: Radio System Support Agreement

Recommendation: Move to approve on-site service and maintenance agreement with Douglas County for the Fremont radio tower and console equipment.

Background:
The Fremont Police/Fire radio system that is part of the Omaha Regional Interoperable Network (ORION) is now out of warranty. There is an existing maintenance contract with Motorola that covers parts of the system but the on-site support, monitoring and updating of security needs to be covered. Douglas County has agreed to have their technicians provide on-site maintenance, preventive maintenance, monitoring, and security installations for both the Fremont tower site and the dispatch consoles. As the ORION system administrator, Douglas County has the expertise and the personnel to keep the Fremont sites maintained. Douglas County is the system administrator for ORION and routinely manages the security updates and on-site maintenance for the other members.

Fiscal Impact:
Support and security agreement for PSAP consoles and the Fremont tower site: $12,000 yearly

This equipment is part of the combined city/county PSAP and its costs would be split 35/65 with Dodge County, in accordance with the interlocal agreement. The PSAP board has approved entering the support contract and it has been reviewed by the city attorney.
AGREEMENT

BETWEEN

DOUGLAS COUNTY, NEBRASKA

AND

CITY OF FREMONT, NEBRASKA

RELATING TO LAND MOBILE RADIO SYSTEM

MAINTENANCE
## EXHIBITS

<table>
<thead>
<tr>
<th>Exhibit #</th>
<th>Name</th>
<th>Page(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1(a)</td>
<td>City of Fremont Frequency List</td>
<td></td>
</tr>
<tr>
<td>1(b)</td>
<td>Remote Site Locations</td>
<td></td>
</tr>
<tr>
<td>1(e)</td>
<td>City of Fremont Infrastructure Equipment List attached</td>
<td></td>
</tr>
<tr>
<td>5.4</td>
<td>Items Not Included in Agreement for Maintenance</td>
<td></td>
</tr>
<tr>
<td>5.2</td>
<td>Yearly Maintenance Costs and Technical Support</td>
<td></td>
</tr>
<tr>
<td>5.3</td>
<td>Call Out Procedures, Numbers and Severity Levels</td>
<td></td>
</tr>
</tbody>
</table>
AGREEMENT
BETWEEN DOUGLAS COUNTY, NEBRASKA AND
CITY OF FREMONT, NEBRASKA RELATING TO LAND MOBILE RADIO SYSTEM
MAINTENANCE

THIS AGREEMENT ("Agreement") is entered into this _____ day of _____, 2019
("Effective Date"), by and between DOUGLAS COUNTY, NEBRASKA, a political subdivision
of the State of Nebraska ("DOUGLAS COUNTY"), and CITY OF FREMONT, a political
subdivision of the State of Nebraska ("FREMONT"), (individually a "Party" and, together, the
"Parties").

RECITALS

WHEREAS, DOUGLAS COUNTY is a political subdivision established under the laws
of the State of Nebraska among other functions, carries out emergency response activities through
the Douglas County 911 Center; and

WHEREAS, FREMONT is a political subdivision established under the laws of the State
of Nebraska that, among other functions, carries out emergency response activities through the
FREMONT 911 Center; and

WHEREAS, DOUGLAS COUNTY and FREMONT each require reliable
communications systems to support their activities; and

WHEREAS, DOUGLAS COUNTY, in support of its operations, owns an 800 MHz land
mobile radio system licensed in the Public Safety Radio Service throughout its service territory;
and

WHEREAS, FREMONT operates in support of its emergency response operations a
700/800 MHz land mobile radio system licensed in the Public Safety Radio Service within the
Borders of FREMONT; and

WHEREAS, the Parties wish to enter into a contract to provide maintenance for
FREMONT's Prime Site Equipment, Remote Site Equipment and Radio Console Equipment with
maintenance provided by DOUGLAS COUNTY as provided for herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein
contained and for other good and valuable consideration, the receipt and sufficiency of which is
hereby acknowledged, DOUGLAS COUNTY and FREMONT agree as follows:

1. Definitions. For purposes of this Agreement, the following terms are defined:
   
   (a) "FREMONT Licensed Frequencies" shall mean the communication frequencies in
effect and duly licensed to FREMONT by the Federal Communications Commission ("FCC") and
identified on Exhibit 1(a) hereof.

(b) "Remote Sites" shall mean the communication sites and equipment identified on Exhibit 1(b) hereof, which Exhibit may be updated from time to time by agreement of the parties as provided herein, including but not limited to a corresponding increase to maintenance costs.

(c) "FREMONT System" shall mean the entire 700/800 MHz land mobile radio system operated by City of Fremont in support of its emergency response operations and City of Fremont Sites.

(d) "Force Majeure" shall have the meaning set forth in section 13 hereof.

(e) "FREMONT Infrastructure" shall mean the FREMONT equipment identified on Exhibit 1(e) hereof.

(f) "DOUGLAS COUNTY System" shall mean the entire 700/800 MHz land mobile radio system operated by Douglas County in support of its emergency response operations, including but not limited to the Master Site Equipment (as that term is defined herein) and Douglas County Sites.

(g) "Prime Site Equipment" shall mean the FREMONT equipment identified on Exhibit 1(e)

(h) "Subscriber Units" shall mean each mobile, portable, handset control station and radio consoles that have a specific radio identification number. A single radio console will be treated as one Subscriber Unit for purposes of determining costs.

(i) "Channel(s)" shall mean any available frequency which is determined by the FCC now or that could be licensed in the future – for example, 700 MHz, 800 MHz, 900 MHz, etc.

(j) "Remote Site Equipment" shall mean the remote tower radio infrastructure sites and equipment for FREMONT (including the Remote Sites) on Exhibit I(e).

(k) "Radio User License" shall mean the licenses required by Motorola for each 1000 users.

(l) "Radio Console Equipment" shall mean the dispatch equipment, computers and monitors and the central electronic banks owned by FREMONT and located at FREMONT's PSAP at 725 N. Park Ave.

2. Frequencies and Compliance.

2.1 The FREMONT Licensed Frequencies are in good standing with the FCC.

2.2 Each Party shall remain the licensee of its respective FCC frequencies and the owner of its respective communications system, sites, facilities, equipment and Subscriber Units
during the term of this Agreement. Notwithstanding any other provision in this Agreement, each party shall retain exercise and control over its respective FCC frequencies. Notwithstanding any other provision in this Agreement, each party shall retain and exercise full control and ownership over its respective FCC frequencies, system, sites, facilities, equipment and Subscriber Units.

2.3 Each Party shall be responsible for maintaining its FCC licenses in good standing, and shall be responsible for any legal fees or other costs incurred in connection with its FCC licenses.

2.4 The Parties shall comply with all applicable statutes, ordinances, regulations, administrative or judicial orders, and other legal requirements, including but not limited to regulations and orders of the FCC, and shall cooperate reasonably with each other to maintain such compliance under this Agreement.

3. **Equipment and Infrastructure.**

3.1 FREMONT operates the FREMONT System, including but not limited to the Prime Site Equipment and Remote Sites.

3.2 Each Party shall be responsible for the purchase, replacement and repair of the Subscriber Units required for its own communications operations.

4. Intentionally omitted.

5. **Technical Support and Maintenance.**

5.1 Maintenance. During the Term of this Agreement and upon notice from FREMONT that all applicable warranties have expired, DOUGLAS COUNTY shall provide twenty-four (24) hour, seven (7) days per week service to repair and maintain the Prime Site Equipment, Remote Site Equipment, and Radio Console Equipment in a workmanlike, timely manner pursuant to Severity Level Guidelines set forth in Exhibit 5.3. FREMONT is responsible for obtaining, paying for and providing all parts to be used in the maintenance of the Prime Site Equipment, Remote Site Equipment and Radio Console Equipment.

5.2 Annual Maintenance Fees. During the Term of this Agreement, DOUGLAS COUNTY shall provide maintenance services, including but not limited to twenty-four (24) hour monitoring, for the Prime Site Equipment and the Remote Site Equipment and Radio Console Equipment upon notice from FREMONT that all applicable warranties have expired. This annual maintenance is described in Exhibit 5.2. The Initial Annual Fee of $9,500 is payable by FREMONT in advance upon DOUGLAS COUNTY invoice. Payment is due 15 calendar days after invoice date.

5.2.1 During the Initial Term and any Renewal Term(s) of this Agreement, FREMONT must purchase depot card repair services from Motorola or another vendor for the Prime Site Equipment, Remote Site Equipment, and Radio Console Equipment. If FREMONT elects to
cancel these services, FREMONT shall notify DOUGLAS COUNTY in writing and shall remain responsible for obtaining, paying for and providing all parts to be used in the maintenance of the Prime Site Equipment, Remote Site Equipment and Radio Console Equipment.

5.2.3 After the Initial Annual Fee and thereafter, DOUGLAS COUNTY's cost to provide services to FREMONT pursuant to Section 5.2 shall be adjusted annually, at a rate equal to the general wage increases given to DOUGLAS COUNTY’s employees belonging to IBEW 571 or applicable Collective Bargaining Agreement (CBA) or if no applicable CBA, then equal to the general wage increases given to Douglas County employees at Douglas County Communications.

5.3 "Call out" maintenance procedures for any of the maintenance covered by this section 5 are set forth on Exhibit 5.3 hereto.

5.4 FREMONT shall be responsible for all items listed in Exhibit 5.4 for maintenance.

5.5 FREMONT shall be responsible for all environmental, regulatory, microwave path study requirements, FCC approvals, site leasing agreements and other legal and regulatory requirements with respect to the FREMONT System.

6. **Administration.**

6.1 Subject to each Party's obligation to exercise control over its facilities, the Parties shall cooperate in the administration and operation of the FREMONT System and DOUGLAS COUNTY System and other provisions of this Agreement.

6.2 Each Party shall designate a representative who is familiar with that Party's communication operations (the "Designated Representative").

6.3 Intentionally omitted.

6.4 On an annual basis, the Designated Representatives shall review Section 5.2 and DOUGLAS COUNTY will adjust the costs as provided therein and herein. If the cost adjustment is greater than provided in Section 5.2 or herein, then the Parties will negotiate an appropriate cost adjustment and prepare any necessary amendments.

6.5 During each year of this Agreement, at least one month prior to the anniversary date, DOUGLAS COUNTY shall submit to FREMONT an invoice for annual maintenance payment pursuant to the terms of this Agreement.

6.6 On or before the fifth (5th) day of each month, DOUGLAS COUNTY shall submit to FREMONT for payment a dated invoice setting forth: (a) any charges for services performed or costs incurred by DOUGLAS COUNTY to provide emergency maintenance, repair or replacement for any part of the FREMONT System not otherwise covered in the Agreement; and (b) any other charges owed by FREMONT to DOUGLAS COUNTY pursuant to the terms of this Agreement.
Agreement. FREMONT shall pay all undisputed portions of such invoices within thirty (30) calendar days of the date thereof, and promptly shall notify DOUGLAS COUNTY of any disputed amounts.

6.7 Any decision that will require payment that is not covered in this Agreement shall require a request for the maintenance work from FREMONT. Thereafter, the invoices shall be presented to the respective Parties for payment. Any disputes regarding the invoices that are not resolved by the Designated Representatives shall be subject to the dispute resolution process as set forth herein.

6.8 In the event that a dispute arises under this Agreement, a Party raising such claim shall submit written notice to the other Party, whereupon the Designated Representatives of each Party promptly shall meet in an effort to resolve the dispute. If, after thirty (30) days, no resolution can be reached, then the dispute shall be submitted by the Parties to nonbinding mediation using a neutral mediator selected by the Parties, with the mediator costs to be shared equally by the Parties. The mediation shall be scheduled no later than thirty (30) days after notice (the "Mediation Notice") that the dispute has not been resolved by the Parties. If, within ten (10) days of the Mediation Notice, the Parties cannot agree on the selection of a neutral mediator, or if mediation is not successful within thirty (30) days of the first scheduled date of the mediation, then either Party may initiate an action to adjudicate the dispute in the District Court of Douglas County, Nebraska or for any federal action in Omaha, Nebraska in the United States District Court for the District of Nebraska.

7. Term and Termination.

7.1 Unless sooner terminated in accordance with this Agreement, the initial term of this Agreement shall be five (5) years, commencing on the Effective Date and terminating at midnight on the last day of the month in which the 5th anniversary of the Effective Date shall have occurred ("Initial Term"). This Agreement shall continue in full force and effect after the Initial Term, for consecutive terms of five (5) years each (each term, a "Renewal Term"), for up to four (4) Renewal Terms, unless either party provides notice of termination at least one hundred eighty (180) days prior to the end of the Initial Term or, as applicable, a Renewal Term.

7.2 Intentionally omitted.

7.3 Either DOUGLAS COUNTY or FREMONT may terminate this Agreement upon ninety (90) days written notice in the event of a change in law or FCC action (hereinafter a "Change in Law") that eliminates the ability of the Parties to perform its obligations under this Agreement.

7.4 In the event of termination of the Agreement due to a Change in Law, the Parties agree to cooperate so as to minimize the impact of termination on their operations and to facilitate continuity in the transition. Such termination shall take effect and be completed within two hundred seventy (270) days of notice.
7.5 A Party (the “Terminating Party”) may terminate this Agreement at any time for any reason by providing the other Party (the “Non-terminating Party”) with written notice providing not less than one (1) year notice.

8. **Insurance.**

8.1 **DOUGLAS COUNTY** at its option shall self-insure its liability and workers' compensation risk of loss or to the extent it is not self-insured it will maintain in force throughout the term of this Agreement, insurance as follows: (1) comprehensive general liability insurance with limits of One Million ($1,000,000) Dollars for any number of claims arising out of a single occurrence and Five Million Dollars ($5,000,000.00) for all claims arising out of a single occurrence; and (2) workers' compensation and employer's liability insurance sufficient and proper under the laws of the state of Nebraska. If requested, DOUGLAS COUNTY shall provide proof of its qualification to self-insure by the State of Nebraska.

8.2 **FREMONT** at its option shall self-insure its liability and workers' compensation risk of loss or to the extent it is not self-insured it will maintain in force throughout the term of this Agreement, insurance as follows: (1) comprehensive general liability insurance with limits of One Million ($1,000,000) Dollars for any number of claims arising out of a single occurrence and Five Million Dollars ($5,000,000.00) for all claims arising out of a single occurrence; and (2) workers' compensation and employer's liability insurance sufficient and proper under the laws of the state of Nebraska. If requested, FREMONT shall provide proof of its qualification to self-insure by the State of Nebraska.

9. **Representation and Warranties of DOUGLAS COUNTY.**

9.1 **DOUGLAS COUNTY** warrants to FREMONT that the statements contained in this section 9.1 are true, correct and complete as of the Effective Date of this Agreement:

(a) **Organization of DOUGLAS COUNTY.** DOUGLAS COUNTY is a public corporation and political subdivision duly organized, validly existing, and in good standing under the laws of the State of Nebraska.

(b) **Authorization of Transaction.** DOUGLAS COUNTY has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations under this Agreement.

(c) **Noncontravention.** To the best of DOUGLAS COUNTY's knowledge and belief, neither the execution nor the delivery of this Agreement nor the completion of the obligations or actions of DOUGLAS COUNTY under this Agreement will:

(1) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any federal, state, or local governmental body
with jurisdiction over DOUGLAS COUNTY or any court to which DOUGLAS COUNTY is subject or any provision of DOUGLAS COUNTY's petition for creation or applicable regulations; or

(2) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which DOUGLAS COUNTY is a party or by which it or its property are bound.

(d) Notice of Agreement by DOUGLAS COUNTY. To the best of DOUGLAS COUNTY's knowledge and belief, DOUGLAS COUNTY does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any governmental body in order for the Parties to consummate the transactions contemplated by this Agreement or for the Parties to fulfill their respective obligations hereunder. If any such notice, filing, authorization, or consent is required, DOUGLAS COUNTY will obtain it.

(e) Notwithstanding any provision to the contrary, DOUGLAS COUNTY does not represent or warrant that the services provided herein will meet FREMONT’s business or operational needs or requirements.

(f) DISCLAIMER OF OTHER REPRESENTATIONS AND WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, DOUGLAS COUNTY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR ANY WARRANTY ARISING OUT OF CUSTOM OR USAGE OF TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. DOUGLAS COUNTY MAKES NO WARRANTY AS TO ANY GOODS FURNISHED OR LICENSED OR SERVICES PERFORMED HEREUNDER.

10. Representations and Warranties of FREMONT.

10.1 FREMONT warrants to DOUGLAS COUNTY that the statements contained in this section 10.1 are true, correct and complete as of the date of this Agreement:

(a) Organization of FREMONT. FREMONT is a political subdivision of the State of Nebraska, duly organized, validly existing and in good standing under the laws of the State of Nebraska.

(b) Authorization of Transaction. FREMONT has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder.

(c) Noncontravention. To the best of FREMONT's knowledge and belief, neither the execution nor the delivery of this Agreement nor the completion of the obligations or actions of FREMONT will:
(1) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any federal, state, or local governmental body with jurisdiction over FREMONT or any court to which FREMONT is subject or any provision of FREMONT petition for creation or applicable regulations; or

(2) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which FREMONT is a party or by which it or its property are bound.

(d) Notice of Agreement by FREMONT. To the best of FREMONT's knowledge and belief, FREMONT does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any governmental body in order for the Parties to consummate the transactions contemplated by this Agreement or for the Parties to fulfill their respective obligations hereunder. If any such notice, filing, authorization, or consent is required, FREMONT will obtain it.

(e) Legal Compliance. To the best of FREMONT's knowledge and belief, FREMONT has complied with all applicable laws relating to the operation of the FREMONT System and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against FREMONT alleging any failure to so comply.

(f) DISCLAIMER OF OTHER REPRESENTATIONS AND WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, FREMONT MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR ANY WARRANTY ARISING OUT OF CUSTOM OR USAGE OF TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. FREMONT MAKES NO WARRANTY AS TO ANY GOODS FURNISHED OR LICENSED OR SERVICES PERFORMED HEREUNDER.

11. Indemnification

11.1 Subject to the provisions in section 12 (Limitation of Liability), DOUGLAS COUNTY hereby agrees to indemnify, defend, protect and hold harmless FREMONT and its employees, officers and commissioners, from and against: (i) any injury, loss or damage to any person, tangible property or facilities of any person (including reasonable attorney fees and costs) to the extent arising out of or resulting from the negligence or willful misconduct of DOUGLAS COUNTY, its officers, employees, servants, affiliates or agents in connection with the performance by DOUGLAS COUNTY, its officers, employees, servants, affiliates or agents of its or their obligations under this Agreement; (ii) any claims, liabilities or damages arising out of any violation by DOUGLAS COUNTY, its officers, employees, servants, affiliates or agents of any regulation, rule, statute or court order in connection with this Agreement; and (iii) any claims,
liabilities or damages arising from DOUGLAS COUNTY's breach of any representation or warranty hereunder.

