UTILITY & INFRASTRUCTURE BOARD

January 14, 2020 - 4:00 P.M.
Fremont Municipal Building, 2nd Floor Conference Room,
400 East Military, Fremont Nebraska

REGULAR MEETING:

1. Meeting called to order

2. Roll call

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

3. Approve minutes of December 30, 2019.

4. Consider Accounts Payable through January 14, 2020.

5. Receive Investments Report.

REGULAR AGENDA:

6. Consider Bid for Compact (Mini) Excavator for the Warehouse.

7. Consider Bid for Altec AT40GW Aerial Device for the Distribution Department.

8. Consider Right of Way Sale to State for the Southeast Beltway Roadway Project.

9. Consider Traffic Committee Report and Recommendations.

10. Consider Purchase of TimeClock Plus Software and Hardware.

11. Consider Renewal of Quicklime Reagent Supply Agreement for LDW Power Plant.

12. Consider Service and Support Agreement with Siemens for LDW Power Plant Unit 8 Induced Draft Fan Variable Frequency Drive.

13. Consider Purchase Contract for Coal for LDW Power Plant for 2020 and 2021.

14. Consider Software and Support Agreement with Honeywell for LDW Power Plant Units 6, 7, & 8.

15. Consider Auxiliary Equipment Rental, Installation, and Removal of Scaffolding for LDW Power Plant Unit 8 Boiler Pressure Part Evaluation and Remaining Useful Life Study, Flow Accelerated Corrosion Study and High Energy Piping Hanger Evaluation.

16. City Administrator Update (no board action is requested).

    a. SCADA Project Update
    b. Fiber Installation Update

17. Adjournment

The agenda was posted at the Municipal Building on January 10, 2020. The agenda and enclosures are distributed to the Board and posted on the City of Fremont's website. The official current copy of the agenda is available at Municipal Building, 400 East Military, office of the City Administrator. A copy of the Open Meeting Law is posted in the 2nd floor conference room for review by the public. The Utility & Infrastructure Board reserves the right to adjust the order of items on this agenda.

CITY OF FREMONT UTILITY AND INFRASTRUCTURE BOARD
DECEMBER 30, 2019 - 4:00 P.M.

A meeting of the Utility and Infrastructure Board was held on December 30, 2019 at 4:00 p.m. in the 2nd floor meeting room at 400 East Military, Fremont, Nebraska. The meeting was preceded by publicized notice in the Fremont Tribune and the agenda displayed in the Municipal Building. The meeting was open to the public. A continually current copy of the agenda was available for public inspection at the office of the City Administrator, 400 East Military. The agenda was distributed to the Utility and Infrastructure Board on December 27, 2019 and posted, along with the supporting documents, on the City's website. A copy of the open meeting law is posted continually for public inspection.

ROLL CALL
Roll call showed Board Members Sawtelle, Shelso, Bolton, Vering, and Wiese present. 5 present, 0 absent. Others in attendance included Brian Newton, City Admin.; Jody Sanders, Finance Dir.; Lottie Mitchell, Exec. Assist; Al Kaspar, Elec. Engin.; Keith Kontor, WWTP/Wtr Supr.; Jan Rise, Admin Srvcs Dir.; and Dave Goedeken, Pub Wrks Dir.

CONSENT AGENDA
Moved by Member Shelso and seconded by Member Vering to approve items 3-5 (Minutes from December 10, 2019, Accounts Payable through December 30, 2019, the Collections Report). Ayes: Sawtelle, Shelso, Bolton, Vering, and Wiese. Motion carried 5-0.

CITY ADMINISTRATOR UPDATE (NO BOARD ACTION IS REQUESTED).

a. Kontor gave update on Wastewater Treatment Plant.
b. Newton gave update on Power Plant.

ADJOURNMENT
Moved by Member Bolton and seconded by Member Vering to adjourn at 4:26 p.m. Ayes: Sawtelle, Shelso, Bolton, Vering, and Wiese. Motion carried 5-0.

_____ _____
Allen Sawtelle, Chairman Toni Vering, Secretary

_____ _____ _____
David Shelso Michelle Wiese Gary Bolton

STAFF REPORT

TO: Utility and Infrastructure Board (UIB)
Brian Newton, City Administrator
Troy Schaben, Assistant City Administrator - Utilities

FROM: Jody Sanders, CPA, Director of Finance

DATE: January 14, 2020

SUBJECT: Claims

Recommendation: Move to approve December 31, 2019 through January 14, 2020 claims, as well as subsequent claims due and payable before the next meeting of the UIB.

Background: Staff is requesting approval by the UIB to pay claims that will become due and payable (by virtue of contractual agreements or regulatory requirements) before the next UIB 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 UIB meeting and included in the total requested by Council for approval.

- Direct deposit of employee payroll on January 23, 2020 and related withholdings remitted to pension plans, federal and state tax withholdings, and garnishments.
- Nebraska Department of Revenue – all sales tax collected and use tax owed by the utility departments.
- Transmission and energy purchases payable to Southwest Power Pool, every Tuesday.
- 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, and Peabody Coal, and freight charges to Union Pacific.
- Progress payments to Emerson Process Management under the contract for the SCADA project.
- 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, and bank analysis. These are based on a fee schedule.

Fiscal Impact: Utility funds claims total **$ 1,759,566.14**

PREPARED 12/30/2019 8:51:52 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 12302019 ANDERSEND
PAYMENT TYPES
Checks . . . . . Y
EFTs . . . . . Y
ePayables . . . . . Y
VOUCHER SELECTION CRITERIA
Voucher/discount due date 12/30/2019
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 2020/03
Payment date 12/30/2019

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003109	00	UPS							
5E9752529				00	12/30/2019	051-5001-940.60-79	12/28/19 Serv Chrg Share	14.50	
5E9752529				00	12/30/2019	051-5001-940.60-79	12/28/19 Serv Chrg Share	14.50	
5E9752529				00	12/30/2019	053-6105-502.50-23	Water Samples	44.62	
							VENDOR TOTAL *	73.62	
							TOTAL EXPENDITURES ****	73.62	
							GRAND TOTAL **********		73.62

DEPARTMENT OF UTILITIES
ELECTRONIC WITHDRAWAL LIST

FOR UTILITIES AND INFRASTRUCTURE BOARD MEETING: 1/14/20

AJ GROUP NO	VENDOR NAME	WITHDRAWAL DATE	ACCOUNT NO	ITEM DESCRIPTION	WITHDRAWAL AMOUNT
5719	TSYS MERCHANT SOLUTIONS	01/06/20	051-5001-903-60-77	CREDIT CARD FEES	1,367.88
5719	TSYS MERCHANT SOLUTIONS	01/06/20	051-5001-903-60-77	CREDIT CARD FEES	10,418.14
				TOTAL EXPENDITURES	11,786.02

PREPARED 01/06/2020 9:12:30 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 01062020 ANDERSEND
PAYMENT TYPES
Checks . . . . . Y
EFTs . . . . . Y
ePayables . . . . . Y
VOUCHER SELECTION CRITERIA
Voucher/discount due date 01/06/2020
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 2020
Disbursement year/per 2020/04
Payment date 01/06/2020

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003109	00	UPS							
5E9752010				00	01/06/2020	051-5001-940.60-79	01/04/20 Serv Chrg Share	7.75	
5E9752010				00	01/06/2020	051-5001-940.60-79	01/04/20 Serv Chrg Share	7.75	
5E9752010				00	01/06/2020	051-5205-580.60-79	Skarshaug Testing Lab	125.60	
5E9752010				00	01/06/2020	055-7105-502.60-79	Radwell Intl	14.05	
							VENDOR TOTAL *	155.15	
							TOTAL EXPENDITURES ****	155.15	
							GRAND TOTAL **********		155.15

PREPARED 01/09/2020 8:33:39 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 01092020 ANDERSEND
PAYMENT TYPES
Checks . . . . . Y
EFTs . . . . . Y
ePayables . . . . . Y
VOUCHER SELECTION CRITERIA
Voucher/discount due date 01/09/2020
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 2020
Disbursement year/per 2020/04
Payment date 01/09/2020

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000584	00	CEI							
20200109		PR0109		00	01/09/2020	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	122,030.76
							VENDOR TOTAL *	.00	122,030.76
0002999	00	LAUGHLIN TRUSTEE, KATHLEEN A							
20200109		PR0109		00	01/09/2020	051-0000-241.00-00	PAYROLL SUMMARY	35.00	
							VENDOR TOTAL *	35.00	
0004653	00	NEBRASKA DEPT OF REVENUE-GARNISHMNT							
20200109		PR0109		00	01/09/2020	051-0000-241.00-00	PAYROLL SUMMARY	40.00	
							VENDOR TOTAL *	40.00	
0004192	00	PAYROLL EFT DEDUCTIONS							
20200109		PR0109		00	01/09/2020	051-0000-241.00-00	PAYROLL SUMMARY	198,071.48	
							VENDOR TOTAL *	198,071.48	
							EFT/EPAY TOTAL ***		122,030.76
							TOTAL EXPENDITURES ****	198,146.48	122,030.76
							GRAND TOTAL **********		320,177.24

Account Number	Employee Name	Social Security	Deposit Amount

Final Total 310,867.54 Count 178

Nebraska Department of REVENUE
www.revenue.ne.gov

Nebraska and Local Sales and Use Tax Return

FORM 10

Tax Cat.	Nebr. I.D. Number	Rpt. Code	Tax Period
1	55808	1	12/2019

Reference No.: 01B005674106
Date Filed: Tue, Jan 07, 2020 09:19:16 AM
Scheduled Payment Amount: 270,426.43
Scheduled Payment Date: Wed, Jan 15, 2020

27753

Due Date: 01/21/2020

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	6,588,107.00
2	Net Nebraska taxable sales		2	3,857,795.00
3	Nebraska sales tax (line 2 multiplied by .055)		3	212,178.73
4	Nebraska use tax	4 9,047.79		
5	Local use tax from Nebraska Schedule I	5 2,467.58		
6	Local sales tax from Nebraska Schedule I		6	46,807.33
7	Total Nebraska and local sales tax (line 3 plus line 6)		7	258,986.06
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	258,911.06
10	Total Nebraska and local use tax (line 4 plus line 5)		10	11,515.37
11	Total Nebraska and local sales and use tax due (line 9 plus line 10)		11	270,426.43
12	Previous balance with applicable interest at 5.0% per year and payments received through		12	

DO NOT FILE

13	BALANCE DUE (line 11 plus or minus line 12). Pay in full	13	270,426.43

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 December 2019

Sales Tax Payable	051-0000-236-0000	$ 258,986.05
Use Tax	051-0000-236-0100	$ 9,051.88
	053-0000-236-0100	$ 2,165.17
	057-0000-236-0100	$ 298.32
Collection Fee	051-5001-421-0000	$ 74.99
Cash/Total Due	051-0000-131-0000	$ 267,962.94
	053-0000-131-0000	$ 2,165.17
	057-0000-131-0000	$ 298.32

PREPARED 01/09/2020 11:06:42 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 01092020 ANDERSEND
PAYMENT TYPES
Checks . . . . . Y
EFTs . . . . . Y
ePayables . . . . . Y
VOUCHER SELECTION CRITERIA
Voucher/discount due date 01/15/2020
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 2020
Disbursement year/per 2020/04
Payment date 01/15/2020

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004276	00	AIRGAS USA LLC							
9096180986		PI1554		00	01/15/2020	051-5105-502.50-35	PO NUM 049334	EFT:	146.08
9096403072		PI1625		00	01/15/2020	051-5105-502.50-35	PO NUM 049334	EFT:	239.04
9096403073		PI1648		00	01/15/2020	051-5105-502.50-35	PO NUM 052662	EFT:	155.33
9096403071		PI1684		00	01/15/2020	051-5105-502.50-35	PO NUM 052590	EFT:	121.25
9096403071		PI1685		00	01/15/2020	051-5105-502.50-35	PO NUM 052590	EFT:	523.00
							VENDOR TOTAL *	.00	1,184.70
0004585	00	AMERICAN BROADBAND INTERNET							
51262 0120		PI1644		00	01/15/2020	051-5001-922.50-53	PO NUM 052211	439.40	
							VENDOR TOTAL *	439.40	
0000169	00	AMERICAN PUBLIC POWER ASSOCIATION							
339846		PI1652		00	01/15/2020	051-5205-580.60-62	PO NUM 052747	EFT:	785.00
							VENDOR TOTAL *	.00	785.00
0004186	00	ANDERSON INDUSTRIAL ENGINES INC							
431071		PI1694		00	01/15/2020	055-7105-502.50-35	PO NUM 052781	1,172.00	
							VENDOR TOTAL *	1,172.00	
0002869	00	AQUA-CHEM INC							
00192636		PI1560		00	01/15/2020	053-6105-502.50-52	PO NUM 052239	2,180.00	
							VENDOR TOTAL *	2,180.00	
0000983	00	ARPS							
26950		PI1703		00	01/15/2020	055-7105-502.60-59	PO NUM 052826	150.00	
							VENDOR TOTAL *	150.00	
0002531	00	BABCOCK & WILCOX COMPANY							
BA60371253		PI1550		00	01/15/2020	051-0000-153.00-00	PO NUM 052715	EFT:	1,515.94
							VENDOR TOTAL *	.00	1,515.94
0003013	00	BARCO MUNICIPAL PRODUCTS INC							
IN-235644		PI1563		00	01/15/2020	051-5001-940.50-35	PO NUM 052644	1,712.00	
IN-235644		PI1564		00	01/15/2020	051-5001-940.60-79	PO NUM 052644	107.00	
							VENDOR TOTAL *	1,819.00	
0003660	00	BAUER BUILT INC							
880072550		PI1626		00	01/15/2020	053-6205-583.60-59	PO NUM 052067	80.00	
880072485		PI1762		00	01/15/2020	053-6205-583.50-48	PO NUM 052834	341.02	
880072485		PI1763		00	01/15/2020	053-6205-583.60-61	PO NUM 052834	36.00	
							VENDOR TOTAL *	457.02	
9999999	00	BENDIG, CANDICE M							
000051301		UT		00	01/15/2020	051-0000-143.00-00	MANUAL CHECK	60.14	
							VENDOR TOTAL *	60.14	
0004471	00	BERKS CAST PARTS INC							
4346		PI1772		00	01/15/2020	051-5105-502.50-35	PO NUM 052366	44,384.90	ASHCOLITE PIPE FOR UNDER WAREHOUSE DRIVEWAY AT POWER PLANT
							VENDOR TOTAL *	44,384.90	
0002977	00	BEST CARE EAP							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT	
0002977	00	BEST CARE EAP								
110719 PHILLIPS		PI1769		00	01/15/2020	051-5205-580.60-62	PO NUM 052288	179.00		
110719/STEVE C		PI1768		00	01/15/2020	057-8205-870.60-62	PO NUM 052283	179.00		
							VENDOR TOTAL *	358.00		
0004657	00	BGNE INC								
PI0073929		PI1758		00	01/15/2020	051-5001-940.50-35	PO NUM 052736	3,482.70		
PI0073929		PI1759		00	01/15/2020	051-5001-940.50-35	PO NUM 052740	1,439.65		
							VENDOR TOTAL *	4,922.35		
0004021	00	BINMASTER								
PSI023433		PI1696		00	01/15/2020	051-5105-502.50-35	PO NUM 052808	696.62		
PSI023433		PI1697		00	01/15/2020	051-5105-502.60-79	PO NUM 052808	26.24		
							VENDOR TOTAL *	722.86		
0003545	00	BOMGAARS SUPPLY INC								
16491032		PI1556		00	01/15/2020	051-5001-940.50-35	PO NUM 052068	192.47		
16494398		PI1671		00	01/15/2020	053-6205-583.50-48	PO NUM 052068	96.29		
							VENDOR TOTAL *	288.76		
0002902	00	BORDER STATES / KRIZ-DAVIS								
919166604		PI1545		00	01/15/2020	051-0000-154.00-00	PO NUM 052047	EFT:	2,874.74	
919191264		PI1620		00	01/15/2020	051-0000-154.00-00	PO NUM 052448	EFT:	57.65	
919191265		PI1621		00	01/15/2020	051-0000-154.00-00	PO NUM 052626	EFT:	225.98	
919217367		PI1708		00	01/15/2020	051-0000-154.00-00	PO NUM 052705	EFT:	629.89	
919166606		PI1555		00	01/15/2020	051-5205-580.50-35	PO NUM 051934	EFT:	58.02	
919166607		PI1561		00	01/15/2020	051-5205-580.50-35	PO NUM 052339	EFT:	252.43	
919166605		PI1567		00	01/15/2020	051-5205-580.50-35	PO NUM 052767	EFT:	426.93	
919217366		PI1736		00	01/15/2020	051-5205-580.50-35	PO NUM 051934	EFT:	850.76	
919205680		PI1712		00	01/15/2020	053-6105-502.50-35	PO NUM 052078	EFT:	128.11	
919212526		PI1713		00	01/15/2020	055-7105-502.50-35	PO NUM 052078	EFT:	84.41	
							VENDOR TOTAL *	.00	5,588.92	
0002836	00	BURNS & MCDONNELL ENGINEERING CO								
118573-2		PI1597		00	01/15/2020	053-6105-502.60-57	PO NUM 051794	61,776.01		WELL FIELD HORIZONTAL WELL STUDY PHASE II
							VENDOR TOTAL *	61,776.01		awarded by CCR 2019-161
0004518	00	CAPPEL AUTO SUPPLY INC								
2634-00-010414		PI1640		00	01/15/2020	051-5001-940.50-35	PO NUM 052100	233.41		
2634-00-010449		PI1641		00	01/15/2020	051-5001-940.50-35	PO NUM 052100	220.49		
2634-00-010502		PI1642		00	01/15/2020	051-5001-940.50-35	PO NUM 052100	147.50		
2634-00-010338		PI1639		00	01/15/2020	051-5205-580.50-48	PO NUM 052100	77.13		
2634-00-010615		PI1643		00	01/15/2020	053-6205-583.50-48	PO NUM 052100	38.46		
							VENDOR TOTAL *	716.99		
0000584	00	CEI								
JAN 20 WC				00	01/15/2020	051-5001-919.20-29	Jan 2020 Workers Comp	EFT:	31,250.00	
							VENDOR TOTAL *	.00	31,250.00	
0004615	00	CENTRAL PLAINS ENERGY PROJECT*WIRE*								

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004615	00	CENTRAL PLAINS ENERGY PROJECT*WIRE*							
121912A197				00	01/15/2020	057-8205-807.50-02	Dec'19 CPEP3	246,915.00	Natural gas purchases under contract
121918A885				00	01/15/2020	057-8205-807.50-02	Dec'19 CPEP4	80,135.00	
							VENDOR TOTAL *	327,050.00	
0002951	00	CENTRAL STATES GROUP							
1385748-00		PI1549		00	01/15/2020	051-0000-153.00-00	PO NUM 052673	131.48	
							VENDOR TOTAL *	131.48	
0002675	00	CENTURYLINK							
4027216169		0120PI1748		00	01/15/2020	051-5001-922.50-53	PO NUM 052104	97.70	
4027216223		0120PI1749		00	01/15/2020	051-5001-922.50-53	PO NUM 052104	94.91	
4027219747		0120PI1750		00	01/15/2020	051-5001-922.50-53	PO NUM 052104	54.67	
4027219747		1219PI1767		00	01/15/2020	051-5001-922.50-53	PO NUM 052104	54.67	
							VENDOR TOTAL *	301.95	
0005031	00	CENTURYLINK - BUSINESS SERVICES							
1482263962		PI1645		00	01/15/2020	051-5001-922.50-53	PO NUM 052212	191.95	
							VENDOR TOTAL *	191.95	
0001021	00	CHARLESTON INC							
841250		PI1739		00	01/15/2020	051-5105-502.50-35	PO NUM 052069	6.22	
							VENDOR TOTAL *	6.22	
0005237	00	COMMERCE TECHNOLOGIES LLC							
24206		PI1562		00	01/15/2020	051-5105-502.50-42	PO NUM 052511	420.66	
							VENDOR TOTAL *	420.66	
0001037	00	CONSTRUCTION EMPLOYERS ASSOCIATION							
112019		PI1614		00	01/15/2020	051-5001-903.60-78	PO NUM 052777	312.50	
							VENDOR TOTAL *	312.50	
0004152	00	CORE & MAIN LP							
L694656		PI1612		00	01/15/2020	053-6205-583.50-35	PO NUM 052718	400.07	
							VENDOR TOTAL *	400.07	
0005198	00	CRANE SALES & SERVICE							
13307CD99093746		PI1722		00	01/15/2020	051-5105-502.60-59	PO NUM 052703	3,210.00	
							VENDOR TOTAL *	3,210.00	
0001643	00	CULLIGAN OF OMAHA							
967459		PI1689		00	01/15/2020	051-5105-502.50-35	PO NUM 052659	828.00	
144105 1219		PI1719		00	01/15/2020	055-7105-502.50-95	PO NUM 052423	62.00	
144105 1219		PI1720		00	01/15/2020	055-7105-502.60-76	PO NUM 052423	26.00	
							VENDOR TOTAL *	916.00	
0004078	00	DBI INC							
INV37168		PI1691		00	01/15/2020	057-8205-870.60-61	PO NUM 052723	600.00	
							VENDOR TOTAL *	600.00	
0003185	00	DEPARTMENT OF ENERGY							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003185	00	DEPARTMENT OF ENERGY							
BFPB002861219				00	01/15/2020	051-5105-555.50-00	Dec 2019 Hydroelectric power under PPA (WAPA)	EFT:	58,350.12
							VENDOR TOTAL *	.00	58,350.12
0001072	00	DODGE COUNTY TREASURER							
1255057 UTV		PI1447		00	01/15/2020	051-5001-950.80-50	S Tax/Title Distr UTV	1,170.26	
							VENDOR TOTAL *	1,170.26	
0001072	00	DODGE COUNTY TREASURER,CK GRP-1							
270137996 2019		PI1761		00	01/15/2020	051-5001-919.60-77	PO NUM 052830	7,014.60	
							VENDOR TOTAL *	7,014.60	
0003091	00	DUTTON-LAINSON CO							
812088-1		PI1551		00	01/15/2020	051-0000-154.00-00	PO NUM 052726	EFT:	81.96
812087-1		PI1552		00	01/15/2020	051-0000-154.00-00	PO NUM 052729	EFT:	205.44
S12026-1		PI1660		00	01/15/2020	051-0000-154.00-00	PO NUM 052701	EFT:	2,064.67
812274-1		PI1709		00	01/15/2020	051-0000-154.00-00	PO NUM 052768	EFT:	625.73
							VENDOR TOTAL *	.00	2,977.80
0003087	00	EAKES OFFICE SOLUTIONS							
7927315-1		PI1553		00	01/15/2020	051-0000-154.00-00	PO NUM 052741	87.65	
7931802-0		PI1695		00	01/15/2020	051-5105-502.50-40	PO NUM 052791	122.35	
							VENDOR TOTAL *	210.00	
9999999	00	ECKARDT, GREGG R							
000079977		UT		00	01/15/2020	051-0000-143.00-00	MANUAL CHECK	159.06	
							VENDOR TOTAL *	159.06	
0005155	00	EHPV OPERATING GROUP LLC (BIG RED)							
122619/ MATT S		PI1598		00	01/15/2020	051-5205-580.20-29	PO NUM 052065	10.82	
122619/COLLINS		PI1599		00	01/15/2020	051-5205-580.20-29	PO NUM 052065	11.47	
122619/MENARD		PI1600		00	01/15/2020	051-5205-580.20-29	PO NUM 052065	14.06	
123019 KEVIN S		PI1663		00	01/15/2020	053-6205-583.20-29	PO NUM 052065	9.08	
123019 KEVIN S		PI1664		00	01/15/2020	053-6205-583.20-29	PO NUM 052065	9.09	
123019 LIMMER		PI1665		00	01/15/2020	053-6205-583.20-29	PO NUM 052065	9.09	
123019 LIMMER		PI1666		00	01/15/2020	053-6205-583.20-29	PO NUM 052065	9.08	
123119 DOWTY		PI1667		00	01/15/2020	053-6205-583.20-29	PO NUM 052065	17.30	
123119 KEVIN S		PI1668		00	01/15/2020	053-6205-583.20-29	PO NUM 052065	16.98	
123119 MACE K		PI1669		00	01/15/2020	053-6205-583.20-29	PO NUM 052065	21.85	
123119 NORBERG		PI1670		00	01/15/2020	053-6205-583.20-29	PO NUM 052065	19.46	
							VENDOR TOTAL *	148.28	
0004551	00	ELEMETAL FABRICATION LLC							
103243		PI1715		00	01/15/2020	051-5105-502.50-35	PO NUM 052087	118.34	
15153		PI1756		00	01/15/2020	051-5105-502.60-61	PO NUM 052456	365.11	
15620		PI1675		00	01/15/2020	055-7105-502.50-35	PO NUM 052087	107.40	
							VENDOR TOTAL *	590.85	
0001091	00	EMANUEL PRINTING INC							
9523		PI1650		00	01/15/2020	051-5001-920.50-31	PO NUM 052724	184.96	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001091	00	EMANUEL PRINTING INC							
							VENDOR TOTAL *	184.96	
0002050	00	FASTENAL CO							
NEFRE172080		PI1672		00	01/15/2020	051-5105-502.50-35	PO NUM 052073	EFT:	16.68
NEFRE172182		PI1673		00	01/15/2020	051-5105-502.50-35	PO NUM 052073	EFT:	29.63
							VENDOR TOTAL *	.00	46.31
0001729	00	FCX PERFORMANCE INC							
4496886		PI1547		00	01/15/2020	051-0000-153.00-00	PO NUM 052554	360.02	
							VENDOR TOTAL *	360.02	
0005189	00	FISCHER OIL SALES							
441213		PI1569		00	01/15/2020	051-5001-940.50-35	PO NUM 052788	158.25	
							VENDOR TOTAL *	158.25	
0004833	00	FREMONT AREA UNITED WAY							
DEC'19 CARESHAR				00	01/15/2020	055-0000-242.02-00	Dec 2019 Care & Share	EFT:	319.50
							VENDOR TOTAL *	.00	319.50
0001131	00	FREMONT TRIBUNE							
846678		PI1716		00	01/15/2020	051-5105-502.60-78	PO NUM 052097	34.04	
869751		PI1717		00	01/15/2020	051-5105-502.60-78	PO NUM 052097	128.76	
							VENDOR TOTAL *	162.80	
0001132	00	FREMONT WINNELSON CO							
340575 01		PI1557		00	01/15/2020	053-6105-502.50-35	PO NUM 052074	16.20	
							VENDOR TOTAL *	16.20	
0001139	00	GERHOLD CONCRETE CO INC							
116763		PI1558		00	01/15/2020	053-6105-502.50-35	PO NUM 052075	164.52	
							VENDOR TOTAL *	164.52	
9999999	00	GERMAN, RYAN M							
000076449		UT		00	01/15/2020	051-0000-143.00-00	MANUAL CHECK	24.75	
							VENDOR TOTAL *	24.75	
0001148	00	GOREE BACKHOE & EXCAVATING INC							
12503		PI1766		00	01/15/2020	051-5001-940.50-35	PO NUM 052857	2,113.85	
							VENDOR TOTAL *	2,113.85	
0002886	00	GREATER FREMONT DEVELOPMENT COUNCIL							
5522		PI1615		00	01/15/2020	051-5001-919.60-65	PO NUM 052795	EFT:	22,500.00
							VENDOR TOTAL *	.00	22,500.00
0004419	00	HANSEN TIRE LLC							
27003		PI1627		00	01/15/2020	051-5001-940.50-35	PO NUM 052076	25.26	
27005		PI1629		00	01/15/2020	051-5001-940.50-48	PO NUM 052076	246.87	
27004		PI1628		00	01/15/2020	051-5205-580.50-48	PO NUM 052076	38.89	
27016		PI1630		00	01/15/2020	051-5205-580.50-48	PO NUM 052076	65.00	