11.2 Subject to the provisions of section 12 (Limitation of Liability), FREMONT hereby agrees to indemnify, defend, protect and hold harmless DOUGLAS COUNTY, and its employees, officers, and commissioners from and against: (i) any injury, loss or damage to any person, tangible property or facilities of any person (including reasonable attorney fees and costs) to the extent arising out of or resulting from the negligence or willful misconduct of FREMONT, its officers, employees, servants, affiliates or agents in connection with the performance by FREMONT, its officers, employees, servants, affiliates or agents of its or their obligations under this Agreement; (ii) any claims, liabilities or damages arising out of any violation by FREMONT, its officers, employees, servants, affiliates or agents of any regulation, rule, statute or court order in connection with this Agreement; and (iii) any claims, liabilities or damages arising from FREMONT's breach of any representation or warranty hereunder.

11.3 DOUGLAS COUNTY and FREMONT agree to promptly provide each other with notice in writing of any claim which may result in an indemnification obligation hereunder. The indemnifying party may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of the indemnified party, which consent shall not be unreasonably withheld or delayed.

11.4 In the event that a Party shall fail for any reason to so indemnify, defend, protect and hold the other harmless, the injured Party hereby expressly recognizes that its only remedies in such event shall be to interplead the other Party into the pending action or to bring legal proceedings against the other party for its damages as a result of the other Party's said failure to indemnify, defend, protect and hold harmless. Parties may agree to enter into alternative dispute resolution with regards to any indemnity claim. These obligations shall survive the expiration or termination of this Agreement.

12. Limitation of Liability.

12.1 Notwithstanding any provision of this Agreement to the contrary, neither Party shall have any liability in connection with the failure or loss of use of the DOUGLAS COUNTY System or FREMONT System and neither Party shall be liable to the other Party for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, including, but not limited to, loss of profits or revenue (whether arising out of transmission interruptions or problems, any interruption or degradation of service or otherwise), or arising out of, or in connection with (i) such Party's failure to perform its respective obligations hereunder, or (ii) claims of citizens, whetheroccasioned by any construction, reconstruction, relocation, repair or maintenance performed by another Party.

12.2 A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.
12.3 Nothing contained herein shall operate as a limitation on the right of either Party hereto to bring an action for damages against any third party, including but not limited to claims for indirect, special or consequential damages, based on any acts or omissions of such third party.

13. **Force Majeure.**

Except as may be otherwise specifically provided in this Agreement, neither Party shall be in default under this Agreement if and to the extent that any failure or delay in such Party's performance of one or more of its obligations hereunder is caused by any of the following conditions, and such Party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delay: act of God; fire; flood; fiber, cable, conduit or other material failures, shortages or unavailability or other delay in delivery not resulting from the responsible Party's failure to timely place orders therefore; lack of or delay in transportation; changes to any of the following: government codes, ordinances, laws, rules, regulations or restrictions, as to which either Party's compliance is necessary to carry out the terms and conditions of this agreement; war or civil disorder; or any other cause beyond the reasonable control of such Party. The Party claiming relief under this section shall promptly notify the other in writing of the existence of the event relied on and the cessation or termination of said event.

14. **Assignment.**

14.1 Neither Party shall assign, encumber or otherwise transfer this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignee or transferee shall continue to be subject to all of the provisions of this Agreement, unless otherwise agreed in writing.

14.2 Any and all additional fees, charges, costs or expenses which result from any permitted assignment or transfer of this Agreement by a Party, shall be paid by such Party.

14.3 This Agreement and each of the Parties' respective rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and each of their respective successors and permitted assigns.

15. **Confidentiality.**

15.1 DOUGLAS COUNTY and FREMONT hereby agree that if either Party provides confidential or proprietary information ("Proprietary Information") to the other Party, such Proprietary Information shall be held in confidence, and the receiving Party shall afford such Proprietary Information the same care and protection as it affords generally to its own confidential and proprietary information (which in any case shall be not less than reasonable care) in order to avoid disclosure to or unauthorized use by any third party. The Parties acknowledge and agree that information disclosed by either Party to the other in connection with or pursuant to this Agreement shall be deemed to be Proprietary Information, provided that written information is clearly marked in a conspicuous place as being confidential or proprietary and verbal information...
is indicated as being confidential or proprietary when given and promptly confirmed in writing as such thereafter. All Proprietary Information (other than this Agreement), unless otherwise specified in writing, shall remain the property of the disclosing Party, shall be used by the receiving party only for the intended purpose, and such written Proprietary Information, including all copies thereof, shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Proprietary Information shall not be reproduced except to the extent necessary to accomplish the purpose and intent of this Agreement, or as otherwise may be permitted in writing by the disclosing Party.

15.2 The foregoing provisions of section 15.1 shall not apply to any Proprietary Information which (i) becomes publicly available other than through the receiving Party; (ii) is required to be disclosed by a governmental or judicial law, order, rule or regulation; (iii) is independently developed by the receiving Party; (iv) is publicly disclosed by the disclosing Party; (v) the disclosing Party authorizes in writing public disclosure; or (vi) becomes available to the receiving Party without restriction from a third party.

15.3 Notwithstanding subparagraphs 15.1 and 15.2 of this section 15, either Party may disclose Proprietary Information to its employees, agents, and legal and financial advisors and providers to the extent necessary or appropriate in connection with the negotiation and/or performance of this Agreement or in obtaining financing, provided that each such Party is notified of the confidential and proprietary nature of such Proprietary Information and is subject to or agrees to be bound by similar restrictions on its use and disclosure.

15.4 Neither Party shall issue any public announcement or press release relating to the execution of this Agreement without the prior approval of the other Party, which approval shall not be unreasonably withheld or conditioned or delayed, provided, however, that any Party may make any announcement or press release upon as much notice to the other Party as is reasonably practicable if the same is required by law or by the rules or regulations of a Governmental Authority.

15.5 The provisions of this section 15 shall survive expiration or termination of this Agreement.


Except for any notice required under applicable law to be given in another manner, any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be either (i) delivered personally, (ii) sent by facsimile transmission with subsequently transmitted confirmation of receipt, (iii) sent by overnight commercial air courier (such as Federal Express), or (iv) mailed, postage prepaid, certified or registered United States mail, return receipt requested, to the Parties at the addresses or facsimile numbers hereinafter set forth:

To FREMONT:
or to such other person or address or facsimile number as a Party shall have duly notified the other Party in writing. A Party’s contact person may be changed at any time by providing written notice of the updated contact information to the other Party. Any such notice, request, instruction, demand, consent or other communication shall be deemed delivered and effective upon the earliest to occur of actual delivery; the same day as confirmed facsimile transmission (or the first business day thereafter if faxed on a Saturday, Sunday or legal holiday); one (1) business day after shipment by commercial air courier as aforesaid; or three (3) business days after certified or registered mailing as aforesaid. In addition to the foregoing, each Party shall within thirty (30) days of the Commencement Date, appoint a contact person and shall maintain a contact person throughout the Initial Term and any Renewal Terms of this Agreement, and shall provide the other Party with the name, address and telephone number of such contact person for the purpose of expediting direct communications required or permitted under this Agreement.

17. **Entire Agreement; Amendment.**

17.1 This Agreement, including all exhibits, documents and other attachments referenced herein, constitutes the entire and final agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The recitals, exhibits, documents and other attachments referred to herein are integral parts hereof and are hereby made a part of this Agreement.

17.2 This Agreement may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each party, except as provided herein.

17.3 The Parties may, without executing a formal amendment as previously provided, update and replace Agreement exhibits if the changes do not affect price, except as provided herein, and are dated and signed by the Designated Representatives. If the replacement exhibits comply with these requirements, they shall become a part of this Agreement.

17.4 Without a contract amendment, Douglas County may update the Annual Fee as provided herein.
18. **Relationship of the Parties.**

The relationship between DOUGLAS COUNTY and FREMONT shall not be that of partners, agents or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes. Each Party shall remain an independent contractor and shall not represent or act in any capacity as an agent or otherwise for the other Party. The Parties are not and shall not be considered joint employers for any purpose, and each Party shall be solely responsible for all wages, benefits, workers compensation coverage (or self-insurance), other insurance coverage (or self-insurance), or other costs of or compensation to its respective employees, agents, or subcontractors. Each Party shall be responsible for the acts and/or omissions of its officers, employees, or any agent in connection with the performance of this Agreement. No Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of any other, unless otherwise provided herein.

19. **Default and Remedies for Default.**

19.1 **FREMONT Default.** The occurrence of one or more of the following is an event of default by FREMONT:

(a) FREMONT fails to make any payment required by this Agreement when due and the failure continues for thirty (30) days beyond receipt of written notice of delinquency.

(b) FREMONT fails to perform or comply with any material obligation or requirement imposed upon FREMONT by this Agreement, other than the obligation to make payments, and the failure continues for thirty (30) days after DOUGLAS COUNTY's written notice thereof is received by FREMONT, or, if the failure cannot be cured within thirty (30) days even with the exercise of all reasonable and diligent effort, FREMONT fails to commence all reasonable curative action within ten (10) days after DOUGLAS COUNTY's written notice thereof is received by FREMONT and FREMONT fails to diligently and continuously prosecute curative action to completion.

(c) voluntary or involuntary proceedings have been filed by or against FREMONT under the United States Bankruptcy Code for bankruptcy or corporate reorganization and have not been stayed or dismissed within ninety (90) days of such filing.

(d) FREMONT makes an assignment of all or a substantial portion of its property subject to this Agreement for the benefit of creditors without DOUGLAS COUNTY's consent.

(e) a receiver, conservator or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of FREMONT's property subject to this Agreement, and the officer is not discharged and possession of the property is not restored to FREMONT within ninety (90) days after such appointment.
(f) equipment installed or licensed pursuant to this Agreement is the subject of taking or levy under execution, attachment or other process of law and the action is not dismissed within ninety (90) days after notice of said action is received by FREMONT.

(g) a material breach of any of the representations and warranties of FREMONT contained in this Agreement, which breach is not cured within thirty (30) days of receipt of written notice thereof from DOUGLAS COUNTY.

19.2 Remedies. If any event of a FREMONT default occurs and is not cured by FREMONT as provided herein, DOUGLAS COUNTY may, without further notice, immediately or at any time thereafter, terminate this Agreement giving at least 30 days’ written notice and/or take the following action:

(a) intentionally omitted.

(b) if FREMONT’s default relates to payment of any fee or cost provided for herein, DOUGLAS COUNTY may cease to perform its obligations under this Agreement and accelerate FREMONT's obligation (if any) for outstanding fees or costs or other financial obligations up to the time of termination and retain all payments made by FREMONT up to the time of default.

(c) take any other action authorized by law or equity, or otherwise provided in this Agreement.

(d) in exercising any remedy, DOUGLAS COUNTY will cooperate reasonably with FREMONT and at FREMONT’s sole expense in maintaining the continuity of FREMONT’s operations.

(e) No remedy herein conferred upon or reserved to the DOUGLAS COUNTY is intended to be exclusive and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any right or power or shall be construed to be a waiver thereof, but any right or power may be exercised from time to time and as often as may be deemed expedient. All remedies herein conferred upon or reserved to DOUGLAS COUNTY shall survive the termination of this Agreement.

19.3 DOUGLAS COUNTY Default. The occurrence of one or more of the following is an event of default by DOUGLAS COUNTY:

(a) DOUGLAS COUNTY fails to perform or comply with any obligation or requirement imposed by this Agreement and the failure continues for thirty (30) days after FREMONT's written notice thereof is received by DOUGLAS COUNTY, or, if the failure cannot be cured within thirty (30) days even with the exercise of all reasonable and diligent effort,
DOUGLAS COUNTY fails to commence all reasonable curative action within ten (10) days after FREMONT's written notice thereof is received by DOUGLAS COUNTY and DOUGLAS COUNTY fails to diligently and continuously prosecute curative action to completion.

(b) voluntary or involuntary proceedings have been filed by or against DOUGLAS COUNTY under the United States Bankruptcy Code for bankruptcy or corporate reorganization and have not been stayed or dismissed within ninety (90) days of such filing.

(c) DOUGLAS COUNTY makes an assignment of all or a substantial portion of DOUGLAS COUNTY's property for the benefit of creditors without FREMONT's consent.

(d) a receiver, conservator or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of DOUGLAS COUNTY’s property subject to this Agreement and the officer is not discharged and possession of the property is not restored to DOUGLAS COUNTY within ninety (90) days after such appointment.

(e) Intentionally omitted.

(f) a material breach of any of the representations and warranties of DOUGLAS COUNTY contained in this Agreement, which breach is not cured within thirty (30) days of receipt of written notice thereof from FREMONT.

19.4 Remedies. If any event of DOUGLAS COUNTY default occurs and is not cured by DOUGLAS COUNTY as provided herein, FREMONT may without further notice, immediately or at any time thereafter, terminate this Agreement giving at least 30 days’ written notice and/or take the following action:

(a) take any other action authorized by law or equity, or otherwise provided in this Agreement.

(b) Intentionally omitted.

(c) No remedy herein conferred upon or reserved to the FREMONT is intended to be exclusive and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any right or power or shall be construed to be a waiver thereof, but any right or power may be exercised from time to time and as often as may be deemed expedient. All remedies herein conferred upon or reserved to FREMONT shall survive the termination of this Agreement.

20. Waiver of Terms and Conditions.

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinquishment of any such terms or conditions, but the
same shall be and remain at all times in full force and effect. For any waiver to be binding, it must be in writing and signed by the Party to be bound. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by a Party which it is not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

21. **Taxes and Fees.**

Except as otherwise specifically provided herein, FREMONT and DOUGLAS COUNTY shall each pay any and all taxes, duties or similar assessments and franchise and other fees applicable to its respective interests under this Agreement, including, but not limited to, any sales, use or other excise tax.

22. **Compliance With Laws.**

FREMONT and DOUGLAS COUNTY shall at all times during the Initial Term and any Renewal Term comply with applicable federal, state and local laws and regulations, and shall secure certification from appropriate governmental authorities as required.

In accordance with the Nebraska Fair Employment Practice Act, Neb.Rev.Stat. §48-1122, both Parties agree that they shall not discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, national origin or similarly protected status of the employee or applicant.

23. **No Third Party Beneficiaries, Existing Rights of Others.**

This Agreement is not intended to nor shall it provide third parties, including, without limitation, any citizens of DOUGLAS COUNTY or any citizens of FREMONT and excluding any assignment pursuant to section 14 (Assignment), with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that the provisions of section 11 (Indemnification) and section 12 (Limitation of Liability) of this Agreement shall also inure to the benefit of a Party's employees, officers, agents, and any other benefited persons or entities specifically identified in the applicable section.

23. **Severability.**

In the event that any provision of this Agreement shall be held unconscionable, unenforceable or void for any reason by any tribunal or court of competent jurisdiction, it is agreed that the Parties shall negotiate in good faith to modify the provision in question, if possible, to eliminate any unconscionable, unenforceable or void terms and as modified shall be binding on the Parties hereto. The remaining provisions of this Agreement shall not be affected by the action of any tribunal or court and shall remain in full force and effect.
24. **Joint Work Product.**

This Agreement is the joint work product of both DOUGLAS COUNTY and FREMONT; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of either Party by reason of document preparation.

25. **Governing Law.**

The validity, interpretation and enforcement of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Nebraska without regard to conflicts of law principles. Any dispute which has not been amicably resolved between the Parties as provided herein shall be resolved through litigation in a court of competent jurisdiction in the State of Nebraska.

26. **Counterparts.**

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

27. **New Employee Work Eligibility Status (Neb. Rev. Stat. § 4-114).**

To the extent applicable, the Parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.


This Agreement does not create a separate legal entity under the Interlocal Cooperation Act. For purposes of that Act and in furtherance of this cooperative undertaking, this Agreement shall be administered jointly by the Parties, in the event of a conflict, the Parties will resolve the conflict as provided herein. This Agreement does not contemplate acquiring, holding or disposing of joint property nor does it contemplate the levying or collecting of any tax.

29. **Precedence.**

In the event of conflict or when resolving any ambiguities, this Agreement takes precedence over any exhibit (or addendum or attachment).
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective representatives, each thereunto duly authorized, on the Effective Date.

APPROVED AS TO FORM: Douglas County, Nebraska
("DOUGLAS COUNTY")

By: ____________________________
Name: __________________________
Title: __________________________

Deputy County Attorney

APPROVED AS TO FORM: CITY OF FREMONT, NEBRASKA
("FREMONT")

By: ____________________________
Name: __________________________
Title: __________________________

City Attorney
STATE OF NEBRASKA )
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this ____ day of __________________, 2019, by ________________________, of DOUGLAS COUNTY, NEBRASKA, a public corporation and political subdivision of the State of Nebraska.

Witness my hand and official seal.

____________________________________
Notary Public

STATE OF NEBRASKA )
COUNTY OF DODGE )

The foregoing instrument was acknowledged before me this ____ day of __________________, 2019, by __________________________, of City of Fremont, Nebraska, a political subdivision of the State of Nebraska.

Witness my hand and official seal.

____________________________________
Notary Public

W401748.3
Exhibit 1(a)
FREMONT Frequency List

800 Trunked Radio Frequencies

<table>
<thead>
<tr>
<th></th>
<th>Receive</th>
<th>Transmit</th>
<th>Control Channel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ch. 1</td>
<td>812.18750</td>
<td>857.18750</td>
<td>Yes</td>
</tr>
<tr>
<td>Ch. 2</td>
<td>811.18750</td>
<td>856.18750</td>
<td>Yes</td>
</tr>
<tr>
<td>Ch. 3</td>
<td>809.73750</td>
<td>854.73750</td>
<td>Yes</td>
</tr>
<tr>
<td>Ch. 4</td>
<td>808.42500</td>
<td>853.42500</td>
<td>Yes</td>
</tr>
<tr>
<td>Ch. 5</td>
<td>806.10000</td>
<td>851.76250</td>
<td>No</td>
</tr>
<tr>
<td>Ch. 6</td>
<td>806.76250</td>
<td>851.76250</td>
<td>No</td>
</tr>
</tbody>
</table>

Conventional Paging and Mutual Aid

<table>
<thead>
<tr>
<th></th>
<th>Receive</th>
<th>PL</th>
<th>Transmit</th>
<th>PL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Paging</td>
<td>156.20250</td>
<td>CSQ</td>
<td>156.20250</td>
<td>CSQ</td>
</tr>
<tr>
<td>U CALL 40</td>
<td>458.21250</td>
<td>156.7</td>
<td>453.21250</td>
<td>156.7</td>
</tr>
<tr>
<td>U TAC 41</td>
<td>458.46250</td>
<td>156.7</td>
<td>453.46250</td>
<td>156.7</td>
</tr>
<tr>
<td>U TAC 42</td>
<td>458.71250</td>
<td>156.7</td>
<td>453.71250</td>
<td>156.7</td>
</tr>
<tr>
<td>U TAC 43</td>
<td>458.86250</td>
<td>156.7</td>
<td>453.86250</td>
<td>156.7</td>
</tr>
<tr>
<td>V CALL 10</td>
<td>155.75250</td>
<td>156.7</td>
<td>155.75250</td>
<td>156.7</td>
</tr>
<tr>
<td>V TAC 12</td>
<td>154.45250</td>
<td>156.7</td>
<td>155.45250</td>
<td>156.7</td>
</tr>
<tr>
<td>V TAC 13</td>
<td>158.73750</td>
<td>156.7</td>
<td>158.73750</td>
<td>156.7</td>
</tr>
<tr>
<td>V TAC 14</td>
<td>159.47250</td>
<td>156.7</td>
<td>159.47250</td>
<td>156.7</td>
</tr>
<tr>
<td>8 CALL 90</td>
<td>806.01250</td>
<td>156.7</td>
<td>851.01250</td>
<td>156.7</td>
</tr>
<tr>
<td>8 TAC 91</td>
<td>806.51250</td>
<td>156.7</td>
<td>851.51250</td>
<td>156.7</td>
</tr>
<tr>
<td>8 TAC 92</td>
<td>807.01250</td>
<td>156.7</td>
<td>852.01250</td>
<td>156.7</td>
</tr>
<tr>
<td>8 TAC 93</td>
<td>807.51250</td>
<td>156.7</td>
<td>852.51250</td>
<td>156.7</td>
</tr>
<tr>
<td>8 TAC 94</td>
<td>808.01250</td>
<td>156.7</td>
<td>853.01250</td>
<td>156.7</td>
</tr>
</tbody>
</table>
Exhibit 1(b) Remote Sites

FREMONT’s Tower : 3000 East 1st St, Fremont
Exhibit 1(e)

FREMONT Infrastructure Equipment List

Exhibit 1(e) – see attached list
Items not specifically included within the Agreement are excluded. Exclusions include but are not limited to the following:

**CITY OF FREMONT’s Dispatch Center**

1. CITY OF FREMONT shall remain solely responsible for obtaining, paying for and providing all on going spare equipment for the Radio Console equipment.
2. CITY OF FREMONT owns the buildings, tower and all associated equipment at the Fremont Dispatch location. CITY OF FREMONT is solely responsible for maintenance, repair and replacement of buildings and towers.