Quarterly marketing services for the Utilities

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004419	00	HANSEN TIRE LLC							
27016		PI1631		00	01/15/2020	051-5205-580.60-59	PO NUM 052076	45.00	
27017		PI1632		00	01/15/2020	053-6205-583.50-48	PO NUM 052076	2.11	
27017		PI1633		00	01/15/2020	053-6205-583.60-59	PO NUM 052076	20.00	
27034		PI1634		00	01/15/2020	057-8205-870.50-48	PO NUM 052076	2.11	
27034		PI1635		00	01/15/2020	057-8205-870.60-59	PO NUM 052076	20.00	
							VENDOR TOTAL *	465.24	
0004655	00	HYLAND SOFTWARE INC							
010720/BARKER		TPI1770		00	01/15/2020	051-5001-922.60-62	PO NUM 052867	3,000.00	
010720/FICKEN		PI1771		00	01/15/2020	051-5001-922.60-62	PO NUM 052867	3,000.00	
							VENDOR TOTAL *	6,000.00	
0004538	00	INDEECO							
560907		PI1548		00	01/15/2020	051-0000-153.00-00	PO NUM 052649	467.28	
							VENDOR TOTAL *	467.28	
0001833	00	INDUSTRIAL SALES CO INC							
1053204-001		PI1546		00	01/15/2020	057-0000-154.00-00	PO NUM 052350	996.44	
							VENDOR TOTAL *	996.44	
0003074	00	JACKSON SERVICES INC							
20191212		PR1212		00	01/15/2020	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	164.14
20191226		PR1226		00	01/15/2020	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	164.14
567 - 123119				00	01/15/2020	051-5001-940.50-46	Dec Mats	EFT:	63.16
567 - 123119				00	01/15/2020	051-5001-940.20-29	Dec Uniforms/Whse	EFT:	86.08
1110 - 123119				00	01/15/2020	051-5001-932.50-46	Dec Mats/Towels	EFT:	188.74
1110 - 123119				00	01/15/2020	051-5001-940.50-46	Dec Mats/Mops/Towels	EFT:	524.60
567 - 123119				00	01/15/2020	051-5105-502.50-46	Dec Mops	EFT:	66.36
567 - 123119				00	01/15/2020	051-5105-502.20-29	Dec Uniforms	EFT:	911.04
1110 - 123119				00	01/15/2020	051-5105-502.50-46	Dec Mats	EFT:	440.76
567 - 123119				00	01/15/2020	051-5205-580.20-29	Dec Uniforms/Elect Distr	EFT:	1,329.80
567 - 123119				00	01/15/2020	051-5205-580.20-29	Dec Uniforms/Engineers	EFT:	57.52
567 - 123119				00	01/15/2020	053-6205-583.20-29	Dec Uniforms	EFT:	323.36
567 - 123119				00	01/15/2020	055-7105-502.20-29	Dec Uniforms	EFT:	219.88
1110 - 123119				00	01/15/2020	055-7105-502.50-46	Dec Mats/Mops	EFT:	64.62
567 - 123119				00	01/15/2020	057-8205-870.20-29	Dec Uniforms	EFT:	744.08
							VENDOR TOTAL *	.00	5,348.28
0004205	00	JCI INDUSTRIES INC							
8188466		PI1706		00	01/15/2020	051-0000-153.00-00	PO NUM 052668	268.41	
8188478		PI1707		00	01/15/2020	051-0000-153.00-00	PO NUM 052668	77.77	
							VENDOR TOTAL *	346.18	
0001485	00	JOHN DAY COMPANY							
1584359-00		PI1723		00	01/15/2020	055-7205-583.50-35	PO NUM 052758	EFT:	459.00
1584359-00		PI1724		00	01/15/2020	055-7205-583.60-79	PO NUM 052758	EFT:	153.60
							VENDOR TOTAL *	.00	612.60
0004550	00	JOHNSON'S CYCLE AND AUTO LLC							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004550	00	JOHNSON'S CYCLE AND AUTO LLC							
129692		PI1568		00	01/15/2020	055-7105-502.50-35	PO NUM 052779	135.95	
							VENDOR TOTAL *	135.95	
0003319	00	KANO LABORATORIES INC							
81797860		PI1608		00	01/15/2020	051-5105-502.50-35	PO NUM 052657	453.74	
81797860		PI1609		00	01/15/2020	051-5105-502.60-79	PO NUM 052657	22.04	
							VENDOR TOTAL *	475.78	
9999999	00	LAMBERT, COLLIN P							
000080101		UT		00	01/15/2020	051-0000-143.00-00	MANUAL CHECK	116.29	
							VENDOR TOTAL *	116.29	
0002654	00	LEAGUE ASSN OF RISK MANAGEMENT							
13800		PI1616		00	01/15/2020	051-5001-919.60-63	PO NUM 052796	3,993.12	
13814		PI1617		00	01/15/2020	051-5001-919.60-63	PO NUM 052796	157.83-	
13818		PI1618		00	01/15/2020	051-5001-919.60-63	PO NUM 052796	44.70	
							VENDOR TOTAL *	3,879.99	
9999999	00	LOPEZ, SAVANNAH L							
000078229		UT		00	01/15/2020	051-0000-143.00-00	MANUAL CHECK	64.48	
							VENDOR TOTAL *	64.48	
0004816	00	LUBRICATION ENGINEERS INC							
IN412066		PI1651		00	01/15/2020	055-7105-502.50-35	PO NUM 052731	297.50	
							VENDOR TOTAL *	297.50	
9999999	00	MAHRT, JARED							
000018529		UT		00	01/15/2020	051-0000-143.00-00	MANUAL CHECK	329.58	
							VENDOR TOTAL *	329.58	
0002972	00	MARK HYDRAULIC CO INC							
5120634		PI1565		00	01/15/2020	051-5105-502.50-35	PO NUM 052762	188.54	
5120634		PI1566		00	01/15/2020	051-5105-502.60-79	PO NUM 052762	22.64	
							VENDOR TOTAL *	211.18	
0002052	00	MATHESON LINWELD							
51567394		PI1740		00	01/15/2020	051-5001-940.60-76	PO NUM 052080	EFT:	83.60
20929080		PI1674		00	01/15/2020	051-5105-502.50-35	PO NUM 052080	EFT:	35.51
51562616		PI1714		00	01/15/2020	051-5105-502.60-76	PO NUM 052080	EFT:	142.63
20994486		PI1721		00	01/15/2020	051-5105-502.50-35	PO NUM 052499	EFT:	364.98
51567394		PI1741		00	01/15/2020	051-5205-580.60-76	PO NUM 052080	EFT:	122.74
51567394		PI1742		00	01/15/2020	057-8205-870.60-76	PO NUM 052080	EFT:	61.37
							VENDOR TOTAL *	.00	810.83
0000667	00	MCMASTER-CARR SUPPLY CO							
25802103		PI1730		00	01/15/2020	051-5105-502.50-35	PO NUM 052806	338.99	
25813433		PI1732		00	01/15/2020	051-5105-502.50-35	PO NUM 052813	120.30	
							VENDOR TOTAL *	459.29	
0001229	00	MENARDS - FREMONT							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001229	00	MENARDS - FREMONT							
85600		PI1661		00	01/15/2020	051-0000-154.00-00	PO NUM 052728	176.79	
85151		PI1744		00	01/15/2020	051-5001-940.50-35	PO NUM 052083	17.89	
85205		PI1559		00	01/15/2020	051-5105-502.50-35	PO NUM 052083	108.24	
85129		PI1743		00	01/15/2020	051-5205-580.50-35	PO NUM 052083	13.89	
84957/84958		PI1611		00	01/15/2020	055-7105-502.50-35	PO NUM 052717	147.96	
							VENDOR TOTAL *	464.77	
0002960	00	MIDLAND SCIENTIFIC INC							
6022499		PI1690		00	01/15/2020	055-7105-502.50-52	PO NUM 052716	270.90	
6024624		PI1757		00	01/15/2020	055-7105-502.50-52	PO NUM 052716	431.86	
							VENDOR TOTAL *	702.76	
0004883	00	MISSISSIPPI LIME COMPANY							
1469156				00	01/15/2020	051-0000-158.02-00	12/24/19 26.02 TN	EFT:	5,171.05
1470962				00	01/15/2020	051-0000-158.02-00	1/07/20 26.01 TN	EFT:	5,169.06
							VENDOR TOTAL *	.00	10,340.11
0005241	00	MORPHISEC INC							
230135		PI1585		00	01/15/2020	051-5001-922.60-65	PO NUM 052539	17,380.00	
							VENDOR TOTAL *	17,380.00	
0001486	00	MOTION INDUSTRIES INC							
NE01-527261		PI1575		00	01/15/2020	051-0000-153.00-00	PO NUM 052739	302.79	
NE01-527298		PI1595		00	01/15/2020	051-0000-153.00-00	PO NUM 052764	551.99	
NE01-527701		PI1726		00	01/15/2020	051-5105-502.50-35	PO NUM 052769	1,074.13	
							VENDOR TOTAL *	1,928.91	
0002985	00	MSC INDUSTRIAL SUPPLY CO INC							
83336951		PI1573		00	01/15/2020	051-0000-153.00-00	PO NUM 052648	EFT:	647.44
C83383751		PI1574		00	01/15/2020	051-0000-154.00-00	PO NUM 052732	EFT:	494.21
85080871		PI1623		00	01/15/2020	051-0000-154.00-00	PO NUM 052786	EFT:	33.56
85518421		PI1624		00	01/15/2020	051-0000-154.00-00	PO NUM 052793	EFT:	59.45
C85518431		PI1662		00	01/15/2020	051-0000-154.00-00	PO NUM 052793	EFT:	234.31
C85080861		PI1711		00	01/15/2020	051-0000-154.00-00	PO NUM 052786	EFT:	320.35
C85080861		PI1727		00	01/15/2020	051-5001-940.50-35	PO NUM 052786	EFT:	171.09
84144901		PI1594		00	01/15/2020	051-5105-502.50-35	PO NUM 052760	EFT:	325.28
84144881		PI1613		00	01/15/2020	051-5105-502.50-35	PO NUM 052765	EFT:	102.48
85033681		PI1653		00	01/15/2020	051-5105-502.50-35	PO NUM 052760	EFT:	16.33
C86001951		PI1731		00	01/15/2020	051-5105-502.50-35	PO NUM 052807	EFT:	57.55
86001971		PI1760		00	01/15/2020	051-5105-502.50-35	PO NUM 052807	EFT:	315.65
84217161		PI1647		00	01/15/2020	055-7105-502.50-35	PO NUM 052526	EFT:	47.28
							VENDOR TOTAL *	.00	2,824.98
0005010	00	NATIONAL FILTER MEDIA CORPORATION							
MS541555		PI1572		00	01/15/2020	051-0000-153.00-00	PO NUM 052618	2,367.34	
							VENDOR TOTAL *	2,367.34	
0001958	00	NEBR PUBLIC HEALTH ENVIRONMENTAL							
520863		PI1646		00	01/15/2020	053-6205-583.60-54	PO NUM 052242	EFT:	1,790.00

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001958	00	NEBR PUBLIC HEALTH ENVIRONMENTAL							
							VENDOR TOTAL *	.00	1,790.00
0003053	00	NEBRASKA HEALTH & HUMAN SERV-LIHEAP							
000014779		UT		00	01/15/2020	051-0000-143.00-00	Energy Assistance Refund	641.85	
							VENDOR TOTAL *	641.85	
0001473	00	NMC INC							
CUI734823		PI1657		00	01/15/2020	051-0000-153.00-00	PO NUM 052650	134.42	
CUI734823		PI1658		00	01/15/2020	051-0000-153.00-00	PO NUM 052650	36.46	
CUI740038		PI1659		00	01/15/2020	051-0000-153.00-00	PO NUM 052650	69.68	
CUI743405		PI1447		00	01/15/2020	051-5001-950.80-50	PO NUM 052542	17,735.25	
CUI743405		PI1447		00	01/15/2020	051-5001-950.80-50	PO NUM 052542 Sales Tax	1,160.25-	
							VENDOR TOTAL *	16,815.56	
0002937	00	O'KEEFE ELEVATOR CO INC							
00503458		PI1581		00	01/15/2020	051-5001-932.60-65	PO NUM 052166	197.05	
00503458		PI1582		00	01/15/2020	051-5105-502.60-65	PO NUM 052166	1,116.63	
							VENDOR TOTAL *	1,313.68	
0001020	00	O'REILLY AUTOMOTIVE INC							
0397-283310		PI1735		00	01/15/2020	051-0000-154.00-00	PO NUM 052639	191.83	
0397-286731		PI1636		00	01/15/2020	051-5001-940.50-35	PO NUM 052085	186.61	
0397-287815		PI1637		00	01/15/2020	051-5001-940.50-35	PO NUM 052085	120.93	
0397-288002		PI1638		00	01/15/2020	051-5001-940.50-35	PO NUM 052085	41.18	
0397-289094		PI1745		00	01/15/2020	051-5105-502.50-35	PO NUM 052085	48.04	
							VENDOR TOTAL *	588.59	
0002888	00	OFFICENET							
931387-0		PI1588		00	01/15/2020	051-5001-920.50-40	PO NUM 052725	214.24	
931387-0		PI1589		00	01/15/2020	051-5001-920.50-61	PO NUM 052725	211.22	
931502-0		PI1590		00	01/15/2020	051-5001-903.50-61	PO NUM 052733	422.44	
931666-0		PI1655		00	01/15/2020	051-5001-940.50-40	PO NUM 052772	168.08	
931499-0		PI1591		00	01/15/2020	051-5105-502.50-40	PO NUM 052744	202.09	
931667-0		PI1654		00	01/15/2020	055-7105-502.50-40	PO NUM 052770	147.13	
							VENDOR TOTAL *	1,365.20	
0005052	00	OLD DOMINION FREIGHT LINE INC							
27505460538		PI1692		00	01/15/2020	051-5105-502.60-79	PO NUM 052766	835.59	
							VENDOR TOTAL *	835.59	
0001624	00	OMAHA VALVE & FITTING CO							
27383		PI1725		00	01/15/2020	051-5105-502.50-35	PO NUM 052763	159.09	
							VENDOR TOTAL *	159.09	
0004671	00	ONE CALL CONCEPTS INC							
9120131		PI1679		00	01/15/2020	051-5001-940.60-61	PO NUM 052199	179.91	
							VENDOR TOTAL *	179.91	
0001268	00	P & H ELECTRIC INC							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001268	00	P & H ELECTRIC INC							
121503		PI1601		00	01/15/2020	051-5205-580.50-35	PO NUM 052086	157.36	
121497		PI1592		00	01/15/2020	055-7105-502.50-35	PO NUM 052759	84.00	
121497		PI1593		00	01/15/2020	055-7105-502.60-59	PO NUM 052759	260.00	
							VENDOR TOTAL *	501.36	
0004948	00	PCM SALES INC							
B13305540101		PI1587		00	01/15/2020	051-5001-922.50-42	PO NUM 052704	18.99	
B13333420101		PI1649		00	01/15/2020	051-5001-922.50-42	PO NUM 052704	322.83	
							VENDOR TOTAL *	341.82	
0003827	00	PEST PRO'S INC							
MNCP BLD 121919		PI1603		00	01/15/2020	051-5001-932.60-61	PO NUM 052414	42.80	
ASH PD 122319		PI1604		00	01/15/2020	051-5105-502.60-61	PO NUM 052429	48.15	
CMBT TUR 122619		PI1605		00	01/15/2020	051-5105-502.60-61	PO NUM 052429	53.50	
PWR PLT 122319		PI1606		00	01/15/2020	051-5105-502.60-61	PO NUM 052429	85.60	
UTIL BLD 121919		PI1607		00	01/15/2020	051-5105-502.50-35	PO NUM 052429	69.55	
SUB STA 122319		PI1602		00	01/15/2020	051-5205-580.60-61	PO NUM 052198	190.35	
WTR PLT 122319		PI1682		00	01/15/2020	053-6105-502.60-61	PO NUM 052243	69.55	
WWTP 122319		PI1683		00	01/15/2020	055-7105-502.60-61	PO NUM 052422	110.00	
							VENDOR TOTAL *	669.50	
0004800	00	PINNACLE BANK - VISA							
010620/DUNKER K		PI1734		00	01/15/2020	051-5001-903.60-62	PO NUM 052835	343.96	
010720 DEB A		PI1764		00	01/15/2020	051-5001-920.60-62	PO NUM 052835	225.63	
010720/ KAREN D		PI1765		00	01/15/2020	051-5001-903.60-62	PO NUM 052835	225.63	
44973968		PI1728		00	01/15/2020	051-5105-502.60-77	PO NUM 052805	.37	
44973968		PI1729		00	01/15/2020	051-5105-502.60-77	PO NUM 052805	15.00	
							VENDOR TOTAL *	810.59	
0002622	00	PITNEY BOWES INC							
1014546774		PI1619		00	01/15/2020	051-5001-903.60-65	PO NUM 052803	150.00	
							VENDOR TOTAL *	150.00	
0004740	00	PREMIER STAFFING INC							
14306		PI1678		00	01/15/2020	051-5001-926.60-61	PO NUM 052099	80.00	
							VENDOR TOTAL *	80.00	
0004413	00	RADWELL INTERNATIONAL INC							
31177307		PI1693		00	01/15/2020	055-7105-502.50-35	PO NUM 052778	662.80	
							VENDOR TOTAL *	662.80	
0002876	00	RAWHIDE CHEMOIL INC							
61030		PI1733		00	01/15/2020	055-7105-502.50-30	PO NUM 052819	502.84	
							VENDOR TOTAL *	502.84	
0004639	00	SAPP BROS INC							
22924136		PI1656		00	01/15/2020	051-5001-940.50-35	PO NUM 052787	823.90	
							VENDOR TOTAL *	823.90	
0005145	00	SETPOINT CONTROLS LLC							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005145	00	SETPOINT CONTROLS LLC							
61713		PI1718		00	01/15/2020	051-5105-502.60-61	PO NUM 052393	9,121.97	
							VENDOR TOTAL *	9,121.97	
0004273	00	SHRED MONSTER INC							
29947		PI1755		00	01/15/2020	051-5001-932.60-61	PO NUM 052206	58.00	
							VENDOR TOTAL *	58.00	
0000429	00	SKARSHAUG TESTING LABORATORY INC							
240460		PI1746		00	01/15/2020	051-5205-580.60-61	PO NUM 052102	442.50	
240460		PI1747		00	01/15/2020	051-5205-580.60-79	PO NUM 052102	401.77	
							VENDOR TOTAL *	844.27	
0004760	00	SOUTHWEST POWER POOL INC							
TRN1219FREM				00	01/15/2020	051-5105-555.50-00	Dec 2019 Transmission	EFT:	49,951.54
							VENDOR TOTAL *	.00	49,951.54
0004686	00	ST COTTER TURBINE SERVICES INC							
2019457		PI1704		00	01/15/2020	051-5105-502.60-59	PO NUM 052829	52,324.60	
							VENDOR TOTAL *	52,324.60	
0003923	00	STATE OF NEBRASKA - CELLULAR							
1198604				00	01/15/2020	051-5001-903.50-53	Cellular	EFT:	74.24
1198604				00	01/15/2020	051-5001-919.50-53	Cellular	EFT:	52.03
1198604				00	01/15/2020	051-5001-922.50-53	Cellular	EFT:	98.87
1198604				00	01/15/2020	051-5001-925.50-53	Cellular	EFT:	52.03
1198604				00	01/15/2020	051-5001-926.50-53	Cellular	EFT:	52.03
1198604				00	01/15/2020	051-5001-919.50-53	City Cellular/R Walter	EFT:	46.68
1198604				00	01/15/2020	051-5105-502.50-53	Cellular	EFT:	156.84
1198604				00	01/15/2020	051-5205-580.50-53	Engineers Cellular	EFT:	192.33
1198604				00	01/15/2020	051-5205-580.50-53	Elect Distr Cellular	EFT:	338.61
1198604				00	01/15/2020	053-6105-502.50-53	Cellular	EFT:	52.03
1198604				00	01/15/2020	053-6205-583.50-53	Cellular	EFT:	192.49
1198604				00	01/15/2020	055-7105-502.50-53	Cellular	EFT:	35.41
1198604				00	01/15/2020	057-8205-870.50-53	Cellular	EFT:	266.59
							VENDOR TOTAL *	.00	1,610.18
0000434	00	STOVER CONTROLS							
INV-506814		PI1571		00	01/15/2020	057-0000-154.00-00	PO NUM 052538	9,411.72	
							VENDOR TOTAL *	9,411.72	
0005197	00	SUNBELT RENTALS INC							
96587013-0001		PI1686		00	01/15/2020	051-5105-502.60-76	PO NUM 052631	2,889.00	
96587013-0001		PI1687		00	01/15/2020	051-5105-502.60-79	PO NUM 052631	1,145.01	
							VENDOR TOTAL *	4,034.01	
0005183	00	SUPERION LLC - CENTRALSQUARE							
262566		PI1579		00	01/15/2020	051-5001-903.60-77	PO NUM 052023	EFT:	316.56
262566		PI1580		00	01/15/2020	051-5001-903.60-77	PO# 052023	EFT:	20.21
253989		PI1737		00	01/15/2020	051-5001-903.60-77	PO NUM 052023	EFT:	335.90