**Fremont RF Site**

1. CITY OF FREMONT leases the microwave links at their locations. They are solely responsible for obtaining, paying for and providing all on-going spare equipment as well as replacing the system when deemed obsolete.

**CITY OF FREMONT’s**

CITY OF FREMONT owns the buildings, tower and all associated equipment at the Fremont Tower Site. CITY OF FREMONT is solely responsible for maintenance, repair and replacement of the buildings and towers.

**Douglas County Maintenance shall not include, without limiting the hereinafter, the following generic repair or maintenance or problems:**

1. Generator checks, propane levels, HVAC, indoor/grounding, conduit and cabling, transmission lines or mediums (including but not limited to telephone lines, computer networks, the internet, fiber optics), antenna, tower, tower lighting, at FREMONT or OPPD Tower Sites.

If DOUGLAS COUNTY technicians observe any of the above listed problems, they will take reasonable measures to notify FREMONT, but any failure to so notify shall not constitute a breach of the Agreement or result in any liability to DOUGLAS COUNTY. In any event, FREMONT shall be solely responsible for notifying all third party vendors of any necessary repairs. FREMONT shall also notify DOUGLAS COUNTY after the third party repairs have been made if the problems could be service affecting.
Exhibit 5.2

Yearly Technical Support

Summary of Work:

Fremont Tower
- Antennas
- FNE equipment

Duties Included in Maintenance Agreement
With CITY OF FREMONT

DOUGLAS COUNTY:
- DOUGLAS COUNTY will provide 24 Hour Dispatch
- On-site 24 technical support and will handle problems associated with the fixed network radio equipment (7x24) at Fremont Tower
- Review of the MSO and CITY OF FREMONT system
- Annual preventive maintenance
- Regular down loading of virus protection of the radio system
- Maintain the 4 Radio Consoles and associated equipment at the Fremont Dispatch Center
- Provide CITY OF FREMONT with Master Site System Administration services
Exhibit 5.3

Call-Out Procedures, Numbers and Severity Levels

FREMONT (Reporting Party – RP) Responsibilities:

1. **Initiate Event Report.** Contact Douglas County (DC) via the Dispatch Center. They will route your call according to Douglas County procedures. If the call is not answered in a half hour, then a second call may be placed to the on call technician directly.

2. **Assess Severity Level.** Assist in assessing the correct severity level per the severity level definitions.

3. **Escalate Appropriately.** Contact DC to add information or make changes to existing events or to escalate an event.

4. **Event Resolution.** RP shall notify DC when an event has been resolved.

### 24/7 Call-Out Procedure

<table>
<thead>
<tr>
<th></th>
<th>Work Phone</th>
<th>Cell Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOUGLAS COUNTY Dispatch Center</td>
<td>402-444-5809</td>
<td></td>
</tr>
<tr>
<td>DOUGLAS COUNTY ON CALL TECH</td>
<td>402-444-3552</td>
<td></td>
</tr>
<tr>
<td>DOUGLAS COUNTY System Administrator</td>
<td>402-444-3219</td>
<td></td>
</tr>
</tbody>
</table>

DOUGLAS COUNTY technicians check for alarms on the radio system daily upon arriving at work (at a minimum). During the day, if Trouble Calls are received through the Trouble Line (see below) they are dispatched appropriately.

**Standard Business Day:**
7:00 AM – 3:30 PM
Monday – Friday

**Standard Business Day Call-Out Procedure:**
1. Call DOUGLAS COUNTY Communications Trouble Line – 402-444-3552 – during normal working hours.
2. If no answer start 24/7 Call-Out Procedure.

**FREMONT Contacts**
Severity Level Guidelines

DOUGLAS COUNTY will notify a FREMONT contact when an event has occurred and the solution has been completed. DOUGLAS COUNTY will provide reports to FREMONT as requested on any of the following items.

All Events will be assigned an initial Severity Level 3, unless otherwise indicated by DOUGLAS COUNTY (DC). DC will notify FREMONT if DC makes any change to the Severity Level (up or down) of any reported event.

SEVERITY 1 EVENTS
Technicians will be dispatched 7 x 24 x 365 days (System 20% degraded – exception – only one console failure allowed), see below:
Major system failure consisting of main components such as:
Switches – all remote sites to Site Trunking
ZC1 - Zone Controller Down
ZC / M – Zone Manager Down
Port Issues
CEB Issues
Ambassador Links and Slots
Zone Controller
MUX
Internet / Router Issues
Internet Link issues
Sites Down – Site Unknown/Not Wide/Failsoft
Synch Cards
Agents (SSC )
Trap Forwarder (SSC )
>=20% of Site Channels Down
>=20% down of any Severity 2 device
Intermittent problems #/time
Base A/D/I Path
Base DIR Path
TAC A/I/DI Path

NOTE: All Severity 1 events that are >=20% are dispatched on a 24x7 basis.
All other events will be treated as Severity 2.
SEVERITY 2 EVENTS
Technicians will be dispatched for significant system problems during Standard Business Hours (7 AM – 3:30 PM, Monday – Friday), see below:
New Fault - If remote restoration is not possible, then the event is upgraded to a Severity 1
Intermittent problems
Wireline - Single Site Channels Down
Rx / Tx / RTIB / TIB / RIB / Base Stations - Single Site Channels Down
Other Issues - TBD

NOTE:  All Severity 2 events are dispatched during Standard Business hours, Monday – Friday from 7:00 AM – 3:30 PM.

SEVERITY 3 EVENTS
Technical questions, upgrades or intermittent problems, system problems presently being monitored, parts question – issues of this nature when a technician is not on site will be answered during next Business Day.

SEVERITY 4 EVENTS
Maintenance and upgrades will be scheduled as appropriate for both parties as determined.

Standard Severity & Response Times
Severity 1 - 4 hour response system/site down or extremely degraded
Severity 2 - Standard business day or 4 hour response for degraded system/site
Severity 3 - 1 day Response for non-emergency, non-service effecting

General Information:
DOUGLAS COUNTY will be responsible for coordination of repair of equipment, exchange of Field Replacement Units (“FRU”) / components/assemblies, or take other appropriate action to restore normal operation. FREMONT will be solely responsible for resolving environmental housekeeping or communication link problems at the FREMONT sites.

DOUGLAS COUNTY will obtain all Return Authorization (RA) numbers and ship the equipment to the Motorola IDO department for repair. The repair (or replacement) costs will be part of the depot-card services from Motorola. After the repaired equipment is returned, DOUGLAS COUNTY will test and either place in inventory or back in service. In either case, DOUGLAS COUNTY will be responsible for handling all aspects of the ordering, exchanging, shipping, tracking and returning to service or inventory that is required. In the event that FREMONT elects to cancel depot cards, FREMONT shall remain solely responsible for obtaining, paying for and providing all parts, including but not limited to shipping.
<table>
<thead>
<tr>
<th>Line#</th>
<th>Qty</th>
<th>Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>6</td>
<td>CA00855AA</td>
<td>GTR 800 BASE RADIO</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>GTR 8000EXPANDABLE SITE SUB-SYSTEM</td>
</tr>
<tr>
<td>2</td>
<td>6</td>
<td>CAD1193AA</td>
<td>IP BASED MULTISITE BASE RADIO</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>CA02684AA</td>
<td>AC ONLY POWER DISTRIBUTION</td>
</tr>
<tr>
<td>4</td>
<td>1</td>
<td>CA00879AA</td>
<td>PRIMARY 6 PORT CAVITY COMBINER</td>
</tr>
<tr>
<td>5</td>
<td>1</td>
<td>CA00883AA</td>
<td>800mhz TX FILTER W/PMU</td>
</tr>
<tr>
<td>6</td>
<td>1</td>
<td>CA01706AA</td>
<td>GGM 8000 GATEWAY</td>
</tr>
<tr>
<td>7</td>
<td>1</td>
<td>THN1012</td>
<td>7' RACK OPEN</td>
</tr>
<tr>
<td>8</td>
<td>4</td>
<td>BLN6200</td>
<td>AC POWER STRIP</td>
</tr>
<tr>
<td>9</td>
<td>2</td>
<td>DS0900382702</td>
<td>GPS TIMMING ANTENNA/RECEIVER</td>
</tr>
<tr>
<td>10</td>
<td>3</td>
<td>DSDB812KEXT</td>
<td>DB812KE-XT FIBERGLASS OMNI ANT 12db</td>
</tr>
<tr>
<td>11</td>
<td>1</td>
<td>DS9130R27001020</td>
<td>UPS 9130 RACKMT 3000VA/2700W</td>
</tr>
</tbody>
</table>

**SPARE PARTS LIST**

<table>
<thead>
<tr>
<th>Line#</th>
<th>Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DSTRAK91061</td>
<td>FOUR PORT DDM</td>
</tr>
<tr>
<td>1</td>
<td>SQM01SUM0205</td>
<td>GGM 8000 GATEWAY</td>
</tr>
<tr>
<td>1</td>
<td>CA01616AA</td>
<td>AC POWER</td>
</tr>
<tr>
<td>1</td>
<td>CLN1856</td>
<td>2620-24 ETHERNET SWITCH</td>
</tr>
<tr>
<td>1</td>
<td>DLN6885</td>
<td>FRU: XCVR 7/800 mhz V2</td>
</tr>
<tr>
<td>1</td>
<td>DLN6895</td>
<td>FRU: PA 7/800mhz</td>
</tr>
<tr>
<td>1</td>
<td>DLN6569</td>
<td>FRU: GCP 8000/GCM 8000</td>
</tr>
<tr>
<td>1</td>
<td>DLN6781</td>
<td>FRU: POWER SUPPLY</td>
</tr>
<tr>
<td>1</td>
<td>DLN6677</td>
<td>FRU: G-SERIES XHUB</td>
</tr>
<tr>
<td>1</td>
<td>DLN6898</td>
<td>FRU: FAN MODULE</td>
</tr>
<tr>
<td>1</td>
<td>BLN6200</td>
<td>AC POWER STRIP 6 OUTLET</td>
</tr>
</tbody>
</table>
Resolution NO. 2019-133

A Resolution of the City Council of the City of Fremont, Nebraska, to enter into agreement with Douglas County Communications for radio console/tower support and monitoring.

WHEREAS, the on-site maintenance, monitoring and security updates are no longer under warranty for the Fremont Police/Fire radio system or the Fremont/Dodge County PSAP consoles; and,

WHEREAS, Public Safety communications equipment must be monitored and maintained at the highest level of operation; and,

WHEREA, Douglas County Communications is the system administrator and possesses the expertise to maintain the Fremont site as part of ORION,

NOW, THEREFORE BE IT RESOLVED, That the yearly service agreement be signed with Douglas County in the amount of $12,000.

PASSED AND APPROVED THIS _____ DAY OF ____________________, 2019

_______________________________
SCOTT GETZSCHMAN, MAYOR

ATTEST:

_______________________________
Tyler Ficken, City Clerk
Recommendation: Approve Resolution 2019-128

Background: The City of Fremont has been awarded $33,132 for a Scrap Tire Cleanup Event by the Nebraska Department of Environment and Energy. The City will work with Keep Fremont Beautiful to host this event on November 2, 2019 at Christensen Field from 8:00 a.m. – 1:00 p.m.

Fiscal Impact: None. All costs are covered by the grant award.
A Resolution of the City Council of the City of Fremont, Nebraska, accepting the grant award and authorizing staff to execute necessary documents for the Nebraska Department of Environment and Energy Waste Reduction and Recycling Incentive Grant.

WHEREAS, The City of Fremont has been awarded $33,132.00 from the Nebraska Department of Environment and Energy Waste Reduction and Recycling Incentive Program for a Scrap Tire Collection Event; and,

WHEREAS, The City will work with Keep Fremont Beautiful to host the Scrap Tire Event on November 2, 2019 at Christensen Field.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of Fremont, accept the award and authorize staff to execute the necessary documents for the Nebraska Department of Environment and Energy Waste Reduction and Recycling Incentive Grant.

PASSED AND APPROVED THIS 9th DAY OF JULY, 2019.

______________________________
Scott Getzschman, Mayor

ATTEST:

_________________________
Tyler Ficken, City Clerk
STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Keith Kontor Water/Wastewater Superintendent
Department of Utilities
DATE: July 9, 2019
SUBJECT: 2-year Chemical agreement – Wastewater Treatment Plant

Recommendation: Approve Resolution 2019-129

BACKGROUND:

The current Chemical agreement will expire on September 30, 2019. An RFQ was sent out to 4 vendors. All Vendors had the opportunity to bench test their products at the Wastewater Treatment Plant (WWTP) before submitting bids. Two vendors chose not to bid at all. The Utility and Infrastructure Board and staff recommend awarding the agreement to Polydyne starting October 1, 2019 and ending September 30, 2021. The WWTP uses approximately 66,000 lbs. of chemical annually.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Total Base Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Polydyne Inc.</td>
<td>$1.83/Lb.</td>
</tr>
<tr>
<td>Hawkins Water Treatment</td>
<td>$2.69/Lb.</td>
</tr>
<tr>
<td>Water Engineering</td>
<td>No bid</td>
</tr>
<tr>
<td>Polytec</td>
<td>No bid</td>
</tr>
</tbody>
</table>

FISCAL IMPACT: $120,780 annually and will be included in budget
RESOLUTION NO. 2019-129

A Resolution of the City Council of the City of Fremont, Nebraska authorizing Staff to execute a 2-year agreement with Polydyne for chemicals used for biosolids processing in the amount of $1.83 per pound.

WHEREAS, the City of Fremont sought bids to supply chemicals for two (2) years; and,

WHEREAS, the Utility and Infrastructure Board reviewed the Request for Quotes and recommends approval of the agreement.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Utility and Infrastructure Board and authorize Staff to execute a contract with Polydyne for a period of 2 years starting October 1, 2019 and expiring on September 30, 2021 in the amount of $1.83 per pound.

PASSED AND APPROVED THIS 9th DAY OF JULY, 2019.

_____________________________________________________
Scott Getzschman, Mayor

ATTEST:

_____________________________________________________
Tyler Ficken, City Clerk
STAFF REPORT

TO: City of Fremont Mayor and City Council
FROM: Utilities and Infrastructure Board
Jeff Shanahan, Power Plant Superintendent
DATE: July 9, 2019
SUBJECT: Lon D. Wright Power Plant Honeywell Controls Hardware Refresh

Recommendation: Approve Resolution 2019-130

BACKGROUND:

In 2000 the Lon D. Wright Power Plant (LDW) installed a Honeywell Distributive Control System (DCS) to operate all of the units at the LDW facility including balance of plant equipment.

The control system utilizes workstations as Human Machine Interfaces (HMI’s) and servers to control plant equipment. The current computers and servers were installed in FY 2013-2014 and are due for replacement.

LDW staff asked Honeywell for pricing on the various options listed below:

<table>
<thead>
<tr>
<th>Proposal Number</th>
<th>700666 Rev. 3</th>
<th>700666 Rev. 2</th>
<th>932535A19 Rev. 1</th>
<th>932535A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Description</td>
<td>Replace Processors and virtualize HMI’s and Servers</td>
<td>Replace Processors and install new HMI’s and Servers</td>
<td>Replace HMI’s and servers and install new E-LCN</td>
<td>Replace HMI’s and servers and replace LCN Cables (not included in quote)</td>
</tr>
<tr>
<td>Cost</td>
<td>$1,318,694.62</td>
<td>$1,050,869.62</td>
<td>$556,708.16</td>
<td>$499,508.06</td>
</tr>
</tbody>
</table>

After review of the proposals and discussions with Honeywell, LDW staff is recommending that we proceed with Proposal 932535A19 Rev. 1 that replaces the HMI’s and servers and install a new E-LCN. This will eliminate the current LCN cables and associated equipment and brings all hardware to the current standard.

After consultation with LDW staff, the Utilities and Infrastructure Board recommends to the City of Fremont Mayor and City Council to authorize the City of Fremont, Department of Utilities Staff to sign an agreement with Honeywell for proposal number 932535A19 Rev. 1 for a Hardware Refresh in the amount of $556,708.16.

FISCAL IMPACT:

$556,708.16 for Hardware Refresh, this item was budgeted.
Phase 1, Migration Preparations

- Perform System baseline Audit and Network Assessment.
- It is assumed that the PCs will undergo hardware refresh based on a schedule acceptable to the CoF. The PCs must meet the minimum requirements of the software used at the time of migration.
- Order Experion R501.4 and TPN R688.1 software
- Upgrade LCN nodes to TPN R688.1 or latest
- Migrate Domain Controller to Server 2016
- Install Temporary Experion R501.4 Commissioning Server can use new ESVT hardware for this short term need
- Install and commission ELCN Bridge in LCN Cabinet. LCN addresses 98 and 99.
- Migrate Experion Nodes to FTE ELCN
RESOLUTION NO. 2019-130

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing City of Fremont, Department of Utilities Staff to sign a purchase agreement with Honeywell for proposal number 932535A19 Rev. 1 for a control system hardware refresh in the amount of $556,708.16.

BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Utilities and Infrastructure Board to authorize the City of Fremont, Department of Utilities Staff to sign a purchase agreement with Honeywell in the amount of $556,708.16 for a control system hardware refresh.