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005183	00	SUPERION LLC - CENTRALSQUARE							
253989		PI1738		00	01/15/2020	051-5001-903.60-77	PO# 052023	EFT:	21.44
							VENDOR TOTAL *	.00	694.11
0002837	00	SWAN ENGINEERING LLC							
21104		PI1570		00	01/15/2020	055-0000-154.00-00	PO NUM 052428	82.08	
							VENDOR TOTAL *	82.08	
0004647	00	T SQUARE SUPPLY LLC							
26065		PI1677		00	01/15/2020	055-7105-502.50-35	PO NUM 052091	135.18	
26068		PI1700		00	01/15/2020	055-7105-502.50-35	PO NUM 052820	282.76	
25932		PI1676		00	01/15/2020	057-8205-870.50-35	PO NUM 052091	40.44	
							VENDOR TOTAL *	458.38	
0004520	00	US BANK CORPORATE PAYMENT SYSTEMS							
123019 DEB A		PI1701		00	01/15/2020	051-5001-920.60-62	PO NUM 052825	399.00	
123119 NICK B		PI1702		00	01/15/2020	051-5001-922.60-62	PO NUM 052825	399.00	
							VENDOR TOTAL *	798.00	
0002907	00	WALNUT RADIO LLC (KHUB)							
19120414		PI1680		00	01/15/2020	051-5001-903.60-78	PO NUM 052205	234.00	
							VENDOR TOTAL *	234.00	
0002894	00	WASTE CONNECTIONS OF NE INC							
5479842		PI1751		00	01/15/2020	051-5001-932.50-49	PO NUM 052165	241.14	
5479842		PI1752		00	01/15/2020	051-5001-940.50-49	PO NUM 052165	347.00	
5479842		PI1753		00	01/15/2020	051-5105-502.50-49	PO NUM 052165	282.71	
5479842		PI1754		00	01/15/2020	055-7105-502.50-49	PO NUM 052165	1,030.91	
							VENDOR TOTAL *	1,901.76	
0004336	00	WATERLINK INC							
27011		PI1576		00	01/15/2020	051-5105-502.50-52	PO NUM 050155	20,967.72	CHEMICALS FOR
27028		PI1577		00	01/15/2020	051-5105-502.50-52	PO NUM 050155	1,932.71	WATER LAB AT POWER
27028		PI1578		00	01/15/2020	051-5105-502.50-52	PO NUM 050155	2,061.97	PLANT
							VENDOR TOTAL *	24,962.40	
0000482	00	WESCO RECEIVABLES CORP							
400401		PI1596		00	01/15/2020	051-0000-154.00-00	PO NUM 052785	EFT:	369.15
400890		PI1622		00	01/15/2020	051-0000-154.00-00	PO NUM 052696	EFT:	693.36
405263		PI1705		00	01/15/2020	051-0000-154.00-00	PO NUM 052502	EFT:	3,852.00
404592		PI1710		00	01/15/2020	051-0000-154.00-00	PO NUM 052785	EFT:	341.54
399811		PI1586		00	01/15/2020	051-5205-580.50-35	PO NUM 052655	EFT:	192.60
400891		PI1610		00	01/15/2020	051-5205-580.50-48	PO NUM 052700	EFT:	175.48
401488		PI1688		00	01/15/2020	051-5205-580.50-35	PO NUM 052655	EFT:	192.60
399810		PI1584		00	01/15/2020	053-6205-583.50-35	PO NUM 052408	EFT:	117.70
							VENDOR TOTAL *	.00	5,934.43
0004342	00	WIESE PLUMBING & EXCAVATING INC							
11546		PI1698		00	01/15/2020	051-5001-932.50-35	PO NUM 052818	246.80	
11546		PI1699		00	01/15/2020	051-5001-932.60-61	PO NUM 052818	397.50	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004342	00	WIESE PLUMBING & EXCAVATING INC							
							VENDOR TOTAL *	644.30	
0004135	00	WINDOW PRO INC							
43960		PI1583		00	01/15/2020	051-5001-932.60-61	PO NUM 052207	EFT:	10.70
44039		PI1681		00	01/15/2020	051-5001-932.60-61	PO NUM 052207	EFT:	10.70
							VENDOR TOTAL *	.00	21.40
							EFT/EPAY TOTAL ***		204,456.75
							TOTAL EXPENDITURES ****	633,873.39	204,456.75
							GRAND TOTAL **********		838,330.14

PREPARED 01/10/2020 15:22:13 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 01102020 ANDERSEND
PAYMENT TYPES
Checks . . . . . Y
EFTs . . . . . Y
ePayables . . . . . Y
VOUCHER SELECTION CRITERIA
Voucher/discount due date 01/15/2020
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 2020
Disbursement year/per 2020/04
Payment date 01/15/2020

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003996	00	UNION PACIFIC RAILROAD CO (OMAHA)						
FES# 44902		PI1773		00 01/15/2020	051-5105-502.60-57	PO NUM 052890	EFT:	7,750.00
						VENDOR TOTAL *	.00	7,750.00
						EFT/EPAY TOTAL ***		7,750.00
						TOTAL EXPENDITURES ****	.00	7,750.00
						GRAND TOTAL **********		7,750.00

STAFF REPORT

TO: Utility and Infrastructure Board
Brian Newton, City Administrator
Troy Schaben, Assistant City Administrator - Utilities

FROM: Jody Sanders, Director of Finance

DATE: January 14, 2020

SUBJECT: DU Investment report

Recommendation: Receive DU investment activity

Background: The attached document shows the DU investments in certificates of deposits as December 31, 2019.

Fiscal Impact: There were $9.5 million in investments that matured in December 2019. The invested bond proceeds of $6.8 million were cashed in for cash flow, and were spent on the Waste Water Treatment plant improvements, another investment was a direct reinvestment, and one had an additional amount added as required by a bond covenant.

The maturies were on all on December 19, so only one bid was required.

12/16/2019

	Pinn	FNB	CSB	NPAIT	NLNB
3 month	1.56	1.35			1.77
6 month	1.59	1.40		1.59	1.77
9 month	1.61	1.47			1.77
1 year	1.92	1.53	2.25	1.69	1.75
2 year	1.97	1.63		1.89	1.75

*** CSB currently holds CDs - must beat by 5 basis points

Department of Utilities Investments

For Month ended 12/31/19 — Year End 9/30/2020

	BANK	TYPE	CD #	DATE INVESTED	DUE DATE	RATE %	Investment	Dept	Ledger		For Bond
10	Pinnacle Fremont	CD	7200009931	3/13/2018	3/13/2020	0.0228	**200,000.00**	Water	053-0000-126-00-00	Debt Service CD	76111601
11	Pinnacle Fremont	CD	7200009930	3/13/2018	3/13/2020	0.0228	**1,750,000.00**	Electric	051-0000-126-00-00	Debt Service CD	76111601
21	Pinnacle Fremont	CD	7200009932	3/16/2018	3/16/2020	0.0228	**750,000.00**	Electric	051-0000-126.00-00	Debt Service CD	76120501/76117501
26	Pinnacle Fremont	CD	7200010102	3/22/2019	3/22/2020	0.0258	**1,500,000.00**	Electric	051-0000-127.27-02	General	
	First National Bank Fremont	CD	70053761130	3/26/2018	3/26/2020	0.0231	**500,000.00**	Water	053-0000-126-00-00	Debt Service CD	76116801/76120501
17	First National Bank Fremont	CD	70053761132	3/26/2018	3/26/2020	0.0231	**250,000.00**	Sewer	055-0000-126.00-00	Debt Service	76120501/76124001
14	First National Bank Fremont	CD	70053761131	3/26/2019	3/26/2020	0.0255	**500,000.00**	Gas	057-0000-127.27-02	General	
9	First National Bank Fremont	CD	70053761129	3/26/2019	3/26/2020	0.0255	**2,000,000.00**	Electric	051-0000-127.27-02	General	
2	First National Bank Fremont	CD	7164222	8/15/2018	8/15/2020	0.0251	**250,000.00**	Electric	051-0000-121.00-00	Insurance Reserve	
3	First National Bank Fremont	CD	7164223	8/15/2018	8/15/2020	0.0251	**250,000.00**	Electric	051-0000-123.00-00	Restricted Trust Fossil	
20	First State Bank	CD	1700866046	10/17/2018	10/17/2020	0.0285	**500,000.00**	Electric	051-0000-123.00-00	Restricted Trust Fossil	
39	First State Bank	CD	1700866047	10/17/2018	10/17/2020	0.0285	**1,500,000.00**	Electric	051-0000-127.27-02	General	
	Cornerstone	CDARS	1023337432	12/19/2019	12/17/2020	0.0225	**1,472,500.00**	Sewer	055-0000-126.00-00	Debt Service	76126701
	Cornerstone	CDARS	1023337432	12/19/2019	12/17/2020	0.0225	**427,500.00**	Electric	051-0000-126.00-00	Debt Service CD	76126701
	Cornerstone	CDARS	1023337408	12/19/2019	12/17/2020	0.0225	**1,000,000.00**	Gas	057-0000-127.27-02	General	
5	First National Bank	CD	70053707730	8/10/2019	8/10/2021	0.0125	**175,000.00**	Water	053-0000-126-00-00	Debt Service CD	76124001
4	First National Bank Fremont	CD	7164224	8/15/2019	8/15/2021	0.0252	**250,000.00**	Electric	051-0000-126.00-00	Debt Service CD	76117501
	NPAIT	CDARS	120485	8/29/2019	8/26/2021	0.0245	**2,600,000.00**	Electric	051-0000-126.00-00	Debt Service CD	76117501
29	Pinnacle Fremont	CD	7200010205	9/27/2019	9/27/2021	0.0207	**846,000.00**	Electric	051-0000-126.00-00	Debt Service CD	76115901
	Pinnacle Fremont	CD	7200010206	9/27/2019	9/27/2021	0.0207	**250,000.00**	Electric	051-0000-123.00-00	Restricted Trust Fossil	
							16,971,000.00				

Investments by Bank

Pinnacle Fremont	5,296,000.00
First National Bank	4,175,000.00
First State Bank	2,000,000.00
Cornerstone	2,900,000.00
NPAIT	2,600,000.00
	16,971,000.00

Investments by Fund

Electric	12,873,500.00
Water	875,000.00
Sewer	1,722,500.00
Gas	1,500,000.00
	16,971,000.00

STAFF REPORT

TO: Utility & Infrastructure Board

FROM: Dean Kavan, Stores Supervisor

DATE: January 14, 2020

SUBJECT: Purchase of Compact (Mini) Excavator

Recommendation: Recommend to City Council to approve resolution to purchase Compact (Mini) Excavator from Bobcat Company.

BACKGROUND:

The Warehouse has budgeted funds for a compact (mini) excavator. Following evaluation of equipment, the Bobcat E35 was selected to meet the needs for the departments. This will replace a 2009 compact (mini) excavator. Price was requested using the NJPA/Sourcewell pricing. The cost for the equipment is $56,711.28

Sourcewell Contract #040319-CEC

List price of Bobcat E35	$82,018.00
Discount	$25,306.72
Cost before tax	$56,711.28

FISCAL IMPACT:

FY 2019-2020 Capital Budget Expenditure of $56,711.28 (before tax).

Product Quotation

Quotation Number: HMM-19304
Date: 2020-01-06 11:09:45

Ship to	Bobcat Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF FREMONT G903166 400 E Military Ave Fremont, NE 68025-5141	Titan Machinery, Inc., Fremont, NE 3701 WEST HIGHWAY 30 FREMONT NE 68025 Phone: 402-727-4200 Fax: 402-727-7328 ----------	**Clark Equipment Co dba** **Bobcat Company** **250 E Beaton Dr, PO Box 6000** **West Fargo, ND 58078** **Phone: 701-241-8719** **Fax: 855.608.0681** **Contact: Heather Messmer** Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
E35 33HP R-Series Bobcat Compact Excavator	M3307	1	$54,125.00	$54,125.00

33.5 HP Turbocharged, Tier 4, Non DPF
Auto Idle
Auto-Shift, 2-Speed Travel
Auxiliary Hydraulics, Selectable Flow with Boom Mounted
Flush Face Quick Couplers
Canopy
Includes: Cup Holder, Retractable Seat Belt, Suspension Seat
Roll Over Protective Structure (ROPS)- Meets Requirements of ISO 12117-2: 2008
Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000
Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262
Control Console Locks
Control Pattern Selector Valve (ISO/STD)
Dozer Blade with Float
Engine/Hydraulic Monitor with Shutdown
Fingertip Auxiliary Hydraulic Control
Fingertip Boom Swing Control
Horn
Hydraulic Joystick Controls
Rubber Track
Spark Arrestor Exhaust System
Vandalism Protection
Work Lights
X-Change (Attachment Mounting System)
Zero Tail Swing
Warranty: 2 years, or 2000 hours whichever occurs first

A40 Option Package	M3307-P01-A40	1	$8,036.00	$8,036.00

Enclosed Cab with HVAC
Heated Cloth Suspension Seat
Auto HVAC Control
Radio
Deluxe Display Panel w/ Keyless Start

Telematics US	M3307-R51-C02	1	$0.00	$0.00
Arm Option-Long Arm w/ Heavy Counterweight	M3307-R03-C02	1	$2,020.00	$2,020.00
Hydraulic Clamp - Long Arm	M3307-R08-C04	1	$2,508.00	$2,508.00
Hydraulic X-Change - Long Arm	M3307-R06-C04	1	$2,246.00	$2,246.00
Second Auxillary Hydraulics	M3307-R07-C02	1	$1,406.00	$1,406.00
Travel Motion Alarm	M3307-R11-C02	1	$372.00	$372.00
18" MX3 XCHG TEETH	7323842	1	$1,010.00	$1,010.00
24" MX3 XCHG TEETH	7323530	1	$1,087.00	$1,087.00
Packer Wheel	6806644	1	$2,208.00	$2,208.00
Description	**Part No**	**Qty**	**Price Ea.**	**Total**
Trailer		1	$7,000.00	$7,000.00

Total of Items Quoted	**$82,018.00**
Dealer Assembly Charges	**$0.00**
Quote Total - US dollars	**$82,018.00**

Notes:
No Discount on quote

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Product Quotation

Quotation Number: HMM-18928v1
Date: 2019-12-30 11:28:20

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF FREMONT G903166 400 E Military Ave Fremont, NE 68025-5141	Titan Machinery, Inc., Fremont, NE 3701 WEST HIGHWAY 30 FREMONT NE 68025 Phone: 402-727-4200 Fax: 402-727-7328	Clark Equipment Co dba Bobcat Company 250 E Beaton Dr, PO Box 6000 West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855.608.0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
E35 33HP R-Series Bobcat Compact Excavator	M3307	1	$37,072.00	$37,072.00

33.5 HP Turbocharged, Tier 4, Non DPF
Auto Idle
Auto-Shift, 2-Speed Travel
Auxiliary Hydraulics, Selectable Flow with Boom Mounted Flush Face Quick Couplers
Canopy
- Includes: Cup Holder, Retractable Seat Belt, Suspension Seat
- Roll Over Protective Structure (ROPS)- Meets Requirements of ISO 12117-2: 2008
- Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000
- Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262

Control Console Locks
Control Pattern Selector Valve (ISO/STD)
Dozer Blade with Float
Engine/Hydraulic Monitor with Shutdown
Fingertip Auxiliary Hydraulic Control
Fingertip Boom Swing Control
Horn
Hydraulic Joystick Controls
Rubber Track
Spark Arrestor Exhaust System
Vandalism Protection
Work Lights
X-Change (Attachment Mounting System)
Zero Tail Swing
Warranty: 2 years, or 2000 hours whichever occurs first

A40 Option Package	M3307-P01-A40	1	$4,988.90	$4,988.90
Enclosed Cab with HVAC				
Heated Cloth Suspension Seat				
Auto HVAC Control				
Radio				
Deluxe Display Panel w/ Keyless Start				
Arm Option-Long Arm w/ Heavy Counterweight	M3307-R03-C02	1	$1,081.50	$1,081.50
Hydraulic Clamp - Long Arm	M3307-R08-C04	1	$1,342.60	$1,342.60
Hydraulic X-Change - Long Arm	M3307-R06-C04	1	$1,098.30	$1,098.30
Second Auxillary Hydraulics	M3307-R07-C02	1	$753.20	$753.20
Travel Motion Alarm	M3307-R11-C02	1	$199.50	$199.50
Telematics US	M3307-R51-C02	1	$0.00	$0.00
18" MX3 XCHG TEETH	7323842	1	$744.80	$744.80
24" MX3 XCHG TEETH	7323530	1	$801.80	$801.80
Packer Wheel	6806644	1	$1,628.68	$1,628.68
Description	Part No	Qty	Price Ea.	Total
Trailer		1	$7,000.00	$7,000.00

Total of Items Quoted	$56,711.28
Dealer Assembly Charges	$0.00
Quote Total - US dollars	$56,711.28

Notes:

**Prices per the Sourcewell Contract –040319-CEC*
**Terms Net 30 Days. Credit cards accepted.*
**FOB Origin within the 48 Contiguous States.*
**Delivery: 60 to 90 days from ARO.*

**State Sales Taxes apply. Must include a Tax Exempt Certificate with order placed.*

**TID# 38-0425350*

**Orders Must be Placed With: Clark Equipment dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.*

ORDER ACCEPTED BY:

_____ _____
SIGNATURE DATED

_____ _____
PRINT NAME AND TITLE PURCHASE ORDER #

SHIP TO ADDRESS:_____

BILL TO ADDRESS (if different than Ship To):_____

STAFF REPORT

TO: Utility and Infrastructure Board

FROM: Mike Royuk, Distribution Superintendent

Troy Schaben, Assistant City Administrator Utilities

DATE: January 14, 2019

SUBJECT: Purchase of ALTEC AT40GW Aerial Device.

Recommendation: Recommend City Council approve awarding the ALTEC AT40GW Aerial Device bid to ALTEC Industries Incorporated, through Sourcewell (NJPA) in the amount of $131,101.75.

Background: The Distribution Department has budgeted for the replacement of a 2008 Versalift EZ Reach Aerial Device. The 2008 Versalift EZ Reach Aerial Device will be sold at auction as soon as possible after the new one has arrived.

Staff recommends purchasing an ALTEC AT40GW Aerial Device through Sourcewell contract (Contract No. 012418-ALT) with ALTEC Industries Incorporated. This contract was prepared in accordance with Sourcewell's usual and customary procedures and policies for all materials and equipment necessary to provide the purchase of one ALTEC AT40GW Aerial Device for the City of Fremont, Department of Utilities.

When comparing the value of the Sourcewell purchase contract with ALTEC Ind. Inc., the discounted price from Sourcewell is $131,101.75 (7% tax added to bid price), compared to a price of $135,188.08 (7% tax added to bid price) from ALTEC Ind. Inc. without the discount. That is a $4,086.33 discount using the NJPA.

Fiscal Impact: Budgeted expense for 2019-2020

Altec Industries, Inc.

Quote Number: 575413
Customer Sourcewell Member Number: 1302384
Sourcewell Contract #: 012418-ALT
Date: 11/21/2019

Quoted for: CITY OF FREMONT
Customer Contact:
Phone: / **Email:**
Quoted by: VICKIE BELL

REFERENCE ALTEC MODEL

AT37G	**Articulating Telescopic Aerial Device (Insulated)**	**$102,639**

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1			
2			
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1			
2			
3			
4			
5			
6			
7			
8			
		SOURCEWELL OPTIONS TOTAL:	$102,639

(B.) **OPEN MARKET ITEMS** *(Customer Requested)*

1	UNIT	AT40-GW ILO OF AT37-GW	$1,100
2	HYDRAULIC EQUIPMENT	Carrier-track driven (skid steer and retractable), Pendant controls, Auxiliary engine and fuel system, Platform leveling at lower controls,	$3,606
3	TRAILER	Felling Model FT-16 IT-I Drop Deck Tilt (E).	$14,500
4			
5			
6			
7			
8			
		OPEN MARKET OPTIONS TOTAL:	$19,206

SUB-TOTAL FOR UNIT/BODY/CHASSIS:	**$121,845**
Delivery to Customer:	**$680**
TOTAL FOR UNIT/BODY/CHASSIS:	**$122,525**

(C.) **ADDITIONAL ITEMS** (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified
WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.
TO ORDER: To order, please contact the Altec Account Manager listed above.
CHASSIS: Per Altec Commercial Standard
DELIVERY: Depending on Stock Availability, 120-180 days ARO, FOB Customer Location
TERMS: Net 30 days
BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.
TRADE-IN: Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.
BUILD LOCATION: ST. JOSEPH, MO

November 25, 2019
Our 90th Year

Ship To:
CITY OF FREMONT (NE-EXEMPT)
3000 E FIRST ST
FREMONT, NE 68025
US

Bill To:
CITY OF FREMONT (NE-EXEMPT)
400 E MILITARY AVE
FREMONT, NE 68026
United States

Attn:
Phone: 402-727-2669
Email:

Altec Quotation Number: 586945 - 1
Account Manager: Blair M Nutzman
Technical Sales Rep: Vickie L Bell

Item	Description	Qty	Price
	Unit		
1.	Altec AT40GW Aerial Device with insulated articulating arm and continuous rotation.	1	

A. Ground to Bottom of Platform Height: 38.1 feet at 10.5 feet from centerline of rotation (11.6 m at 3.2 m)
B. Working Height: 43.1 feet (13.1 m)
C. Maximum Reach to Edge of Platform: 29.9 feet at 12.9 ft. platform height (9.1 m at 3.9 m)
D. Telescopic Boom Articulation: -25 degrees to +75 degrees. This is important because it allows the platform to be placed below grade when the boom is extended. This allows the operator to access the platform from the ground very close to the side of the body or access the platform from the ground even on uneven terrain such as off the side of a roadbed.
E. ISO-Grip System: The Altec ISO-Grip (U.S. Patent No. 7,416,053) System includes the following boom tip components that can provide an additional layer of secondary electrical contact protection. This is not a primary protection system.
1. Control Handle: A single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation.
2. Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls.
3. Control Console: Non-tested non-metallic control console plate.
4.Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not dielectrically tested, but they may provide some protection against electrical hazards.
F. Controls: A low power fiber optic control system is located at the upper controls.
G. Outriggers: two sets (total of 4 legs) of horizontally articulating outriggers with vertical cylinder deployment and controls.
H. Outrigger/Boom Interlock System: Prevents boom from being unstowed unit outriggers have been at least partially deployed.
I. ISO-Boom provides a minimum 36.9 inches of isolation when the upper boom is