PASSED AND APPROVED THIS 9th DAY OF JULY, 2019.

_____________________________
Scott Getzschman, Mayor

ATTEST:

_____________________________
Tyler Ficken, City Clerk
STAFF REPORT

TO: City of Fremont Mayor and City Council
FROM: Utilities and Infrastructure Board
       Jeff Shanahan, Power Plant Superintendent
DATE: July 09, 2019
SUBJECT: Purchase of a Rail Car Mover for Power Plant

Recommendation: Approve Resolution 2019-131

BACKGROUND:

A rail car mover is used to move full and empty coal cars to and from the ladder tracks east of the Lon D. Wright (LDW) Power Plant to the plant site to supply coal to the operating units.

The LDW Power Plant budgeted funds to replace a 2006 Shuttlewagon Rail Car Mover. The item was budgeted for FY 2019-2020. In an effort to balance funds between budget years, it was decided to purchase this rail car mover this year and remove from next year’s budget.

The City of Fremont advertised for the purchase of a Rail Car Mover, and opened bids on July 1, 2019 at 10:00 AM at the City of Fremont Administration Building, 400 E. Military in the large conference room. There was one vendor that submitted a bid. The table below is a breakdown of the bid by Shuttlewagon Inc.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid</td>
<td>$496,819</td>
</tr>
<tr>
<td>Trade In Allowance</td>
<td>- $95,000</td>
</tr>
<tr>
<td>Freight to Fremont NE.</td>
<td>$2,100</td>
</tr>
<tr>
<td>Sales Tax Fremont NE.</td>
<td>$28,274</td>
</tr>
<tr>
<td>Total Cost</td>
<td>$432,193</td>
</tr>
</tbody>
</table>

After consultation with LDW staff, the Utilities and Infrastructure Board recommends to the City of Fremont Mayor and City Council to authorize the City of Fremont, Department of Utility Staff to sign a purchase agreement and issue a purchase order to Shuttlewagon Inc. in the amount of $432,193 for a SWX525 Railcar Mover.

FISCAL IMPACT:

FY 2018-2019 Capital Budget Expenditure of $432,193
RESOLUTION NO. 2019-131

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing City of Fremont, Department of Utilities Staff to sign a purchase agreement with Shuttlewagon for a SWX525 Railcar Mover in the amount of $432,193.

BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Utilities and Infrastructure Board to authorize the City of Fremont, Department of Utilities Staff to sign a purchase agreement with Shuttlewagon Inc. for a SWX525 Railcar Mover in the amount of $432,193.

PASSED AND APPROVED THIS 9th DAY OF JULY, 2019.

_____________________________
Scott Getzschman, Mayor

ATTEST:

___________________________
Tyler Ficken, City Clerk
Staff Report

TO: Mayor and City Council
FROM: Jennifer L. Dam, Planning Director
DATE: July 5, 2019
SUBJECT: Voluntary Annexation Lot 2, Fountain Springs 4th Subdivision

Recommendation: Hold final reading and approve Ordinance No. 5496

Background:

A Voluntary Annexation Petition has been received for Lot 2, Fountain Springs 4th Subdivision.

This request is associated with a request for a comprehensive plan amendment and a request for a conditional use permits for apartments.

One lot in the proposed development is still outside of the City limits.

Annexation will allow the City to receive the property tax revenues from the development on the property as well as sales taxes on the materials used on the development.

Based on the proposed site plan, the improvement value of between 3 and 4 of the apartment buildings and 5 of the garage structures would be added to the tax base. Additionally the sales taxes from the construction materials for these facilities would benefit the City. This offsets the marginal cost of providing services to the site.

Additions laid out contiguous or adjacent to the corporate limits may be included within the corporate limits and become a part of such municipality for all purposes whatsoever if approved by the legislative body of the city or village under Nebraska Revised Statutes § 19-916(3) following notice of the time and place of the hearing on the inclusion of the addition within the corporate limits and a vote of the legislative body to approve the inclusion of the addition within the corporate boundaries of the municipality in a separate vote from the vote approving the addition.

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

Annexation of the subject property is consistent with the policies of the Comprehensive Plan (“Plan”) and the priorities for accommodating new development – specifically, annexing land that is immediately abutting the corporate limits and contiguous to
existing infrastructure thereby allowing efficient and ready extension of streets, utilities, and police and fire protection services, and annexing land that is presently removed from the corporate limits but for which there are strategic benefits for economic development purposes.
ORDINANCE NO. 5496

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, ANNEXING BY VOLUNTARY PETITION 3.49 ACRES OF PROPERTY DESCRIBED AS LOT 2 FOUNTAIN SPRINGS 4TH SUBDIVISION LOCATED IN SECTION 11, TOWNSHIP 17 NORTH, RANGE 8 EAST 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 May 20, 2019, at which time the Commission unanimously recommended in favor of the proposed annexation; and

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

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

SECTION 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

Lot 2, Fountain Springs 4th Subdivision containing 3.49 acres more or less,

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, conditioned on the purchase of the property by Fremont Enterprises, LLC.

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 9\textsuperscript{th} DAY OF JULY 2019.

\begin{center}
\hrulefill
\end{center}

Scott Getzschman, Mayor

\begin{center}
\hrulefill
\end{center}

ATTEST:

\begin{center}
\hrulefill
\end{center}

Tyler Ficken, City Clerk
STAFF REPORT

TO: Mayor and members of the City Council of the City of Fremont
FROM: Brian Newton, City Administrator for Jennifer Dam, Planning Director
DATE: July 9, 2019
SUBJECT: Approval of Redevelopment Agreement with Fremont Enterprises, LLC.

Recommendation: Approval of the Redevelopment Agreement for the Fountain Springs 55+ Apartments Redevelopment Agreement

Background: This matter involves the approval of a Redevelopment Agreement proposed for execution by the Community Development Agency of the City of Fremont ("CDA") and Fremont Enterprises, LLC ("FE").

A. Project. The project involves the construction of a 216 apartment units in a 9 building complex for individuals aged 55 and over, garages, parking lots, 110 garage stalls, an office, a community room or clubhouse community room, a gazebo, trail and sidewalk extensions, bicycle parking, storm water facilities and all infrastructure and other improvements necessary to support the project. The project is anticipated to be constructed in 3 phases. This facility will enable the Redeveloper to add housing primarily for those aged 55 and over which strongly needed in the City of Fremont.

B. Tax Increment Financing. The Redevelopment Agreement involves the use of tax increment financing to pay for those eligible expenditures under the Nebraska Community Development Law. It is projected that the new facility, based upon comparable properties, will have an estimated assessed valuation of nearly nineteen million six hundred sixty thousand dollars ($9,660,000). The incremental taxes from such development can be captured by the CDA for a period not to exceed fifteen (15) years for each phase of the project. The Redevelopment Agreement authorizes the CDA to issue a Tax Increment Financing Note in the amount of Three Million Nine Hundred Forty Nine Thousand One Hundred Dollars ($3,949,100) which will be repaid by the incremental taxes from the project. The Note is not the general obligation of the CDA nor the City of Fremont, Nebraska. The Redeveloper is responsible for any shortfalls. The tax increment financing is intended to reimburse the Redeveloper for those eligible expenditures which, according to the Redevelopment Agreement, include site acquisition cost, site preparation cost, utility cost, design expenses and landscaping.

C. Approval. The Redevelopment Agreement is consistent with the Redevelopment Plan adopted by the City Council of the City of Fremont on July 29, 2014, pursuant to Resolution No. 2014-137, and the Amendment to Plan approved on July 9, 2019, pursuant to Resolution No. 2019-117 and also adopted by the CDA pursuant to its Resolution No. 2019-002 on the same date.
Fiscal Impact: A $9,660,000 project will be constructed. Taxes in the amount of approximately $3,939,100 will be diverted to the project until the improvement expenses are paid, or for a period of fifteen years, whichever comes first. Additionally, infrastructure improvements serving the project and improvements to streets will be constructed by the developer.
REDEVELOPMENT CONTRACT

(THE FOUNTAIN SPRINGS REDEVELOPMENT PROJECT)

This Redevelopment Contract (“Redevelopment Contract”) is made and entered into as of the ____ day of July, 2019, by and between the Mayor and City Council of the City of Fremont, Nebraska, as the governing body of the Community Development Agency of the City of Fremont, Nebraska (the “City”) and Fremont Enterprises, LLC, a Nebraska limited liability company (“Redeveloper”). The City and/or Redeveloper may be referred to hereinafter as the “Party” or collectively as the “Parties”.

WITNESSETH:

WHEREAS, the Mayor and Council of the City adopted and approved a plan entitled “Amendment to the General Redevelopment Plan for the 23rd and Bell Area (Fountain Springs Apartments Redevelopment Project)”, as may be amended or supplemented (the “Plan”), for the real estate described on Exhibit “A” hereto attached and by such reference incorporated herein (the “Redevelopment Project Area”), which is located in the City of Fremont, Nebraska, and which the Mayor and Council of the City previously declared blighted and substandard or otherwise eligible for redevelopment; and

WHEREAS, the City has encouraged and induced Redeveloper to engage in certain development activities and construct improvements in the Redevelopment Project Area and it is not economically feasible for Redeveloper to incur the substantial investment necessary for such redevelopment of the Redevelopment Project Area without the assistance of tax-increment financing (“TIF”) provided by the City to Redeveloper in this Redevelopment Contract; and

WHEREAS, pursuant to the Plan, Redeveloper is undertaking the phased construction of a 9-building apartment complex consisting of approximately 216 market rate residential units primarily for residents age 55 and over, 266 surface level parking stalls, 110 garage stalls, an office for the apartment complex staff, a community room or clubhouse community room, a gazebo covered picnic area, trail and sidewalk extensions, bicycle parking, and storm water facilities, together with all infrastructure and other improvements necessary to support the apartment complex (collectively, said improvements are referred to in this Redevelopment Contract as the “Redevelopment Project”); and

WHEREAS, the real property within the Redevelopment Project Area, other than easements for public utilities, is or will be privately owned by Redeveloper; and

WHEREAS, the City proposes to authorize and hereby does authorize upon the execution of this Redevelopment Contract, the issuance of its tax increment revenue note entitled: Redevelopment Promissory Note (The Fountain Springs Redevelopment Project) (the “TIF Note”), to provide for eligible costs of the Redevelopment Project; and

WHEREAS, the Redevelopment Project will occur in phases, as shown on the site plan attached as Exhibit "B", attached hereto and incorporated herein; and
WHEREAS, Redeveloper seeks the assistance of the City for the costs of the eligible improvements for the Redevelopment Project and therefore is willing to agree to the conditions herein set forth as an inducement to the City to issue the TIF Note as provided in the Resolution;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the City and Redeveloper do hereby agree, covenant and warrant as follows:

Section 1. Representations, Warranties and Covenants of Redeveloper.

Redeveloper hereby represents, covenants and warrants as follows:

(a) Redeveloper is a Nebraska limited liability company duly organized and existing under the laws of the State of Nebraska, is not in violation of any provisions of its Articles of Organization or operating agreement, is authorized to enter into and perform its obligations under this Redevelopment Contract and, to the best of the knowledge of Redeveloper, is not in violation of the laws of the State of Nebraska.

(b) Throughout the term of this Redevelopment Contract, Redeveloper will reasonably endeavor to construct, operate and maintain the Redevelopment Project in accordance with the terms of this Redevelopment Contract, or amendment thereof, and all applicable local, state and federal laws and regulations (including, without limitation, environmental, zoning, building code and public health laws and regulations). Throughout the term of this Redevelopment Contract and subject to the provisions of Section 20 of this Redevelopment Contract, in the event of any casualty damage to the Redevelopment Project, as and to the extent owned by Redeveloper, Redeveloper agrees to repair and reconstruct such damaged portion or portions of the Redevelopment Project to the extent covered by insurance.

(c) Redeveloper intends to complete the first phase of the Redevelopment Project ("Phase One") on or before December 31, 2019.

(d) Redeveloper intends to complete the second phase of the Redevelopment Project ("Phase Two") on or before December 31, 2020.

(e) Redeveloper intends to complete the third phase of the Redevelopment Project ("Phase Three") on or before December 31, 2021.

(f) Redeveloper estimates that the total cost of the Redevelopment Project will be approximately $19,656,375.

(g) Redeveloper has not received notices or communications from any local, state or federal official or body that the activities of Redeveloper respecting the
Redevelopment Project Area or the construction of the Redevelopment Project thereon may be or will be in violation of any law or regulation.

(h) Redeveloper will use its best efforts to obtain or to cause its agents to obtain, in a timely manner, all required permits, licenses and approvals and to meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met for the Redevelopment Project to be lawfully constructed, occupied or operated.

(i) The execution and delivery of this Redevelopment Contract, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Redevelopment Contract are not prevented or limited by and will not conflict with or result in a breach (i) of any provision of any evidence of indebtedness, agreement or instrument of whatever nature to which Redeveloper is now a Party or by which it is bound; or (ii) of any past, pending or threatened litigation, court order, or administrative proceeding, by which Redeveloper is or might become bound.

(j) Redeveloper acknowledges and agrees that the City shall not be obligated to pay any costs related to the Redevelopment Project other than costs to be paid from available TIF Revenues (defined below), if any, and Redeveloper hereby undertakes and agrees to pay any and all such cost. All costs (both public and private) of the Redevelopment Project shall be paid in full and there are and shall be no construction liens unpaid against the Redevelopment Project Area or any of the improvements thereon. Redeveloper agrees to provide for the construction of both the Redevelopment Project public and private improvements located within the Redevelopment Project Area as described in the Plan or as described in this Redevelopment Contract, except to the extent that the City otherwise agrees by separate written agreement with Redeveloper.

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

(l) Redeveloper agrees that any contractor providing services related to the Redevelopment Project will utilize the federal immigration verification system, as defined in Section 4-114, *Neb. Rev. Stat.* 2012, to determine the work eligibility status of new employees physically performing services on the Redevelopment Project.
(m) Redeveloper owns or has contracted to purchase the Redevelopment Project Area, in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Redevelopment Contract by Redeveloper.

(n) Any general contractor chosen by Redeveloper or Redeveloper itself shall obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations of at least $1,000,000 per occurrence and $2,000,000 in the aggregate, and a penal bond as required by the Act and section 9 of this Redevelopment Contract, as applicable. The City and Redeveloper shall be named as additional insureds. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Redevelopment Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include “All Risk” insurance for physical loss or damage. The contractor with respect to any specific contract or Redeveloper shall also carry insurance on all stored materials. The contractor or Redeveloper, as the case may be, shall furnish the City with a certificate of insurance evidencing policies as required above upon written request therefor by the City. Such certificates shall state that the insurance companies shall give the City prior written notice in the event of cancellation of or material change in any of the policies.

(o) At all times during the term of this Redevelopment Contract, Redeveloper shall maintain policies insuring the improvements located within the Redevelopment Project Area in an amount equal to at least ninety percent (90%) of their full insurable value.

(p) Redeveloper intends to market the residences within the Redevelopment Project exclusively to tenants that are fifty-five (55) years of age or older; provided that Redeveloper shall not be in violation of this representation and warranty so long as Redeveloper and the Redevelopment Project are in compliance with Title VIII of the Civil Rights Act of 1968 ("Fair Housing Act"), as amended by the Housing for Older Persons Act of 1995 ("HOPA"), as may be further amended or supplemented.

Section 2. Incorporation of Plan; Phasing.

This Redevelopment Contract hereby incorporates the Plan by this reference. The City and Redeveloper anticipate that Redeveloper will construct the Redevelopment Project in three (3) phases. The Parties anticipate that one (1) note will be issued for all Phases. Each Phase of the Redevelopment Project will specifically identify the specific lot or lots within the Redevelopment Project Area that will be developed in that Phase. Redeveloper and the City anticipate that such lots will be created via administrative consolidation and subdivision of the existing tax parcels within the Redevelopment Project Area following the execution of this Redevelopment Contract. Each Phase will have a different "effective date" (as defined in the
Act) for the division of ad valorem taxes along with a new increment period. The increment for each Phase will end after expiration of the applicable 15 year period under the Act (for such Phase) or at the maturity date of the TIF Note, whichever occurs first. The applicable effective dates will be established by Redevelopment Contract Amendments (defined below).

In accordance with Section 18-2147 of the Act, the City hereby provides that any ad valorem tax on any lot or lots located in the Redevelopment Project Area which is/are properly identified from time to time by the Redeveloper (such Lot or Lots being referred to herein as a “Phase”) for the benefit of any public body be divided as set forth below. The Redeveloper shall identify such lot or lots in the form of amendment attached hereto as Exhibit “D” (each, a “Redevelopment Contract Amendment”). The applicable ad valorem tax shall be divided for a period of fifteen (15) years (for each Phase) from the effective date set forth in the applicable Redevelopment Contract Amendment, consistent with the Redevelopment Plan.

Provided that Redeveloper is then in compliance with the terms and conditions of this Redevelopment Contract and applicable law, the City shall be obligated to execute the appropriate Redevelopment Contract Amendments and otherwise comply with the terms of this Section for the capture of the tax increment for the applicable portion of the Redevelopment Project Area. Specifically, provided a Redevelopment Contract Amendment is delivered to the City no later than July 1 of the calendar year of the effective date of such Phase (or later if allowed in the sole discretion of the City; but in no event later than July 20th of such year), the City shall: (a) execute the Redevelopment Contract Amendment, and (b) file before August 1 of such year a “Notice to Divide Tax for Community Redevelopment Project” for such Phase with the office of the Dodge County Treasurer and Dodge County Assessor, without requirement of additional hearings or public notice.

Section 3. Collection of TIF Revenues and Issuance of TIF Note.

To provide for payment of some of the costs of the Redevelopment Project that are eligible for reimbursement under the Act ("Eligible Costs"), as set forth in the Plan and this Redevelopment Contract, as described in Exhibit "C", attached hereto and incorporated herein, the City shall proceed to issue the TIF Note in the principal amount of $3,949,100 at a rate of 5.0%, in the form attached hereto and incorporated herein as Exhibit "E". In consideration of Redeveloper undertaking the Redevelopment Project, the City shall issue the TIF Note to Redeveloper no earlier than thirty (30) days after the execution of this Redevelopment Contract, and no later than sixty (60) days following the execution of this Redevelopment Contract.

The TIF Note shall constitute a limited obligation of the City payable exclusively from that portion of the incremental ad valorem real estate taxes generated from the Redevelopment Project pursuant to section 18-2147 of the Act (the "TIF Revenues") and collected for a period not to exceed fifteen (15) years from the effective date of each Phase. Upon receipt, the City shall deposit the TIF Revenues with the Treasurer of the City, and the Treasurer shall place the TIF Revenues in a special fund established solely to make payments on the TIF Note (the "TIF Fund"). On the dates set forth in the TIF Note, or such other dates that the TIF Revenues become available, the Treasurer shall disburse the TIF Revenues collected and available in the TIF Fund to Redeveloper as reimbursement of the Eligible Costs, to the extent paid by
Redeveloper, as evidenced by paid invoices or other evidence acceptable to the City; each such reimbursement shall be and constitute a grant to Redeveloper made under the terms on this Redevelopment Contract and the Act. Unless otherwise determined appropriate by the City, the TIF Note shall be issued on the basis of interest which is includable in income for both federal and Nebraska State income taxes.

Section 4.  **Covenants With Respect to Taxation of Redevelopment Project.**

Redeveloper agrees with respect to the Redevelopment Project as follows:

(a) Until the termination of this Redevelopment Contract (as described in Section 18 hereof), the Redevelopment Project shall be operated for the use substantially similar to that contemplated in the Plan and no sale or conveyance of such property shall be made to any person or entity for ownership or use which would cause the real property within the Redevelopment Project Area to be eligible for exemption from ad valorem taxes under Section 77-202 R.R.S. Neb. 2009, as now existing or hereafter amended, or any successor provision thereto, and that it will not make application for any structure, or any portion thereof, to be taxed separately from the underlying land of any lot.

(b) Redeveloper intends to create an aggregate taxable real property valuation of the Redevelopment Project Area of $19,656,375 by January 1, 2022 (the "Minimum Valuation"). During the period that the TIF Note is outstanding, Redeveloper, its successors and assigns, including subsequent purchasers of land within the Redevelopment Project Area, will not protest a real estate property valuation, as determined by the appropriate assessing and taxing officials of Dodge County, Nebraska, for purposes of local ad valorem real estate taxes at or below the Minimum Valuation; provided that if the aggregate real property valuation of the Redevelopment Project Area exceeds the Minimum Valuation, Redeveloper may protest such valuation down to, but not below, the Minimum Valuation.

(c) If, during the period of this Redevelopment Contract and after the filing of a notice to divide, a portion of the Redevelopment Project Area is assessed at less than the Minimum Valuation, Redeveloper agrees to defer receipt of any shortfall in TIF Revenues caused thereby. If Redeveloper is required to defer the receipt of any such shortfall amounts, Redeveloper shall be entitled to receive reimbursement of any such shortfall payment to the extent incremental ad valorem taxes later become available during the fifteen (15) year period prescribed by the Act (for each Phase) in an amount in excess of the amount necessary to meet the current debt service payments. If Redeveloper has monetized the TIF Note by pledging it to its lender, Redeveloper shall solely be responsible for all payments due to such lender regardless of a shortfall. Redeveloper shall forgive any shortfall amounts not reimbursed at maturity of the TIF Note.
(d) Redeveloper, its successors and assigns, including subsequent purchasers of land within the Redevelopment Project Area, further agree as follows:

(i) to pay all local ad valorem real estate taxes for the Redevelopment Project Area as levied and assessed before the same become delinquent; and

(ii) not to seek any administrative review or judicial review of the applicability or validity of any tax statute relating to taxation of the Redevelopment Project or to raise such inapplicability or invalidity as a defense in any administrative or judicial proceedings; and

(iii) not to seek any tax deferral or tax abatement with respect to local ad valorem taxes, either as presently or prospectively authorized under any law of the State of Nebraska or federal law with respect to the Redevelopment Project; and

(iv) to pay or cause to be paid, when due and before any fine, penalty, interest or cost may be added thereto for the non-payment thereof, all water and sewer rates and charges, occupancy tax, special assessments and other governmental levies and charges which are assessed, levied, confirmed, imposed or become payable with respect to the Redevelopment Project; provided, however, that any special assessments levied for water, sewer or paving improvements shall be permitted to be paid as the same fall delinquent and may bear interest from the date of levy or other appropriate date set by the levying body; and

(v) to retain copies of all supporting documents (as defined under section 18-2119(4) of the Act) actually generated and received by redeveloper in relation to the Redevelopment Project or Plan until the expiration of three years following the end of the last fiscal year in which ad valorem taxes were divided in relation to the Redevelopment Project.

Section 5. Release and Indemnification.

Redeveloper hereby releases from and covenants and agrees that the City, together with its governing body, officers, agents, including their independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purpose of this Section 4, collectively the “Indemnified Parties”) shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect arising from the Redevelopment Project or within the Redevelopment Project Area. Provided, however, such release shall not be deemed to include such liability actions as arise directly out of the willful misconduct of the City.

Additionally, the Indemnified Parties shall not have any pecuniary obligation or monetary liability under this Redevelopment Contract. The obligation of the Indemnified Parties on the
TIF Note or any indebtedness contemplated hereunder shall be limited solely to the incremental ad valorem taxes generated from the Redevelopment Project pledged as security for such indebtedness. Specifically, but without limitation, the Indemnified Parties shall not be liable to Redeveloper or any other third party for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder.

Section 6. **Covenants to Run with the Land; Easement; Recording of Redevelopment Contract.**

Redeveloper and City agree and acknowledge that this Redevelopment Contract and the undertakings of Redeveloper and the City as herein provided for shall be considered as and constitute covenants running with the land binding upon Redeveloper and the City and their successors and assigns and upon each successive owner of the Redevelopment Project Area or any portion thereof. Redeveloper and the City further agree and acknowledge that a memorandum of this Redevelopment Contract, in substantially the same form attached as Exhibit "F", shall be recorded at the expense of Redeveloper against all real estate located in the Redevelopment Project Area and shall remain of record until the TIF Note has been paid in full or matured. The City shall have the authority to execute such memorandum(s) without additional public determinations or meetings. After the TIF Note has been paid in full, Redeveloper or any successor or assign of Redeveloper shall have the right to request in writing and the City shall, upon such request, execute and deliver an appropriate instrument evidencing the termination of this Redevelopment Contract and of the covenants and undertakings herein provided. The City and Redeveloper shall have the right, from time to time, to release specific parcels or lots located within the Redevelopment Project Area from any or all of the specific provisions of this Redevelopment Contract via a written agreement between the Parties.

Section 7. **Default and Remedies upon Default.**

Redeveloper and City agree with respect to any defaults or failures of performance by Redeveloper or City as follows:

(a) The following shall constitute “Events of Default” under the terms of this Redevelopment Contract:

(i) failure by Redeveloper or City to observe timely or perform timely any covenant, condition, obligation or agreement on its part to be observed or performed under this Redevelopment Contract;

(ii) any representation or warranty made herein by Redeveloper or City proves untrue in any respect reasonably deemed to be material by the City or Redeveloper;

(iii) an event of default or material breach by or attributable to Redeveloper or City relating to the Redevelopment Project or any portion thereof, including, without limitation, breach of the terms of any agreement or other instrument relating to the financing or construction thereof; or
(iv) Redeveloper makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt or petitions for an order for relief, petitions or applies to any tribunal for the appointment of any receiver or any trustee or a debtor in possession of Redeveloper or any part of its property or commences any proceeding related to Redeveloper under any reorganization, arrangement, readjustment of debt, dissolution or liquidation act, code, law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against Redeveloper any such proceedings and Redeveloper by any act indicates its consent or approval of or acquiescence in any such proceeding or the appointment of any receiver or any trustee or debtor in possession for Redeveloper or any part of its property or suffers any such receivership or trusteeship.

(b) Whenever an Event of Default occurs, in addition to all other remedies available to the City or Redeveloper at law or in equity, the City or Redeveloper may take such action at law or in equity as the City or Redeveloper reasonably deem appropriate, including specific performance or injunction to enforce or compel performance of the provisions of this Redevelopment Contract; provided that the remedy of specific performance against Redeveloper shall not include or be construed to include the covenant to build or construct the Redevelopment Project.

(c) If at any time during the term of this Redevelopment Contract an Event of Default shall occur and remain continuing and uncured for a period of more than sixty (60) days after written notice from the City to Redeveloper of such Event of Default, the aggregate amount of all grants paid to Redeveloper (including principle and interest) for improvements shall stand forfeited and Redeveloper shall be required to repay the same to the City within thirty (30) days' written demand thereof. Provided, however, the remedy set forth in this provision shall not apply if construction of the Redevelopment Project, or a Phase of the Redevelopment Project, as applicable, has been completed and is assessed at or above the Minimum Valuation.

(d) No remedy herein conferred upon or reserved to the City or the registered owner of the TIF Note is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Redevelopment Contract or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

(e) If any provision of this Redevelopment Contract is breached by a Party and thereafter waived by the other Party, such waiver shall be limited to the particular
breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

(f) Anything in this Section 6 to the contrary notwithstanding, none of the events described in subsection 6(a)(iv) above shall constitute an Event of Default after completion of the Redevelopment Project and payment of the TIF Note in full.

Section 8. Status of City.

The City shall not be regarded as the partner, joint venturer or other jointly acting party with Redeveloper for any purpose whatsoever and the undertakings and agreements on the part of the City herein provided for are undertaken solely pursuant to the provisions of sections 18-2101 to 18-2150 of the Act and for the limited governmental purposes of promoting and encouraging redevelopment of a blighted and substandard area. Redeveloper acknowledges that Redeveloper or its successors and assigns are and shall remain in control of the Redevelopment Project for all purposes provided that Redeveloper acknowledges and agrees that the City is and shall be the owner of and shall be in control of all public street, sewer and water improvements constituting a part of or serving the Redevelopment Project.

Section 9. Indemnification and Penal Bond

Redeveloper hereby agrees to indemnify and save the City harmless for any payment or liability to which the City may become subject for carrying out of any contract entered into by Redeveloper with respect to the Redevelopment Project. Redeveloper agrees to provide to the City evidence that there is in effect a bond for the payment costs as required under Section 18-2151 of the Act, if applicable.

Section 10. Subdivision Agreement.

Subsequent to the execution of this Redevelopment Contract, Redeveloper and the City shall enter into a subdivision agreement in a form substantially similar to that attached hereto as Exhibit "G" (the "Subdivision Agreement").

Section 11. Additional Parties Added as Redeveloper.

The Parties specifically agree that additional parties or entities may be admitted to and included within the meaning of the term “Redeveloper” upon the mutual written consent of both Parties.

Section 12. Redevelopment Contract Binding Upon Successors and Assigns.

This Redevelopment Contract is made for the benefit of Redeveloper, the City and the registered owners from time to time of the TIF Note as third party beneficiaries. This Redevelopment Contract shall be binding upon the City and Redeveloper, and any successors or assigns thereof. Redeveloper may assign its interest in the Redevelopment Project only upon receipt of prior written consent from the City. The City and Redeveloper acknowledge and agree
that, in the event Redeveloper assigns its rights and obligations under this Redevelopment Contract, in whole or in part, to any assignee, Redeveloper and the assignee shall both be bound by the terms of the Plan and this Redevelopment Contract (as and to the extent of any such assignment with respect to the Assignee). No assignment by Redeveloper to the Assignee shall be effective until a written instrument binding the assignee under the terms of the Plan and this Redevelopment Contract (as and to the extent of such assignment), duly acknowledged and in recordable form, has been executed and delivered by the Assignee and recorded in the real estate records of Dodge County, Nebraska, with respect to the Redevelopment Project Area.

Section 13. Titles of Sections.

Any titles of the several Sections of this Redevelopment Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions hereof.


Except as otherwise specified herein, all notices hereunder shall be in writing and shall be given to the relevant Party at its address set forth below, or such other address as such Party may hereafter specify by notice to the other given by United States mail or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

(a) in the case of Redeveloper, if mailed to or delivered personally to:

Fremont Enterprises, LLC
1704 North Bell Street #134
Fremont, Nebraska 68025

with a copy to:

Michael D. Sands
Baird Holm LLP
1700 Farnam Street
Suite 1500
Omaha, NE 68102

(b) in the case of City, if mailed to or delivered personally to:

City Clerk
City of Fremont
400 E Military Ave
Fremont, NE 68025

Each such notice, request or other communication shall be effective (i) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return
receipt requested, addressed as aforesaid or (ii) if given by any other means, when delivered at
the addresses specified in this Section 13 or at any such other address with respect to any such
Party as that Party may, from time to time, designate in writing and forward to the other Party as
provided in this section.

Section 15. Severability.

If any provision of this Redevelopment Contract shall be held or deemed to be or shall, in
fact, be inoperative or unenforceable as applied in any particular case, for any reason, such
circumstances shall not have the effect of rendering the provision in question inoperative and
unenforceable in any other case or circumstance, or of rendering any other provision or
provisions herein contained, invalid, inoperative or unenforceable to any extent whatever. The
invalidity of any one or more phrases, sentences, clauses, sections or paragraphs in this
Redevelopment Contract shall not affect the remaining portions of this Redevelopment Contract
or any part thereof.

Section 16. Counterparts.

This Redevelopment Contract may be executed in any number of counterparts, each of
which shall constitute one and the same instrument.

Section 17. Law Governing.

The Parties agree that this Redevelopment Contract shall be governed and construed in
accordance with the laws of Nebraska.

Section 18. Time of the Essence.

Time shall be of the essence of this Redevelopment Contract.

Section 19. Termination.

This Redevelopment Contract shall commence as of the date first above written and shall
terminate upon the earlier of the maturity date set forth in the TIF Note or payment of all
principal and interest owed toward the TIF Note.

Section 20. Force Majeure Event.

Neither Redeveloper nor the City shall be considered in breach of, or in default in its
obligations with respect to any of the obligations under this Redevelopment Contract in the event
that an enforced delay in the performance of such obligations due to unforeseeable causes
beyond its control and without its fault or negligence, caused by a Force Majeure Event, which is
defined herein as any failure or delay in performance by a Party that is proximately caused by
acts of God, or wars or insurrections; it being the purpose and intent of this provision that in the
event of the occurrence of any such enforced delay, the time or times for performance of the
obligations of Redeveloper or the City, as the case may be, shall be extended for the period of the
enforced delay as determined by the mutual agreement of Redeveloper and the City; provided, that Redeveloper or the City, as the case may be, shall, within twenty (20) days after the beginning of any such enforced delay, have notified Redeveloper or the City (as applicable) in writing of the cause or causes thereof, and requested an extension for the period of the enforced delay.

Section 21.  Effect of Redevelopment Contract.

This Redevelopment Contract (including the Plan as incorporated by reference) constitutes the entire understanding by and between the Parties concerning the subject matter hereof, and supersedes and replaces all prior agreements. No other prior or contemporaneous representations, inducements, promises or agreements, oral or otherwise, between or among the Parties relating to the subject matter hereof and not embodied in this Redevelopment Contract shall be of any force and effect.

(The remainder of this page is intentionally left blank)
IN WITNESS WHEREOF, the City and Redeveloper have caused this Redevelopment Contract to be executed by their duly authorized representatives.

MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, as governing body of the Community Development Agency of the City of Fremont, Nebraska

By: ________________________________
    Mayor

ATTEST:

______________________________
City Clerk

STATE OF NEBRASKA  )
       ) ss.
COUNTY OF DODGE   )

The foregoing instrument was acknowledged before me this _____ day of _____________, 2019, by ________________, Mayor, and ________________, City Clerk, of the governing body of the Community Development Agency of the City of Fremont, Nebraska on behalf of such agency.

(S E A L)

______________________________
Notary Public
FREMONT ENTERPRISES, LLC, a Nebraska limited liability company

By: ________________________________

Name: Brian M. Zubert

Title: Manager

STATE OF ______________ )
COUNTY OF ____________ ) ss.

The foregoing instrument was acknowledged before me this _____ day of ________, 2019, by Brian M. Zubert, Manager of Fremont Enterprises, LLC, a Nebraska limited liability company, on behalf of the company.

(S E A L)

Notary Public
Exhibit "A"
Redevelopment Project Area

Depiction of Existing Redevelopment Project Area (outlined in red):
Legal Description:

Lot 1, Fountain Springs Second Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska,

AND

Lot 2, Fountain Springs Second Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska,

AND

Lot 2, Fountain Springs Third Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska,

AND

Lot 1, Fountain Springs Fourth Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska,

AND

Lot 2, Fountain Springs Fourth Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska,

TOGETHER WITH

All public rights-of-way contiguous thereto.

* Subsequent to the approval of this Redevelopment Contract, Redeveloper intends to administratively consolidate and subdivide the Redevelopment Project Area, or a portion thereof, as shown on Exhibit "B". Subsequent to said administrative consolidation and subdivision, as applicable, the above legal description shall be replaced with the legal description provided in the administrative consolidation or subdivision, as applicable, of the Redevelopment Project Area approved by the City.
Exhibit "B"
Redevelopment Project Phases and Site Plan

(See attached)*

* The attached documents are preliminary in nature and subject to change.
Exhibit "C"

Redevelopment Project Description and Projected TIF Sources and Uses

The Redevelopment Project will consist of the construction of approximately 216 market rate residential units primarily for residents age 55 and over, 266 surface level parking stalls, 110 garage stalls, an office for the apartment complex staff, a community room or clubhouse, a gazebo covered picnic area, and trail and sidewalk extensions, together with all infrastructure and other improvements necessary to support the apartment complex. Redevelopment will require the construction of the public improvements listed below as "Eligible Costs", as shown on Exhibit "B" and detailed under Section G of the Plan.