Item	Description	Qty	Price
	retracted and 41.7 inches (1059 mm) when extended. The ISO-Boom allows the platform to fully retract and still maintains dielectric integrity.		
2.	Hydraulic oil reservoir - 16.5 gallons.	1	
3.	Single One-Man End-Mounted Platform With 180 Degree Rotator, 24 X 30 X 42. Platform is rated at 400 pounds. Control panel on platform dashboard provides controls for auxiliary functions. Includes emergency stop (push-pull) switch and rocker switches, which operate platform leveling, platform rotation, tools, and battery selector (for fiber-optic controls system). Composite fiberglass platform mounting bracket. (AT40G)	1	
4.	Platform Leveling At Lower Controls. AT40-G	1	
5.	Soft nylon reinforced vinyl platform cover for a 24 x 30 inch platform	1	
6.	Platform liner for a 24 x 30 x 42 inch platform	1	
7.	Platform Capacity, 400LBS.	1	
8.	4-Function Single Handle Fiber-Optic Controller.	1	
9.	Engine Start/Stop at the upper controls actuated through the Fiber-Optic controls system (AT40G)	1	
10.	Manual lowering valve located at the boomtip. For use in emergency situations to allow the operator to lower the boom to the ground	1	
11.	Outriggers - Four (4) hydraulic operated radial outriggers with pivot shoes. Outrigger spread is 8' 8" at front of machine and 10' 8" at the rear of machine. The distance from front outrigger shoe to rear outrigger shoe at maximum spread setup is 128".	1	
12.	Black tracks, standard tread.	1	
	(Note: By nature of the material, rubber will crack due to UV and ozone degradation with age. To minimize this, store tracks or tacked equipment indoors or cover the track to avoid excessive sunlight exposure.)		
13.	Cargo bed - 1,000 lb. capacity.	1	
14.	Fall protection system - to include one body harness and deceleration type lanyard.	1	
15.	Powder coat unit Altec White.	1	
	Unit & Hydraulic Acc.		
16.	HVI-22 Hydraulic Oil (Standard).	22	

Item	Description	Qty	Price
17.	Standard Altec PTO/Machine Functionality: PTO won't engage until parking brake is set.-Once parking (holding) brake is set, PTO and machine functions are enabled.-If parking (holding) brake is disengaged, both PTO and machine functions are disabled.	1	
	Body and Chassis Accessories		
18.	Custom trailer. Felling Model FT-16 IT-I Drop Deck Tilt (E). - 18,400 LB GVWR - 4 Ft Stationary Deck - 16 Ft Tilt Deck Length - Appx Deck Height, 22.5" loaded, 24.5" unloaded - Width, 102 In OD, 81 In ID - Ten (10) D-Ring Tie Downs - Electric Dexter Brakes - 8K Dexter Oil Bath Drop Axles - Four (4) 215/75R 17.5 H, 8 Bolt Plate Wheel - 3" Adjustable Lunette Eye/Pintle, 50,000 Lb Plate Mount (5/8" Bolt) - 12K drop leg side wind jack - 7 Pole RV Plug - LED, 4 tail light system, Sealed Wiring Harness - Felling Black # CCA945378 - 3/8 In Safety Chains, Grade 70 - Document Holder - Dual Cushion Cylinders - Tool Box, Steel, Large 57" w x 28" l x 13", Bolt on with lockable cover, 9 Cu Ft - Wheel Chock Holders, Stored on front fender - Bolt on Outrigger Pad Holders, Attached to the frame of the trailer positioned against the fenders on both sides.	1	
19.	Outrigger pads - set of four (4), wood, 18" x 18" x 3".	1	
20.	Rubber Wheel Chocks, (1 pair), with metal hair pin handle.	1	
21.	Triangular Reflector Kit, Shipped Loose	1	
22.	5 LB Fire Extinguisher With Light Duty Bracket, Shipped Loose	1	
	Finishing Details		
23.	Powder Coat Unit Altec White	1	
24.	Apply Non-Skid Coating to all walking surfaces	1	
25.	English Safety And Instructional Decals	1	
26.	Dielectric test unit according to ANSI requirements.	1	

Item	Description	Qty	Price
27.	Stability test unit according to ANSI requirements.	1	
28.	Completed Test Forms To Be Included In The Manual Pouch	1	
	A. Stability Test Form **B.** Dielectric Test Form (For Insulated Units)		
29.	Focus Factory Build	1	
30.	Delivery Of Completed Unit	1	
31.	As Built Electrical And Hydraulic Schematics To Be Included In The Manual Pouch	1	
32.	AT40GW Installation	1	
33.	Stock Unit	1	

Additional Pricing

34.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	

Unit /Trailer Total	**126,344.00**
FET Total	**0.00**
Total	**126,344.00**

Altec Industries, Inc.

BY _____

Vickie L Bell

Notes:

1 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

2 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Altec Sentry Training
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

3 F.O.B. - Customer Site

4 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

5 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and it's subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.

6 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

7 Interest charge of 1/2% per month to be added for late payment.

8 Any payment made by a credit card may be subject to a surcharge fee.

9 Delivery: Depending on Stock Availability, 120-180 days after receipt of order PROVIDING:
A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.
B. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
C. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

10 This quotation is valid until FEB 03, 2020. After this date, please contact Altec Industries, Inc. for a possible extension.

11 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

12 Please email Altec Capital at finance@altec.com or call 888-408-8148 for a lease quote today.

STAFF REPORT

TO: Utility and Infrastructure Board

FROM: Dave Goedeken, Public Works Director/City Engineer

DATE: January 14, 2020

SUBJECT: Ordinance for Sale of City property rights for Hwy 77, Southeast Beltway.

Recommendation: Recommend City Council approve the Ordinance.

Background: The Nebraska Department of Transportation is in the final design process of the Southeast Beltway Roadway Project. This project will relocate Highway 77 around the City of Fremont from the Platte River Bridge at the South End and tie into Highway 275 in the proximity of Old Highway 8 on the Easterly end.

Part of Final Design is the acquisition of Right-of-Way necessary for the project. The City of Fremont doesn't own the properties in question. However, the City owns property rights on these Tracts within the limits of the Beltway Project.

The NDOT is required to follow federal law in the acquisition of Right-of-Way, and those requirements are attached in pamphlet form to this agenda item. The property has been appraised, and the Right-of-Way has been established by the NDOT design team. There are multiple Tracts the NDOT is purchasing Permanent and Temporary Access Control on. The total amount of compensation is $800.00.

Approval of the Ordinance authorizes the sale of the Access Control and authorizes the Mayor to sign the Acquisition Documents.

Maps and legal descriptions of the Tracts are included with this packet.

Fiscal Impact: The appraisal report values the land at $800.00. The City of Fremont bears no expenses in the transactions.

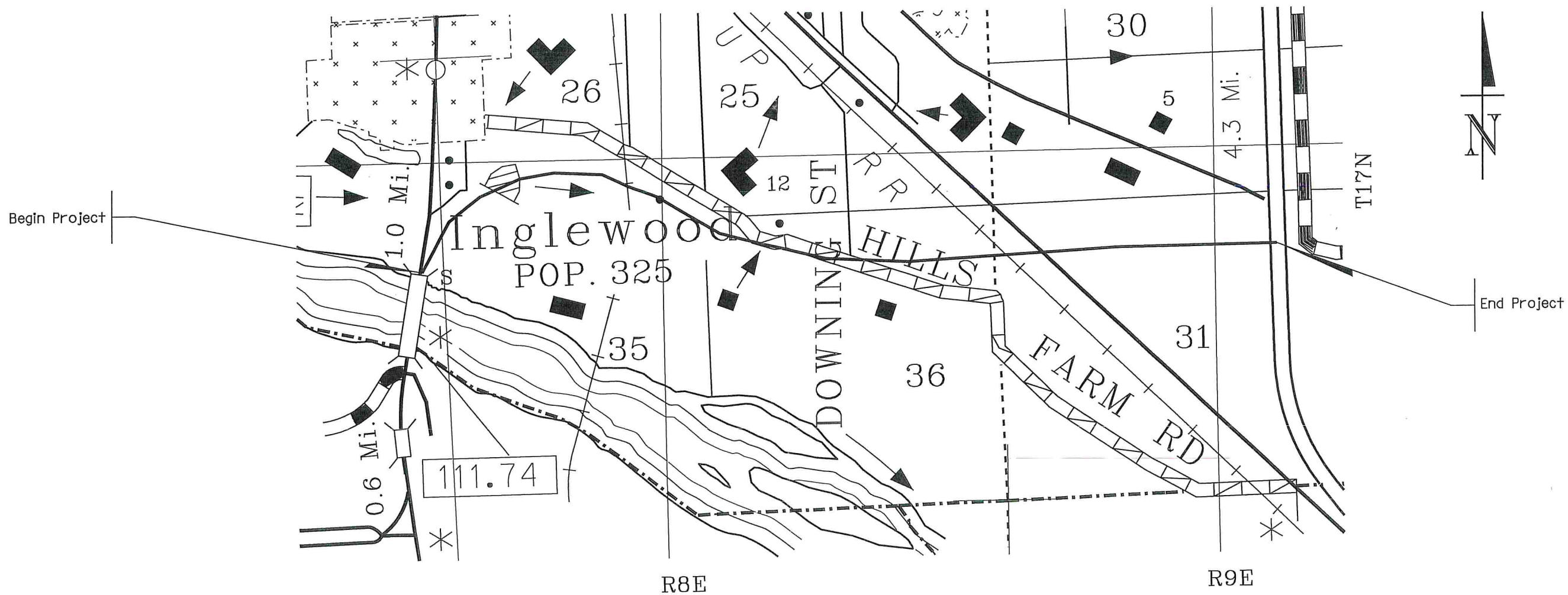
PROJECT NO. 77-3(1036)	SHEET NO.
ROW PROJECT NO. 77-3(1036)	
LOCATION FREMONT SOUTHEAST BELTWAY	
COUNTY DODGE	
CONTROL NO. 22722	ROW SHEET NO. 1
FINALIZED PROJECT NO.	

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PLANS

FREMONT SOUTHEAST BELTWAY

DODGE COUNTY



LEGEND

- NEW CONTROLLED ACCESS
- PREVIOUS CONTROLLED ACCESS
- LIMITS OF CONSTRUCTION
- PREVIOUS R.O.W.
- NEW R.O.W.
- EXISTING PERMANENT EASEMENT
- TEMPORARY EASEMENT
- EXCESS TAKING
- PERMANENT EASEMENT
- EXISTING RAILROAD EASEMENT
- NEW RAILROAD PERMANENT EASEMENT
- NEW RAILROAD TEMPORARY EASEMENT

PRELIM. BOOK NO.

CONTROL NO. 22455

FINALIZED PROJ. NO.