Projected Sources and Assumptions:

Base Tax Amount of Redevelopment Project Area $696,390
Post-Re Redevelopment Valuation $19,656,375
Tax Levy 2.084580
TIF Revenues/Year (average) $401,278
Total Potential TIF Revenues $6,019,170
TIF Note Amount $3,949,100
Interest Rate on TIF Note 5.0%

<table>
<thead>
<tr>
<th>Phase</th>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective Date</td>
<td>2020</td>
<td>2021</td>
<td>2022</td>
</tr>
<tr>
<td>TIF Period</td>
<td>15</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>Number of Apartment Buildings</td>
<td>2</td>
<td>4</td>
<td>3</td>
</tr>
<tr>
<td>Base Value (phase)</td>
<td>$154,753</td>
<td>$309,507</td>
<td>$232,130</td>
</tr>
<tr>
<td>Base Taxes (phase)</td>
<td>$3,226</td>
<td>$6,452</td>
<td>$4,839</td>
</tr>
<tr>
<td>Completed Value</td>
<td>$4,368,000</td>
<td>$8,736,000</td>
<td>$6,552,375</td>
</tr>
<tr>
<td>Total Taxes</td>
<td>$91,053</td>
<td>$182,107</td>
<td>$136,588</td>
</tr>
<tr>
<td>Tax Increment</td>
<td>$87,827</td>
<td>$175,655</td>
<td>$131,749</td>
</tr>
<tr>
<td>less 1% fee</td>
<td>$86,949</td>
<td>$173,898</td>
<td>$130,432</td>
</tr>
<tr>
<td>Phase Years</td>
<td>1 to 15</td>
<td>2 to 16</td>
<td>3 to 17</td>
</tr>
</tbody>
</table>
Projected Amortization:
Debt Service Payments

Total
Taxable
Valuation
--------

DATE
------

0
0.5
1
1.5
2
2.5
3
3.5
4
4.5
5
5.5
6
6.5
7
7.5
8
8.5
9
9.5
10
10.5
11
11.5
12
12.5
13
13.5
14
14.5
15
15.5
16
16.5
17

$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$

Less PreDevelopment
Base
--------

4,213,247
4,213,247
12,942,795
12,942,795
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
15,277,084
15,277,084
6,547,536

========

0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0

========

TIF
Taxable
Valuation
-------$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$

4,213,247
4,213,247
12,942,795
12,942,795
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
18,959,985
15,277,084
15,277,084
6,547,536

========

Tax
Levy
---$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$

2.08455800
2.08455800
2.08455800
2.08455800
2.08455800
2.08455800
2.08455800
2.08455800
2.08455800
2.08455800
2.08455800
2.08455800
2.08455800
2.08455800
2.08455800
2.08455800
2.08455800
2.08455800
2.08455800
2.08455800
2.08455800
2.08455800
2.08455800
2.08455800
2.08455800
2.08455800
2.08455800
2.08455800
2.08455800
2.08455800
2.08455800
2.08455800
2.08455800
2.08455800

Tax
Revenues
-------$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$

43,914
43,914
134,900
134,900
197,616
197,616
197,616
197,616
197,616
197,616
197,616
197,616
197,616
197,616
197,616
197,616
197,616
197,616
197,616
197,616
197,616
197,616
197,616
197,616
197,616
197,616
197,616
197,616
197,616
197,616
197,616
159,230
159,230
68,244

Revenues
Treasurer's
Available
1% Collection
For TIF Loan
Fee
--------------$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$

439
439
1,349
1,349
1,976
1,976
1,976
1,976
1,976
1,976
1,976
1,976
1,976
1,976
1,976
1,976
1,976
1,976
1,976
1,976
1,976
1,976
1,976
1,976
1,976
1,976
1,976
1,976
1,976
1,976
1,976
1,592
1,592
682

$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$

43,475
43,475
133,551
133,551
195,640
195,640
195,640
195,640
195,640
195,640
195,640
195,640
195,640
195,640
195,640
195,640
195,640
195,640
195,640
195,640
195,640
195,640
195,640
195,640
195,640
195,640
195,640
195,640
195,640
195,640
195,640
157,638
157,638
67,562

------------------------$6,079,964
$60,794
$6,019,170
=========== =========== ===========
Original Loan Amount
Capitalized Interest
Loan Balance Remaining

------------------ ------------------ -----------------Principal

Total

--------

--------

--------

$0
$0
$32,026
$32,827
$95,737
$98,130
$100,583
$103,098
$105,675
$108,317
$111,025
$113,801
$116,646
$119,562
$122,551
$125,615
$128,755
$131,974
$135,273
$138,655
$142,122
$145,675
$149,316
$153,049
$156,876
$160,798
$164,817
$168,938
$173,161
$177,490
$181,928
$148,474
$152,186
$65,914

$43,475
$43,475
$101,525
$100,724
$99,903
$97,510
$95,057
$92,542
$89,965
$87,323
$84,615
$81,839
$78,994
$76,078
$73,089
$70,025
$66,885
$63,666
$60,367
$56,985
$53,518
$49,965
$46,324
$42,591
$38,764
$34,842
$30,823
$26,702
$22,479
$18,150
$13,712
$9,164
$5,452
$1,648

$43,475
$43,475
$133,551
$133,551
$195,640
$195,640
$195,640
$195,640
$195,640
$195,640
$195,640
$195,640
$195,640
$195,640
$195,640
$195,640
$195,640
$195,640
$195,640
$195,640
$195,640
$195,640
$195,640
$195,640
$195,640
$195,640
$195,640
$195,640
$195,640
$195,640
$195,640
$157,638
$157,638
$67,562

------------------------$4,060,994
$1,958,176
$6,019,170
=========== =========== ===========
$3,949,100
$111,887
$0
-----------

* The above numbers are estimates and subject to change.
Exhibit "C"
DOCS/2288471.1

Interest at
5.00%

Loan
Balance
-------$3,949,100
$4,004,353
$4,060,987
$4,028,961
$3,996,134
$3,900,397
$3,802,267
$3,701,684
$3,598,586
$3,492,911
$3,384,594
$3,273,569
$3,159,768
$3,043,122
$2,923,560
$2,801,009
$2,675,394
$2,546,639
$2,414,665
$2,279,392
$2,140,737
$1,998,615
$1,852,940
$1,703,624
$1,550,575
$1,393,699
$1,232,901
$1,068,084
$899,146
$725,985
$548,495
$366,567
$218,093
$65,907
$0

===========

ASSUMPTIONS:
1. Loan Amount:
2. Interest Rate:

Capitalized
Interest
--------

Interest at
5.00%
--------

55253
56634
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0

98728
100109
101525
100724
99903
97510
95057
92542
89965
87323
84615
81839
78994
76078
73089
70025
66885
63666
60367
56985
53518
49965
46324
42591
38764
34842
30823
26702
22479
18150
13712
9164
5452
1648

--------$111,887
===========

2070063

$3,949,100
5.00%


### Projected Uses ("Eligible Costs"):

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Acquisition</td>
<td>$1,150,000</td>
</tr>
<tr>
<td>Building Permit</td>
<td>$168,975</td>
</tr>
<tr>
<td>Soil &amp; Material Testing</td>
<td>$10,000</td>
</tr>
<tr>
<td>City Sidewalks &amp; Trails Extensions</td>
<td>$83,000</td>
</tr>
<tr>
<td>Sanitary Sewer and Water Extensions</td>
<td>$297,000</td>
</tr>
<tr>
<td>Sewer &amp; Water Permits</td>
<td>$7,830</td>
</tr>
<tr>
<td>Soil Correction/Mitigation/Excavation/Storm Water</td>
<td>$900,000</td>
</tr>
<tr>
<td>Landscaping</td>
<td>$270,000</td>
</tr>
<tr>
<td>Street Lighting</td>
<td>$3,400</td>
</tr>
<tr>
<td>Surface Level Concrete Work</td>
<td>$1,946,400</td>
</tr>
<tr>
<td>Picnic Area</td>
<td>$25,000</td>
</tr>
<tr>
<td>Development Fee (TIF-eligible portion of total)</td>
<td>$210,000</td>
</tr>
<tr>
<td>Contractor's Fee &amp; Overhead (TIF-eligible portion of total)</td>
<td>$742,076</td>
</tr>
<tr>
<td>Architecture and Engineering fees</td>
<td>$205,294</td>
</tr>
<tr>
<td>Capitalized Interest on TIF Loan</td>
<td>$462,199</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$18,000</td>
</tr>
</tbody>
</table>

**TOTAL USES:** $6,499,174

* The above figures are only estimates of the Eligible Costs and such actual costs will be reflected in the cost certifications required under Section 3 of the Redevelopment Contract.

** Eligible Costs are projected to be in excess of $3,949,100, but the TIF Note is limited to $3,949,100, which is approximately the sum generated by the projected incremental ad valorem real property taxes collected in relation to the Redevelopment Project and paid as debt service on the TIF Note at a 5.0% interest rate.

*** All Eligible Costs contemplated in the Plan and not otherwise specified herein shall be included as Eligible Costs for purposes of this Redevelopment Contract under this Exhibit "C".
Exhibit "D"
Form of Redevelopment Contract Amendment

AMENDMENT TO REDEVELOPMENT CONTRACT
( THE FOUNTAIN SPRINGS REDEVELOPMENT PROJECT )

This Amendment to Redevelopment Contract (The Fountain Springs Redevelopment Project) (this "Amendment") is made and entered by and between Fremont Enterprises, LLC, a Nebraska limited liability company ("Redeveloper"), and the City Council of the City of Fremont, Nebraska, as the governing body of the Community Development Agency of the City of Fremont, Nebraska (the "City"), and is effective as of the ___ day of __________, 20___ (the "Effective Date").

RECITALS

WHEREAS, Redeveloper and the City entered into that certain Redevelopment Contract between Redeveloper and City dated ______________, 2019 ("Redevelopment Contract"); and

WHEREAS, pursuant to Section 2 of the Redevelopment Contract, Redeveloper and the City wish to amend the Redevelopment Contract in accordance with the terms of this Amendment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Redeveloper and the City agree as follows:

1. Amendment: The Parties hereby amend and supplement the Redevelopment Contract in accordance with the following terms:

   (a) This Amendment incorporates a new Phase of the Redevelopment Project ("Phase ___") which shall include the following lot(s) in the Redevelopment Project Area:

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

   (b) The effective date for Phase ___ shall be ___________________, 20___.

   (c) The base year valuation for Phase ___ shall be the year 20___.

   (d) The City shall collect TIF Revenues on that portion of the Redevelopment Project Area detailed above for payment on the TIF Note in accordance with Section 3 of the Redevelopment Contract.

2. Miscellaneous. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. The Parties shall execute and deliver any
further and additional instruments, agreements, and other documents as may be necessary to evidence or carry out the provisions of this Amendment. This Amendment shall modify only those terms of the Redevelopment Contract expressly set forth and modified in this Amendment. No implied or other modification of the Redevelopment Contract is intended or effective. Except as specifically modified by this Amendment, the Redevelopment Contract shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Redevelopment Contract, the terms of this Amendment shall control. Capitalized words contained herein shall be defined as set forth in the Redevelopment Contract unless otherwise defined herein. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Signatures to this Amendment transmitted by facsimile, sent by email (including ".pdf"), or delivered by other electronic means shall be valid and effective to bind the Party so signing.

(Signatures on following pages)
IN WITNESS WHEREOF, the City and Redeveloper have caused this Redevelopment Contract to be executed by their duly authorized representatives.

MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, as governing body of the Community Development Agency of the City of Fremont, Nebraska

By: ________________________________
    Mayor

ATTEST:

______________________________
City Clerk

STATE OF NEBRASKA    )
COUNTY OF DODGE   ) ss.

The foregoing instrument was acknowledged before me this _____ day of _____________, 2019, by ________________, Mayor, and ________________, City Clerk, of the governing body of the Community Development Agency of the City of Fremont, Nebraska on behalf of such agency.

(S E A L)

______________________________
Notary Public

Exhibit "D"
FREMONT ENTERPRISES, LLC, a Nebraska limited liability company

By: ____________________________

Name: Brian M. Zubert

Title: Manager

STATE OF ____________) )
SS. )
COUNTY OF ____________) )

The foregoing instrument was acknowledged before me this _____ day of ________, 2019, by Brian M. Zubert, Manager of Fremont Enterprises, LLC, a Nebraska limited liability company, on behalf of the company.

(SEAL)

(Handwritten)

Notary Public
Exhibit "E"
TIF Note

(See attached)
REDEVELOPMENT PROMISSORY NOTE
(THE FOUNTAIN SPRINGS REDEVELOPMENT PROJECT)

$3,949,100.00                    ______________________, 2019

FOR VALUE RECEIVED, the undersigned, City Council of the City of Fremont, Nebraska, as the governing body of the Community Development Agency of the City of Fremont, Nebraska (hereinafter known as "Borrower"), promises to pay Fremont Enterprises, LLC, a Nebraska limited liability company, address: c/o Anew Development, 13761 US Hwy 30, Blair, Nebraska 68008 ("Holder"), and/or its assigns, the principal sum of Three Million Nine Hundred Forty-Nine Thousand One Hundred and No/100 Dollars ($3,949,100.00), together with interest thereon at the rate of 5.0% per annum from January 1st of the year ad valorem real estate taxes levied upon the Redevelopment Project Area are divided in accordance with Sections 2 and 3 of that certain Redevelopment Contract (The Fountain Springs Redevelopment Project), dated the ____ day of __________________, 2019, by and between the Borrower and the Holder (the "Redevelopment Contract"), until the earlier of the payment of this Redevelopment Promissory Note in full or December 31, 2037. The principal balance and interest thereon shall be due and payable to the Holder of this Redevelopment Promissory Note as and at such time as any excess ad valorem taxes generated by the Redevelopment Project as set forth in Redevelopment Contract are collected by the Borrower and available for the retirement of this debt.

In the event of default under this Redevelopment Promissory Note, all sums secured by this Redevelopment Promissory Note or any other agreement securing this Redevelopment Promissory Note shall bear interest at a rate equal to five percent (5%) above the prime rate as published by the Wall Street Journal from time-to-time; however, in the event said interest rate exceeds the maximum rate allowable by law, then such rate of interest shall equal the highest legal rate available.
The Borrower may prepay the principal amount outstanding in whole or in part, without penalty or the prior consent of the Holder.

Pursuant to Sections 18-2124 and 18-2150, R.R.S. Neb. 2012, said portion of taxes has been pledged for the payment of this Redevelopment Promissory Note, both principal and interest as the same fall due or become subject to mandatory redemption. This Redevelopment Promissory Note shall not constitute a general obligation of the Borrower and the Borrower shall be liable for the payment thereof only out of said portion of taxes as described in this paragraph. This Redevelopment Promissory Note shall not constitute an obligation of the State of Nebraska or of the City of Fremont (except for such receipts as have been pledged pursuant to said Sections 18-2124 and 18-2150 R.R.S. Neb. 2012) and neither the State of Nebraska nor the City of Fremont shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged as described above in this paragraph). Neither the members of the Holder's governing body nor any person executing this Redevelopment Promissory Note shall be liable personally on this Redevelopment Promissory Note by reason of the issuance hereof.

This Redevelopment Promissory Note is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Borrower upon surrender of this Redevelopment Promissory Note for notation of transfer as provided on the reverse hereof.

In the event the monies collected and held in that special fund established under Section 18-2147 of the Nebraska Revised Statutes and pursuant to the Redevelopment Contract are insufficient to pay in full all amounts due and owing after all excess ad valorem taxes generated by the Redevelopment Project, as set forth in the Redevelopment Contract, have been collected by the Borrower and paid, immediately upon being available, towards the retirement of the amounts due hereunder, then the Holder shall waive any unpaid portion of the principal and interest due.

In the event this Redevelopment Promissory Note is referred to an attorney for collection the Holder shall be entitled to reasonable attorney fees allowable by law and all court costs and other expenses incurred in connection with such collection.

The Borrower shall be in default in the event the Borrower shall fail to pay, when due, any amount required hereunder.
Demand, presentment, protest and notice of nonpayment under this Redevelopment Promissory Note are hereby waived.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Redevelopment Promissory Note shall operate as a waiver of such remedy, right or option. In any event, a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion.

Any notice provided for in this Redevelopment Promissory Note to the Borrower or the Holder shall be in writing and shall be given by regular mail to the Holder or Borrower, or at such other address as either party may designate by notice in writing.

This Redevelopment Promissory Note shall be governed by and construed in accordance with the Laws of the State of Nebraska. All payments hereunder shall be payable in lawful money of the United States of America and shall be legal tender for public and private debts at the time of payment.

COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA

By: ________________________________
Chairperson (Council President)

ATTEST:

______________________________
Secretary (City Clerk)
PROVISION FOR REGISTRATION

The ownership of this Redevelopment Promissory Note shall be registered as to both principal and interest on the books and records of the Community Development Agency of the City of Fremont, Nebraska, kept by the City Treasurer, as paying agent and registrar, who shall make notation of such registration in the registration blank below, and the transfer of this Redevelopment Promissory Note may thereafter be registered only upon an assignment duly executed by the registered owner or such owner's attorney or legal representative, in such form as shall be satisfactory to said Treasurer, such registration of transfer to be made on such books and endorsed hereon by said Treasurer.

<table>
<thead>
<tr>
<th>Date of Registration</th>
<th>Name of Registered Owner</th>
<th>Signature of Treasurer (Paying Agent and Registrar)</th>
</tr>
</thead>
<tbody>
<tr>
<td>______________<strong>, 20</strong></td>
<td>Fremont Enterprises, LLC</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
This Memorandum of Redevelopment Contract ("Memorandum") is made this ___ day of __________, 2019, by and between City Council of the City of Fremont, Nebraska, as the governing body of the Community Development Agency of the City of Fremont, Nebraska (the "City"), and Fremont Enterprises, LLC, a Nebraska limited liability company ("Redeveloper").

1. Redevelopment Contract. City and Redeveloper have entered into that certain Redevelopment Contract dated as of ________________, 2019 ("Redevelopment Contract"), describing the public and private improvements being made by the Redeveloper in the Redevelopment Project Area, including the real property owned by Redeveloper and legally described as:

   [Insert Legal Description of parcel]

2. Tax Increment Financing. The Redevelopment Contract provides for the capture of the tax-increment financing ("TIF") revenues by the City of the improvements to be made by the Redeveloper for a period not to exceed fifteen (15) years after the effective date (as defined in the Nebraska Community Development Law) for each applicable Phase. The TIF revenues so captured by the City shall be used to reimburse the Eligible Costs incurred by Redeveloper, as described in the Redevelopment Contract.

3. Redevelopment Project Valuation. Redeveloper intends to create an aggregate taxable real property valuation of the Redevelopment Project Area of $19,656,375 by January 1, 2022 (the "Minimum Valuation"). During the period that the TIF Note is outstanding, Redeveloper, its successors and assigns, including subsequent purchasers of land within the Redevelopment Project Area, will not protest a real estate property valuation, as determined by the appropriate assessing and taxing officials of Dodge County, Nebraska, for purposes of local ad valorem real estate taxes at or below the Minimum Valuation; provided that if the aggregate real property valuation of the Redevelopment Project Area exceeds the Minimum Valuation, Redeveloper may protest such valuation down to, but not below, the Minimum Valuation.

4. Remaining Terms. The rest and remaining terms of the Redevelopment Contract are hereby incorporated into this Memorandum as if they were set forth in full. All capitalized terms in this Memorandum that are not otherwise defined herein shall have the same meaning as set forth in the Redevelopment Contract. A full and correct copy of the Redevelopment Contract may be inspected at the City offices in Fremont, Nebraska.

5. Termination of Memorandum. Unless terminated sooner in accordance with the terms of the Redevelopment Contract, this Memorandum shall be deemed to automatically terminate and be released from the above-described real property upon the earlier of payoff or maturity of the TIF Note.
MAYOR AND CITY COUNCIL OF THE CITY
OF FREMONT, NEBRASKA, as governing body
of the Community Development Agency of the City
of Fremont, Nebraska

By: _________________________________
    Mayor

ATTEST:

_______________________________
City Clerk

STATE OF NEBRASKA     )
     ) ss.
COUNTY OF DODGE       )

The foregoing instrument was acknowledged before me this _____ day of _____________,
2019, by ________________, Mayor, and ________________, City Clerk, of the governing
body of the Community Development Agency of the City of Fremont, Nebraska on behalf of
such agency.

(S E A L)

_______________________________
Notary Public
FREMONT ENTERPRISES, LLC, a Nebraska
limited liability company

By: ____________________________
Name: Brian M. Zubert
Title: Manager

STATE OF _____________ )
COUNTY OF __________ ) ss.

The foregoing instrument was acknowledged before me this ___ day of
_______________, 2019, by Brian M. Zubert, the Manager of Fremont Enterprises, LLC, a
Nebraska limited liability company, on behalf of the company.

(S E A L)

Notary Public
Exhibit "G"
Subdivision Agreement

(See attached)
Site Statistics: (Approximately 11.35 Acres Total or 494,406 sf)

Roofs
9 buildings x 10632 sf = 95,688 sf
7 garages x 3224 sf = 22,568 sf
2 garages x 6448 sf = 12,896 sf
1 office x 720 sf = 720 sf
95,688 sf + 22,568 sf + 12,896 sf + 720 sf = 131,872 sf

Hard Surface
North parking lot = 60,809 sf
South parking Lot = 55,170 sf
6 porches x 9 buildings x 80 sf = 4,320 sf
Sidewalks = 3,777 sf + 5,654 sf + 582 sf + 2,316 sf + 3,605 sf + 3,566 sf + 1,809 sf + 94 sf + 21,403 sf + 2 Dumpsters x 200 sf = 400 sf
60,809 sf + 55,170 sf + 4,320 sf + 21,403 sf + 400 sf = 142,102 sf

Grass, Drainage & Pervious Surface
92,228 sf property size - 131,872 sf (roof) - 142,102 sf (hard surface) = 218,254 sf (44% Pervious)

Parking Facility
110 Garage Stalls of which 22 are HC
286 Surface Stalls of which 19 are HC
FOUNTAIN SPRINGS APPARTMENTS  
SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT (hereinafter referred to as “Agreement”) is made this ________ day of __________ 2019, by and between Fremont Enterprises, LLC, a Nebraska limited liability Company (hereinafter referred to as “Developer”) and the City of Fremont, a Nebraska municipal corporation (hereinafter referred to as “City”).

RECITALS:

Developer owns and intends to develop a parcel of land legally described in the legal description, attached as Exhibit “A”, which area is fully within City’s zoning and platting jurisdiction; and

Developer desires to provide for the construction, installation, and location of certain improvements within the “Development Area”, as defined in Section 1; and

Developer and City desire to agree on the method of installation and the allocation of expenses for the “Public Improvements”, as defined in Section 1; and

City and Developer desire to set forth in this Agreement their respective understandings and agreements with regard to the development of the Development Area.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND OF THE PROMISES HEREBIN CONTAINED, IT IS MUTUALLY AGREED THAT THE FOLLOWING TERMS SHALL GOVERN:

SECTION 1 DEFINITIONS

For the purposes of this Agreement, the following words and phrases shall have the following meanings:

A. “Cost(s)” of each Private Improvement or Public Improvement shall mean all construction costs, engineering fees, design fees, attorneys’ fees, inspection fees, testing expenses, publication costs, financing costs (which shall include interest), and all other related or miscellaneous costs or expenses incurred by Developer and/or City in connection with said Private Improvements or Public Improvements.

B. “Dedicated Street(s)” shall mean those public streets, if any, including curbing and turn lanes, to be constructed, modified, or improved within: (1) that portion of the Development Area designated as “dedicated right-of-ways” in Exhibit “B”, and (2) any other areas to be dedicated as right-of-ways pursuant to any future replat(s) of the Development Area. This definition shall not be construed to obligate Developer to dedicate any additional public right-of-ways beyond what
is explicitly depicted on Exhibit “B” nor shall it obligate Developer to replat any portion of the Development Area in the future.

C. “Development Area” shall mean the real property situated within the area identified or depicted in Exhibit “A” and all Dedicated Streets.

D. “Final Plat” shall mean the final plat for administrative consolidation and/or subdivision of the Development Area prepared for filing or recording, at the Developer’s expense, in accordance with applicable regulations.

E. “Lead Agency” shall mean the entity, or entities, responsible for designing, preparing plans for, bidding, installing, or constructing the “Public Improvements”, as defined in this Section, or, alternatively, responsible for engaging a qualified contractor or subcontractor to perform such responsibilities. In the event one entity designs a particular Public Improvement and another entity constructs or installs said Public Improvement, both entities shall be considered Lead Agencies for the purposes of this Agreement.

F. “Party”, when capitalized, shall mean City or Developer, individually, and “Parties”, when capitalized, shall mean City and Developer, collectively.

G. “Private Improvement(s)” shall mean those improvements or betterments required by Developer, or otherwise undertaken by Developer, pursuant to that certain Redevelopment Contract dated July ____, 2019, between City and Developer, on, to, or otherwise benefiting the Development Area other than those improvements identified as Public Improvements in Section 1(H).

H. “Public Improvement(s)” shall mean:

1. All installations, modifications, or improvements of Dedicated Streets and improvements constructed and installed within the boundaries of the Development, as shown on Exhibit "B".

2. All stormwater detention facilities as shown on Exhibit "B";

3. All fire hydrants as shown on Exhibit "B";

4. All Dedicated Street signage and traffic control signage required by, and meeting the standards of, the “Manual of Uniform Traffic Control Devices” but only if first approved in writing by City’s Public Works Department and only if located at a Dedicated Street intersection within or related to the Development Area, as shown on Exhibit "B";

5. All “Sanitary and Wastewater Sewers” to be constructed and installed within the boundaries of the Development. Sanitary and Wastewater Sewers shall include all necessary sanitary and wastewater sewer mains, manholes, lines, pipes, and related appurtenances, as shown on the plans and drawings in
Exhibit “B”;

(6) The “Water Distribution System” that is or will be constructed and installed within the boundaries of the Development Area as shown on the plans and drawings in Exhibit “B”;

(7) All “Storm Sewers” which are or will be constructed within the boundaries of the Development Area, including all necessary storm sewers, inlets, manholes, lines, pipes, and related appurtenances; as shown on the plans and drawings in Exhibit “B”;

(8) The electrical utility lines, public street lighting, and other devices or facilities that are or will be constructed and installed by the City within the boundaries of the Development Area (the “Electric Power System”). The Electric Power System shall include all electrical utility lines and other devices (defined in Section 4.A.(1) below) so constructed and installed for the benefit of the Development Area, as approved by the City in conjunction of the City's conveyance of a building permit for the Public and Private Improvements.

(9) The natural gas main lines and other devices or facilities that are or will be constructed and installed by the City within the boundaries of the Development Area (the “Natural Gas System”). The Natural Gas System shall include all natural gas main lines and other devices so constructed and installed for the benefit of the Development Area, as approved by the City in conjunction of the City's conveyance of a building permit for the Public and Private Improvements.

SECTION 2 STANDARDS, AUTHORITY, AND DOCUMENTATION

I. Standards for Private Improvements and Public Improvements. If Developer is the Lead Agency for a Public Improvement and for all Private Improvements, Developer shall cause all such Private Improvements and Public Improvements undertaken by Developer, its agents, contractors, or subcontractors to be constructed and installed in accordance with this Agreement and all applicable laws.

J. Prior to Commencing Work on the Public Improvements. Prior to commencing any work in connection with any individual Public Improvement for which Developer is the Lead Agency or is responsible to construct, Developer shall first:

(1) Obtain initial approval from City, as applicable, for the specifications and technical terms of any other agreement(s) or plan(s) for, or relating to, the construction or installation of said individual Public Improvement(s) prior to Developer’s execution of any such agreement(s) or plan(s). Once Developer obtains approval from City, as applicable, Developer shall deliver to the City
Clerk duly executed copies of any agreement(s) or plan(s) for work required for, or otherwise entered into, in connection with said individual Public Improvement. Such agreement(s) or plan(s) shall include, but not be limited to, any required bonds, insurance certifications, and all plans for said individual Public Improvement(s). Any such agreement(s) or plan(s) shall include details describing the manner and means of any additional connections required by or for Public Improvement(s), as applicable, prepared by Developer's engineer;

(2) Obtain and file of record any permanent easements reasonably required by City, as applicable, for said individual Public Improvement. Public Improvements which may invoke this requirement may include, but are not limited to, sanitary and wastewater sewer lines, storm sewer, water, electric and natural gas lines, and post-construction stormwater management, including all appurtenances, as reasonably determined by the City Engineer. Said easements shall be prepared and filed in a form satisfactory to the City and Developer shall provide a copy of such recorded easements to the City Clerk;

(3) Obtain general liability insurance and performance bonds equivalent to the total construction costs for said individual Public Improvement, and provide a copy of such general liability insurance and performance bonds to the City Clerk; and

(4) Obtain final approval from City and other entities, as applicable, for the construction and installation of said individual Public Improvement and obtain all necessary agreements, permits, and approvals related to the same and provide proof of such final approval from such entities other than City, as applicable, to the City Clerk.

K. No Recourse against City. Any contract(s) entered into by Developer for the construction or installation of any Public Improvement(s) shall provide that the contractor or subcontractor constructing or installing said Public Improvement(s) shall have no recourse against City for any Costs, claims, or matters arising out of, or related to in any way whatsoever, said construction or installation including, without limitation, the Cost for said Public Improvement(s), construction oversight of said Public Improvement(s), the design or preparation of plans and specifications for said Public Improvement(s), or the construction of said Public Improvement(s).

L. All Necessary Agreements, Permits, and Approvals. Prior to commencing any work within any public right-of-way for any Public Improvement for which Developer is Lead Agency or responsible to construct, excluding sidewalks and trails, Developer shall enter into all necessary right-of-way agreements and obtain all necessary permits and approvals from the requisite governmental entities exercising authority over said right-of-ways. If City requests copies of
any such agreements, permits, or approvals, Developer shall provide said copies to City in a timely manner.

M. City Review and Approval. Developer shall submit to City all plans, designs, and materials for the Public Improvements for which the Developer is the Lead Agency or responsible to construct for review prior to the construction of the Public Improvements to ensure the same will meet City’s requirements. City may require Developer, at Developer’s sole cost and expense, to modify said plans, designs, and materials to ensure compliance with City requirements. To the degree any such plans, designs and materials approved by the City conflict with those shown on Exhibit "B", the plans, designs and materials approved by the City shall supersede Exhibit "B", as applicable.

SECTION 3 REPRESENTATIONS AND ACKNOWLEDGEMENTS

A. Developer Representations and Acknowledgments. Developer represents and warrants to City as follows:

(1) Developer is incorporated under the laws of the State of Nebraska. Developer is duly authorized to transact business under the laws of the State of Nebraska.

(2) Developer is or will be the owner of record of the Development Area and possesses or will possess the rights and authority necessary to make decisions affecting the Development Area.

(3) Developer has full power and authority to enter into, deliver, and perform its obligations under this Agreement and each of the documents related hereto.

(4) Developer has taken all necessary action to authorize Developer’s execution, delivery of, and performance under this Agreement, and as such, this Agreement constitutes Developer’s valid and binding obligation, enforceable against Developer in accordance with its terms.

(5) Developer agrees to reasonably cooperate with City, as applicable, for the timely and orderly installation of the Public Improvements as required under the terms of this Agreement, or any other agreement with a third party for the construction and installation of a Public Improvement, as applicable, following the execution of this Agreement and submittal of required documents.

(6) Developer shall comply with the terms of this Agreement, and the provisions of any agreement submitted to City pursuant to this Agreement in relation to the Public Improvements, which agreements shall not be assigned without prior written approval from City.
(7) Developer shall comply with performance and maintenance securities requirements specified in Subsection 11-315.06.G of the City of Fremont, Nebraska Municipal Code ("Code") and as otherwise required by applicable law. Developer shall cause City to be named as an additional insured under any policy of insurance, including all payment and performance bonds obtained by Developer, or any other person, (whether or not required by this Agreement) in connection with the construction, installation, or operation of any Public Improvement for which Developer will be the Lead Agency or responsible to construct.

(8) Developer shall ensure that all documents, contracts, and instruments prepared or entered into by or on behalf of Developer, its agents, contractors, or subcontractors pursuant to the terms of this Agreement, shall, in all material respects, be fully authorized, valid, binding, and enforceable in accordance with their terms.

(9) Developer shall cause all delinquent personal property and real estate taxes and assessments levied on the Development Area to be paid prior to City’s approval of the Final Plat.

(10) Except for damages or claims resulting solely from the negligence or malfeasance of Developer or any of its officers, agents, or employees, Developer shall not be liable to any person as a result of any act undertaken by City or Developer to date, or at any time in the future in furtherance of this Agreement, and, to the maximum extent permitted by law, City hereby waives for itself, its employees, agents, and assigns any such right, remedy, or recourse it may have against Developer, its officers, agents, or employees, and in no event shall Developer or any of its officers, agents, or employees be liable for consequential, incidental or indirect damages.

B. City Representations and Acknowledgments. City represents and warrants to Developer as follows:

(1) City agrees to reasonably cooperate with Developer, its agents, contractors, and subcontractors for the timely and orderly installation of the Public Improvements following the execution of this Agreement and submittal of required documents.

(2) City shall pay the Cost for any oversizing of Dedicated Streets (above those specifications shown on Exhibit "B" or the sizes listed in Table 11-713.02.01 of the Fremont Unified Development Code) and any oversizing of Public Improvements, if any, approved and authorized by the City.

(3) City represents and warrants that Developer shall have no responsibility for any costs for future improvements to Dedicated Streets so long as the Dedicated Streets are constructed in accordance with this Agreement.
Neither City nor any of its officers, agents, or employees:

i. Is acting as attorney, architect, engineer, or otherwise in the interest or on behalf of Developer in furtherance of this Agreement; or

ii. Owes any duty to Developer or any other person because of any action City or Developer has undertaken, or in the future will undertake in furtherance of this Agreement, including any City inspection or City approval of any matter related to the same.

iii. Except for damages or claims resulting solely from the negligence or malfeasance of City or any of its officers, agents, or employees, shall be liable to any person as a result of any act undertaken by City or Developer to date, or at any time in the future in furtherance of this Agreement, and, to the maximum extent permitted by law, Developer hereby waives for itself, its employees, agents, and assigns any such right, remedy, or recourse it may have against City, its officers, agents, or employees, and in no event shall City or any of its officers, agents, or employees be liable for consequential, incidental or indirect damages.

SECTION 4 APPORTIONMENT OF COSTS, CONSTRUCTION OF IMPROVEMENTS AND RESPONSIBILITIES

A. Apportionment of Costs and Construction of Private Improvements and Public Improvements. Developer, at its sole cost and expense, shall be responsible for constructing and privately financing and paying for the Cost of all Private Improvements. The Parties shall be responsible for the construction and Cost of the Public Improvements as follows:

1) Electric Power System. City shall be responsible to construct and pay the cost, except as provided for herein, of an Electric Power System within the Development Area. The City shall construct, own, operate and maintain all electric distribution lines, including service lines to the single-family residence in the Development Area.

Residential: Before City commences construction of an underground Electric Power System, Developer shall pay the City $750 per each residential multi-family apartment building (9 anticipated).

Commercial and Multifamily (apartment) Buildings: The City shall construct and install underground primary (8000-volt & 13,800-volt) electric service, devices, and facilities.

For the Fountain Springs Adult Apartment Properties Development, the following costs shall be paid by Developer:
i. The cost difference between overhead and underground construction; i.e., a cost of $3,146 per apartment building (assuming nine buildings).

ii. The Developer will provide and install two – 2-inch PVC conduits, for electric primary cables, from the transformer location to nearest power pole or sectionalizer location as determined by the City; this conduit will be transferred by warranty bill of sale to the City and thereafter operated and maintained by the City.

iii. The Developer will provide and install all secondary conduits, wire, and meterbank enclosures that will feed each apartment building; this equipment will not be owned nor maintained by the City.

iv. The Developer shall reimburse City for the Cost of the public street lighting at the applicable RES1 or DES1 rates ($750 and $2,700), consisting of five (5) such structures along all Dedicated Streets per City specifications, as shown on Exhibit “B”.

Upon completion of the public street lighting, City shall invoice such Cost, and Developer shall pay such invoice within thirty (30) days after City sends such invoice. All other costs of the Electric Power System not listed above shall be paid by the City.

(1) Water Distribution System. Developer shall be the Lead Agency and shall be responsible to construct and pay for the Cost of a Water Distribution System and water main system as designed by a licensed engineer up to the Development Area boundaries as shown on Exhibit “B”. This includes the main line, taps, and line to a stop box at edge of City right-of-way, in accordance with City specifications (the “Water Distribution System”). The Water Distribution System will be designed to serve all lots within the Development Area and shall be sized as specified in the plans and drawings in Exhibit “B”. Upon completion of the Water Distribution System and after having passed all necessary chemical and pressure testing requirements, Developer shall, at no cost to the City, transfer by warranty bill of sale, ownership of the Water Distribution System to the City for operation and maintenance.

For the Fountain Springs Adult Apartment Properties Development, the below costs shall be paid by Developer. All other costs of the Water Distribution System not listed below shall be paid by the City.

i. The cost of $18,000, a cost of $2,000 per apartment building (assuming nine buildings). The Water Connection District No. WC-903-06 connection fee will be waived for the connection to the City’s Water Distribution System.
(2) **Natural Gas System.** City shall be responsible to construct and pay for the Cost of the construction of a Natural Gas System and individual service lines that serve each platted lot inside the Development Area. The City shall construct, own, operate, and maintain all main gas lines and secondary lines up to each metering point in the Development Area.

(3) **Sanitary and Wastewater Sewers and Storm Sewers.** Developer shall be the Lead Agency and shall be responsible to construct and pay the Cost of the construction of a sanitary and wastewater sewers and storm sewers designed by a licensed engineer (including main line, tap, and line to edge of City right-of-way) in accordance with City specifications. The sanitary and wastewater sewer system and storm sewers shall be designed to serve all lots within the Development Area and shall be sized as specified in the plans and drawings in Exhibit “B”. Upon completion of the sanitary and wastewater sewer system and storm sewers and after having passed all testing requirements, Developer shall, at no cost to the City, transfer by warranty bill of sale ownership of the sanitary and wastewater system and storm sewers to City for operation and maintenance.

(4) **Dedicated Streets and Other Streets.** Developer shall be the Lead Agency and shall be responsible to construct all Dedicated Streets within the Development Area as shown on Exhibit “B”.

(5) **Sidewalks.** Developer shall be responsible to construct and pay the Cost of sidewalks along both sides of all Dedicated Streets. Developer shall provide dropped curbs for ADA ramps at all intersections with sidewalks within the Development Area.

(6) **Trails.** Developer shall be responsible to construct and pay the Cost of trails throughout the development, per Exhibit “B”.

(7) **Dedicated Street Signage and Traffic Controls.** Developer shall be responsible to construct and pay the Cost of any Dedicated Street signage, traffic control or signals required. Upon completion of the Public Improvements, Developer shall invoice City for its share of such Cost, and City shall pay such invoice within thirty (30) days after City receives such invoice.

(8) **Construction Stormwater Management.** Developer, its successors, or assigns shall be responsible for stormwater management of the systems shown on Exhibit “B” during and after construction of Public Improvements per City requirements.

(9) **Stormwater Detention Facilities.** Developer shall be the Lead Agency and shall be responsible to construct and pay for the Cost of stormwater
detention facilities. Developer shall own and maintain all stormwater detention facilities, as shown on Exhibit "B".

(10) **Fire Hydrants.** Pursuant to the Code, Developer shall be the Lead Agency and shall be responsible to construct, install and pay for the construction and installation Costs of fire hydrants for the protection of the Development Area. City shall approve the fire hydrant (i.e. Mueller A423 fire hydrant with a direct bury 5¼' or vertical shoe riser) and control valves before being installed by the Developer. The location of the hydrants must also be approved by City.

i. **Other Developer Responsibilities.**

(1) **Review Fee.** To cover engineering, legal and other miscellaneous expenses incurred by City in connection with City’s review of plans and specifications in connection with the construction of certain Public Improvements, Developer shall pay City a one-time fee of $1,000 prior to City’s approval of the plans and specifications for Public Improvements.

(2) **Grading.** Developer shall pay for the Cost of all grading of the Development Area, including all right-of-ways as shown in Exhibit “B”.

(3) **Entrance Signs.** Developer shall be responsible to construct, install and pay for the Cost of entrance signs or related fixtures and any median landscaping and related fixtures, if any. Plans for such proposed improvements that are to be located in public right-of-ways and a proposed maintenance agreement for the improvements must be submitted to the City for review and approval prior to the installation of improvements. Entrance signs shall be owned and maintained by the homeowner’s association.

(4) **No Wells.** Developer shall not design, construct, install, or expand any potable wells or potable well components within the Development Area (except wells for de-watering for construction of Public Improvements) without obtaining City’s approval, as required by Code. Furthermore, Developer shall remove all wells and well system components existing within the Development Area at the time of this Agreement’s execution prior to making a connection to the Water Distribution System. Developer shall obtain all requisite approvals from City and the State of Nebraska necessary to comply with this provision.

(5) **No Septic Systems.** Developer shall remove all septic systems, septic system components, and other onsite sewage retention systems existing within the Development Area at the time of this Agreement’s execution prior to making a connection to the Sanitary and Wastewater Sewer. Developer shall obtain all requisite approvals from City and State of Nebraska necessary to comply with this provision.
(6) **Subsequent Replatting.** If Developer wishes to replat any portion of the Development Area, such replat must be approved in accordance with Uniform Development Code (“Code”). If City approves such replat(s), such approval shall be contingent upon, but not limited to, Developer dedicating and filing of record all permanent easements necessary to provide additional access to the subdivided lots. All such easements must meet City’s approval prior to dedication.

(7) **Easements/Dedicated Right-of-Way.** Developer shall be responsible for granting easements and dedicated right-of-ways to City and memorializing such easements and dedicated right-of-ways on the Final Plat, as contemplated herein, if any. All such instruments shall include a prescription outlining the rights, terms, and maintenance responsibilities of the corresponding easements.

(8) **Plat.** Developer shall file or record the Final Plat with Dodge County and provide City with three executed paper copies and with a digital file in CAD/GIS format.

(9) **Compliance with Laws, Statutes, and Ordinances.** Developer, in performing its obligations under this Agreement, shall comply with all applicable federal, state, and local laws. The terms of this provision shall apply equally to Developer and any third party leasing any portion of the Development Area from Developer, and any party working for or on behalf of Developer.

**SECTION 5 MISCELLANEOUS**

A. **Incorporation of Recitals.** The recitals set forth above are, by this reference, incorporated into and deemed part of this Agreement.

B. **Agreement Binding.** The provisions of this Agreement, and all exhibits and documents attached or referenced herein, shall run with the land and shall be binding upon, and shall inure to the benefit of, the Parties, their respective representatives, successors, assigns, heirs, and estates, including all successor owners of the property described in the attached Exhibit “A”. Every time the phrase “successors or assigns”, or similar language, is used throughout this Agreement, it is to be attributed the same meaning as provided in this “Agreement Binding” provision. No special meaning shall be attributed to any instance herein in which the name of a Party is used without the phrase “successors and assigns” following immediately thereafter, unless expressly stated otherwise.

C. **Termination of Agreement.** This Agreement shall not be terminated except by: (1) written notice of termination by Developer to City, to be effective upon City’s receipt of the notice of termination, but only so long as no construction or
installation of any of the Public Improvements or Private Improvements has yet commenced or (2) written agreement between Developer and City in the event any construction or installation of any of the Public Improvements or Private Improvements has commenced. In the event the construction or installation of any of the Public Improvements or Private Improvements has commenced, Developer shall be required by City to complete the applicable Public Improvements and Private Improvements to a reasonable point of termination, as determined by City, to ensure the Development Area does not negatively impact public health, safety, and welfare. Notwithstanding the foregoing, City may suspend its performance under this Agreement upon the recurrence of any breach or default upon which City has given a notice to Developer specifying such breach or default (“Notice to Cure”) in the preceding one hundred eighty (180) days. City shall have no obligation to resume performance under this Agreement until such time as Developer has remedied the default specified in the Notice to Cure. Developer’s obligation to complete Public Improvements and Private Improvements that have commenced prior to termination of this Agreement to a reasonable point of termination, as determined by City, shall survive the expiration or termination of this Agreement.

D. Indemnity. Developer agrees to defend, indemnify, and hold City and its respective employees, agents, and assigns (each, a “City Indemnitee”) harmless from and against any and all responsibility, claims, liability, obligation, judgments, actions, loss, damage, or injury of any nature whatsoever arising from any act or omission constituting a breach of duty of the Developer in connection with the Final Plat, this Agreement, Development Area, and development, including payment of reasonable attorney’s fees; provided, that City must notify Developer in writing of the facts or underlying circumstances giving rise to an indemnification claim hereunder within two (2) years of the date that such City Indemnitee first obtains knowledge of such facts or circumstances giving rise to such claim.

E. Assignment. Developer may not assign all or any portion of this Agreement nor delegate any of its obligations hereunder without the express prior written consent of City, which consent shall not be unreasonably withheld.

F. No Waiver of Regulations. Nothing herein shall be construed to imply any waiver of any provision of the Code.

G. No Continuing Waivers. A waiver by any Party of any default, breach, or failure of another shall not be construed as a continuing waiver of the same or of any subsequent or different default, breach, or failure.

H. Severability. In the event that any provision of this Agreement proves to be invalid, void, or illegal by a court of competent jurisdiction, such decision shall in no way affect, impair, or invalidate any other provisions of this Agreement, thus such other provisions shall remain in full force and effect as if the invalid, void, or illegal provision was never part of this Agreement.
I. **Governing Law.** Any dispute arising from this contractual relationship shall be governed solely and exclusively by Nebraska law, except to the extent such provisions may be superseded by applicable federal law, in which case the latter shall apply.

J. **Forum Selection and Personal Jurisdiction.** Any dispute arising from this contractual relationship shall be solely and exclusively filed in, conducted in, and decided by the courts located in Dodge County, Nebraska. Accordingly, the Parties agree to exclusive personal jurisdiction in the courts located in Dodge County, Nebraska.

K. **Entire Agreement.** This Agreement and all exhibits and documents attached or referenced herein, which are hereby incorporated and specifically made a part of this Agreement by this reference, express the entire understanding and all agreements of the Parties. Specifically, this Agreement supersedes any prior written or oral agreement or understanding between or among any of the Parties, whether individually or collectively, concerning the subject matter hereof.

L. **Modification by Agreement.** This Agreement may be modified or amended only by a written agreement executed by both Parties. In the event a party to this Agreement or subsequent amendment(s) dissolves, or ceases to exist by some other means, without any valid successors or assigns, said party shall be deemed to be without signing authority and, accordingly, the signature of said party shall not be required in order to validly execute subsequent modifications or amendments to this Agreement. Any modifications or amendments to this Agreement shall conform to the requirements of any applicable laws, rules, regulations, standards, and specifications of any governmental agency with jurisdiction over any such matter included in any modification or amendment of this Agreement without cost to City.

M. **Notices, Consents, and Approvals.** Unless expressly stated otherwise herein, all payments, notices, statements, demands, requests, consents, approvals, authorizations, or other submissions required to be made by the Parties shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other only if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

For Developer:  
Fremont Enterprises, LLC  
1704 North Bell Street #134  
Fremont, Nebraska 68025
Such addresses, names, or titles may be changed from time to time by written notice to the other Party.

N. Related Contract(s) Voidable. No elected official or any officer or employee of City shall have a financial interest, direct or indirect, in any City contract related to this Agreement. Any violation of this section with the knowledge of the person or corporation contracting with City or such elected official, officer, or employee shall render such contracts voidable by the Mayor or City Council.

O. Non-Discrimination. In the performance of this Agreement, the Parties, their agents, contractors, subcontractors, and consultants shall not discriminate, or permit discrimination, against any person on account of disability, race, color, sex, age, political or religious opinions or affiliations, or national origin in violation of any applicable laws, rules, or regulations of any governmental entity or agency with jurisdiction over any such matter.

P. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define or limit the scope of any section.

Q. Approval of Annexation, Rezoning and Subdivision. Developer acknowledges that City’s approval of the annexation and rezoning of the Development Area, passed and approved by the Fremont City Council on July 9, 2019, by Resolution No. 2019-____ is specifically subject to and conditioned on Developer’s execution and compliance with this Agreement. The parties further acknowledge that consolidation and subdivision of the tax parcels within the Development Area will occur via administrative approval following execution of this Agreement.

R. No Obligation to Construct or Operate. It is expressly agreed that nothing contained in this Agreement shall be construed as an obligation, either expressed or implied, incumbent upon Developer to: (1) commence the construction of any Public Improvement (2) commence the operation of a business, or (3) thereafter continuously operate a business on the Development Area. City recognizes and agrees that Developer may, at Developer’s sole
discretion, elect not to develop the Development Area or, if developed, cease the operation of its business on the Development Area. If Developer does not develop the Development Area pursuant to this Agreement or ceases operation of the Development Area, City shall have the right to terminate this Agreement pursuant to the termination provisions provided for in this Agreement.

S. Compliance Letter. At any time, and from time to time, Developer may deliver written notice to City requesting that City provide a written Compliance Letter which provides that, to the knowledge of City: (1) this Agreement is in full force and effect and a binding obligation of the Parties, (2) this Agreement has not been amended, or if amended, the resolution number of each amendment, and (3) City has not notified Developer of a violation in relation to this Agreement, or, if a notification of violation has been provided to Developer, a brief description of said notification. The City Administrator, or his or her designee, shall be authorized to execute, on behalf of City, any Compliance Letter requested by Developer, which complies with this Section. City acknowledges that a Compliance Letter may be provided to transferees or successors in interest to Developer or to a mortgagee or beneficiary under a deed of trust holding an interest in the Development Area. City reserves the right to modify or amend any such Compliance Letter issued by City in the event City’s knowledge regarding the contents of such letter changes to an extent that the representations contained therein are no longer accurate.

T. Term. The Developer shall install all Public Improvements, that it is responsible to construct, within a two (2) years after the signing of this Agreement. The City Engineer may approve any extension of this time period.

(Signatures on following page)
ATTEST:  CITY:
City of Fremont, a Nebraska municipal corporation

_______________________________  ________________________________
Tyler Ficken, City Clerk        Scott Getzschman, Mayor

DEVELOPER:
Fremont Enterprises, LLC,
a Nebraska limited liability company

By:  

_____________________________
Name: Brian M. Zubert

Title:  Manager

STATE OF _________________) ss.
COUNTY OF _______________

Before me, a notary public, in and for said county and state, personally came
Brian M. Zubert, Manager of Fremont Enterprises, LLC, a Nebraska limited liability
company, known to me to be the identical person who executed the above instrument
and acknowledged the execution thereof be his voluntary act and deed on behalf of said
limited liability company.

Witness my hand and Notarial Seal this ___ day of ____________, 2019.

___________________________________________
Notary Public
**EXHIBIT "A"**

**Development Area**

**Legal Description:**

Lot 1, Fountain Springs Second Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska,

AND

Lot 2, Fountain Springs Second Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska,

AND

Lot 2, Fountain Springs Third Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska,

AND

Lot 1, Fountain Springs Fourth Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska,

AND

Lot 2, Fountain Springs Fourth Subdivision, an Addition to the City of Fremont, Dodge County, Nebraska,

TOGETHER WITH

All public rights-of-way contiguous thereto.

* Subsequent to the execution of this Subdivision Agreement, Redeveloper intends to administratively consolidate and further subdivide the Development Area. Subsequent to said administrative consolidation and subdivision, the above legal description shall be replaced with the legal description provided in the administrative consolidation and subdivision, as applicable, of the Development Area approved by the City.
EXHIBIT "B"

Site Plans

(See attached)
CITY COUNCIL OF THE CITY OF FREMONT,
NEBRASKA

RESOLUTION NO. 2019-119
Redevelopment Agreement for the Fountain Springs 55+ Apartment (Fremont Enterprises, LLC) Redevelopment Project

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA APPROVING THE REDEVELOPMENT AGREEMENT FOR THE FOUNTAIN SPRINGS 55+ APARTMENT REDEVELOPMENT PROJECT AND AUTHORIZING THE ISSUANCE OF TAX INCREMENT FINANCING INDEBTEDNESS.

WHEREAS, the Community Development Agency of the City of Fremont, Nebraska (the “CDA”) via Resolution No. 2014-137, dated July 29, 2104, approved and adopted a Redevelopment Plan and an Amendment to the Redevelopment Plan on July 9, 2019 via Resolution 2019-117, including the Cost-Benefit Analysis (the “Redevelopment Plan”) for the 23rd & Bell Redevelopment Area in the City of Fremont, Nebraska for a project identified as the Fountain Springs 55+ Apartment Redevelopment Project (the “Project”) pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 et seq. (the “Act”);

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

WHEREAS, on July 9, 2019, a meeting of the Mayor and City Council was held at the Fremont City Council Chambers, 400 East Military Road, in Fremont, Nebraska in order to determine whether the Redevelopment Agreement should be approved;

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

WHEREAS, the Redevelopment Plan is feasible and is in conformance with the general plan for development of the City and its objectives are being accomplished in the Redevelopment Agreement for the Project;

WHEREAS, the Project as described in the Redevelopment Agreement would not be economically feasible as designed without the use of tax increment financing; and the Project as designed would not occur in the 23rd & Bell Street Redevelopment Area without the use of tax increment financing; and the Project is in the long-term best interests of the community;
WHEREAS, the Mayor and City Council have reviewed the Redevelopment Agreement and has found it to be in conformity with the Act and the general plan for development of the City of Fremont, and in the best interests of the City of Fremont; and

WHEREAS, pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the Mayor and City Council desires to approve the Redevelopment Agreement and to approve TIF Indebtedness in an amount not to exceed THREE MILLION NINE HUNDRED THIRTYNINE THOUSAND ONE HUNDRED DOLLARS (3,939,100) in the form of the TIF Note attached to the Redevelopment Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of Fremont, Nebraska does hereby approve and adopt the Redevelopment Agreement in substantially the form attached hereto as Attachment “A”;

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

BE IT FURTHER RESOLVED, that the Mayor and City Council of the City of Fremont is hereby authorized, following the lapse of thirty (30) days after the approval of the Redevelopment Agreement, issue indebtedness in an amount not to exceed THREE MILLION NINE HUNDRED THIRTYNINE THOUSAND ONE HUNDRED DOLLARS (3,939,100) in the form of the TIF Note attached to the Redevelopment Agreement, with such TIF Indebtedness to be repaid solely from the Tax Increment created by the Project and does not represent the general obligation of the Mayor and City Council nor the City of Fremont; and

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

DATED THIS 9th DAY OF JULY 2019.

THE CITY OF FREMONT, NEBRASKA

By: ____________________________
Scott Getzschman, Mayor

ATTEST: _______________________
Tyler Ficken, City Clerk
ATTACHMENT “A”

Redevelopment Agreement

[See Attached]
TO: Honorable Mayor and City Council

FROM: Jody Sanders, CPA, Director of Finance

DATE: July 9, 2019

SUBJECT: Declaration of Official Intent to reimburse certain expenses from the proceeds of the Highway Allocation Pledge Bonds yet to be issued

Recommendation: Move to approve Resolution 2019-120 to declare the City’s intent to reimburse expenses from bond proceeds.

Background: In October 2018, City Council Resolution (CCR) 2018-229 authorized the Mayor to sign a financial agreement with the Nebraska Department of Transportation (NDOT) to construct the Southeast Beltway, a 3.2-mile four-lane divided expressway to connect U.S. Highway 77 with U.S. Highway 275. Under terms of the agreement, the City is responsible for up to $20 million of the projected $40 million project. The City has expended reserves on this project; however, in order to allow the City to reimburse the reserves for a portion of the project from bond proceeds, the Council must declare its intent to do so. Once this declaration is in place, the City can go back 60 days (to May 10), to reimburse for amounts spent after that date.

Please note that the amount in the resolution does not obligate the City to issue Highway Allocation Pledge Bonds, and in fact limits the amount of the future bond issue to $8,000,000.

The Utility and Infrastructure Board considered the resolution at its meeting earlier today.

Fiscal Impact: Approximately $1,500,000 in project costs can be reimbursed from the proposed bond proceeds.
RESOLUTION NO. 2019-120

A RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF FREMONT, NEBRASKA, TO REIMBURSE CERTAIN EXPENSES FROM THE PROCEEDS OF THE CITY’S HIGHWAY ALLOCATION FUND PLEDGE BONDS ISSUED IN CONNECTION WITH THE CONSTRUCTION OF CERTAIN ROAD IMPROVEMENTS.

Section 1. The Mayor and Council of the City of Fremont, Nebraska (the “City”) hereby find and determine that the City desires to construct certain road improvements consisting of the Southeast Beltway, which will connect U.S. Highway 77 and U.S. Highway 275 (the “Project”). The Mayor and Council of the City hereby find and determine that it is necessary and appropriate to declare their official intent to issue tax-exempt bonds on behalf of the City and in addition, the City's reasonable expectations to reimburse certain expenditures with the proceeds of such bonds as proposed to be issued by the City in connection with the proposed projects as described below.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. It is the intention of the City to issue its Highway Allocation Fund Pledge Bonds in a principal amount of not to exceed $8,000,000 to pay costs of the Project. The Mayor and the Director of Finance of the City (each, an “Authorized Officer”) each are hereby authorized to take such actions in furtherance of the issuance of such bonds as may be necessary or appropriate in connection therewith.

2. It is necessary and appropriate to declare an official intent of the City to issue tax-exempt obligations for the purposes described in Section 1 and, in addition, the City's reasonable expectations to reimburse certain expenditures with the proceeds of such tax-exempt obligations as proposed to be issued by the City. This resolution shall stand as a statement of the official intent of the City under Regulation Section 1.150-2 and for such purpose the following information is hereby given:

   a. A general functional description of the project for which expenditures may be made and reimbursement from tax-exempt obligations may be had is the construction of certain road improvements consisting of the Southeast Beltway, which will connect U.S. Highway 77 and U.S. Highway 275.

   b. The principal amount of tax-exempt obligations expected to be issued by the City for that portion of improvements pertaining to this reimbursement resolution is estimated to be not more than $1,500,000.

3. The terms and conditions upon which the bonds are to be issued for the purposes described in this resolution shall be set out in an authorizing ordinance to be presented at a future meeting of the City Council.
4. The adoption of this resolution shall not in any way be construed as a commitment, contractual or otherwise, on the part of the City to provide any funding related to the Project or to issue any such bonds and the Mayor and Council shall retain full discretion to determine when and whether to issue any such bonds as requested.

5. All resolutions and orders or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption.

Passed and approved this 9th day of July, 2019.

______________________________
Scott Getzschman, Mayor

ATTEST:

______________________________
Tyler Ficken, City Clerk

(SEAL)