PREV. R.O.W. PURCHASED UNDER PROJ. F-27(18) 77-2(1040) QF-275-6(115)

ROADWAY DESIGNER
R.O.W. DESIGNER
HALF SIZE BY
HALF SIZE DATE

FROM REF. POST 112.05 TO REF. POST 155.80

TOTAL NET LENGTH OF PROJECT 3.20 mi

RIGHT OF WAY DIVISION

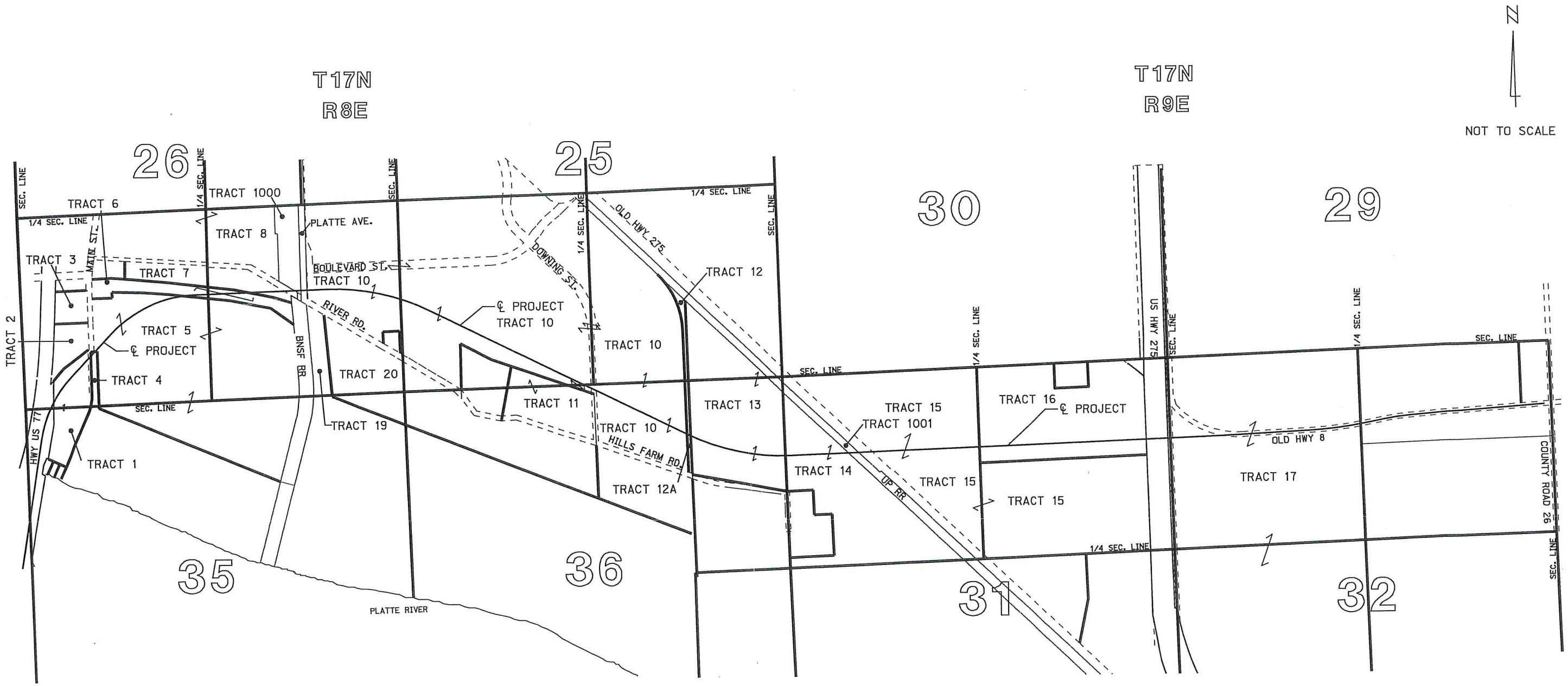
Computer: OMATIMSE User: tsteffen Date: 29-OCT-2019 13:40

File: 224550r-cover.dgn
Scale: 1:200

Agenda Item #8

PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE

PROJECT NO. 77-3(1036)	SHEET NO.
ROW PROJECT NO. C.N. 77-3(1036)	
LOCATION FREMONT SOUTHEAST BELTWAY	
COUNTY DODGE	
CONTROL NO. 22722	ROW SHEET NO. 1A
FINALIZED PROJECT NO.	



THESE PLANS ARE INTENDED TO SHOW DETAILS OF THE HIGHWAY RIGHT OF WAY. ALL OTHER DETAILS ARE SHOWN FOR INFORMATION ONLY. SEE CONSTRUCTION PLANS

Appraisal Plans

PRELIMINARY RIGHT OF WAY PLANS SUBJECT TO CHANGE

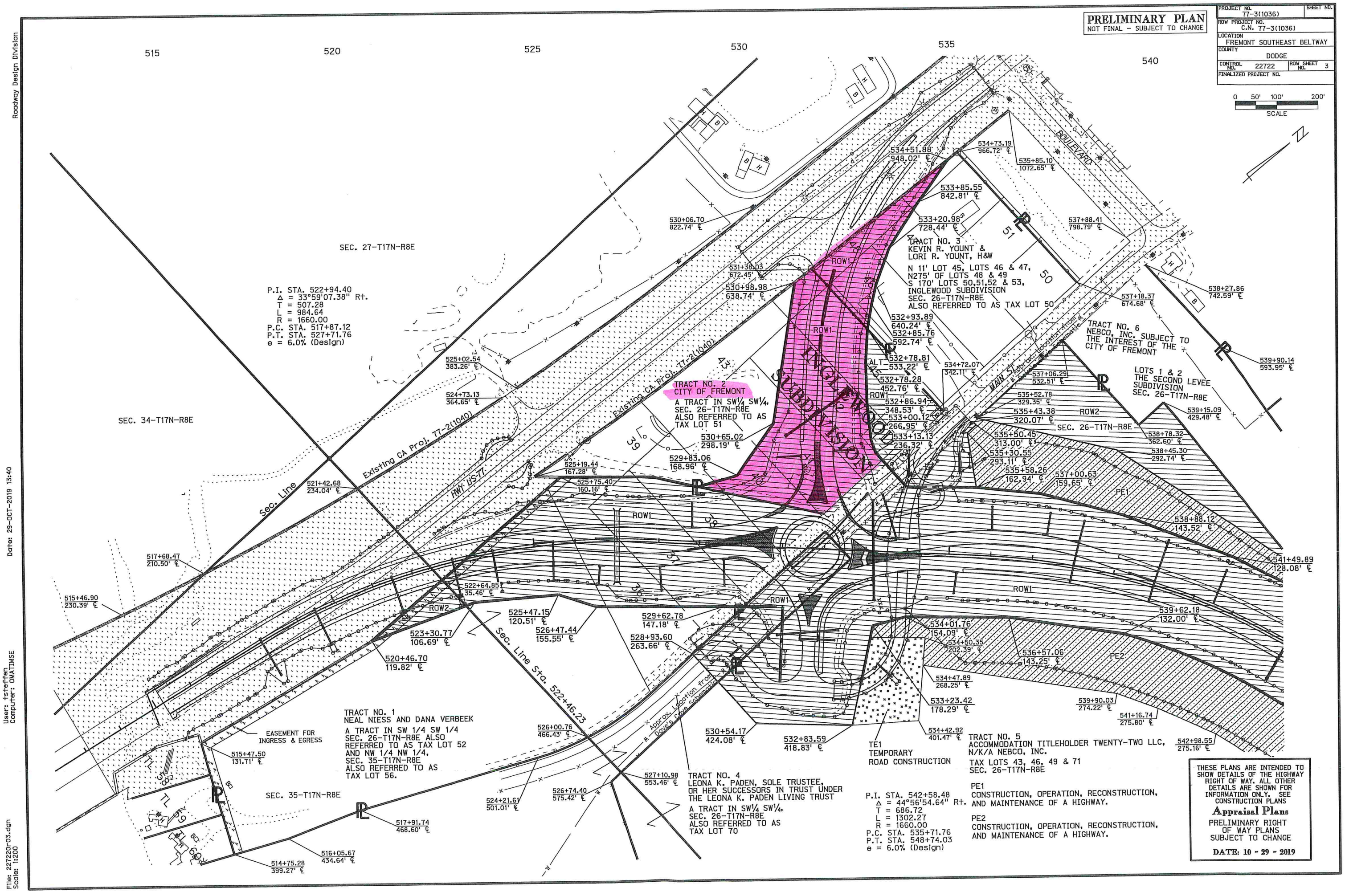
DATE: 10 - 29 - 2019

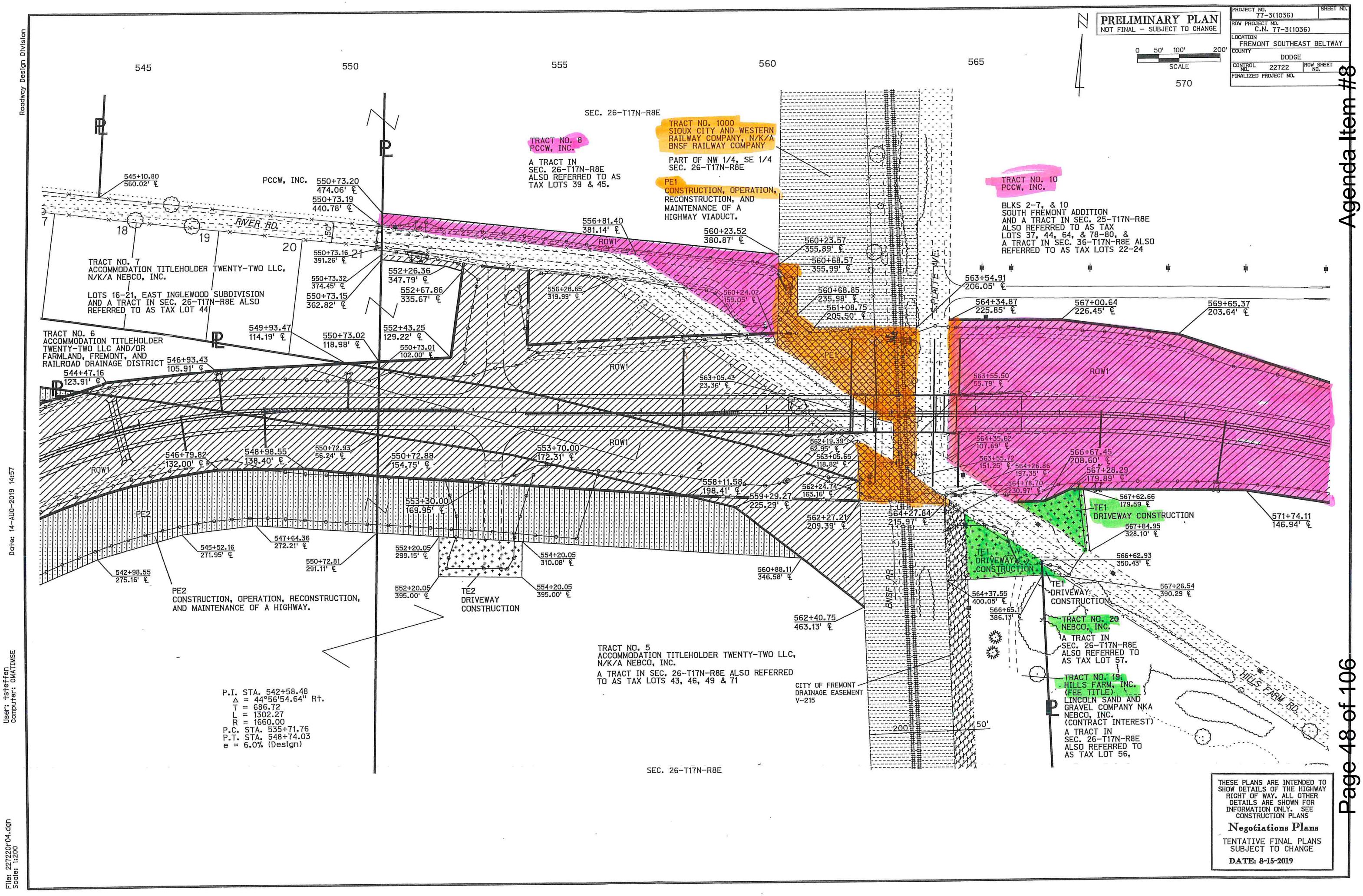
Roadway Design Division

Date: 29-OCT-2019 13:40

User: tsteffen
Computer: OMATIWSE

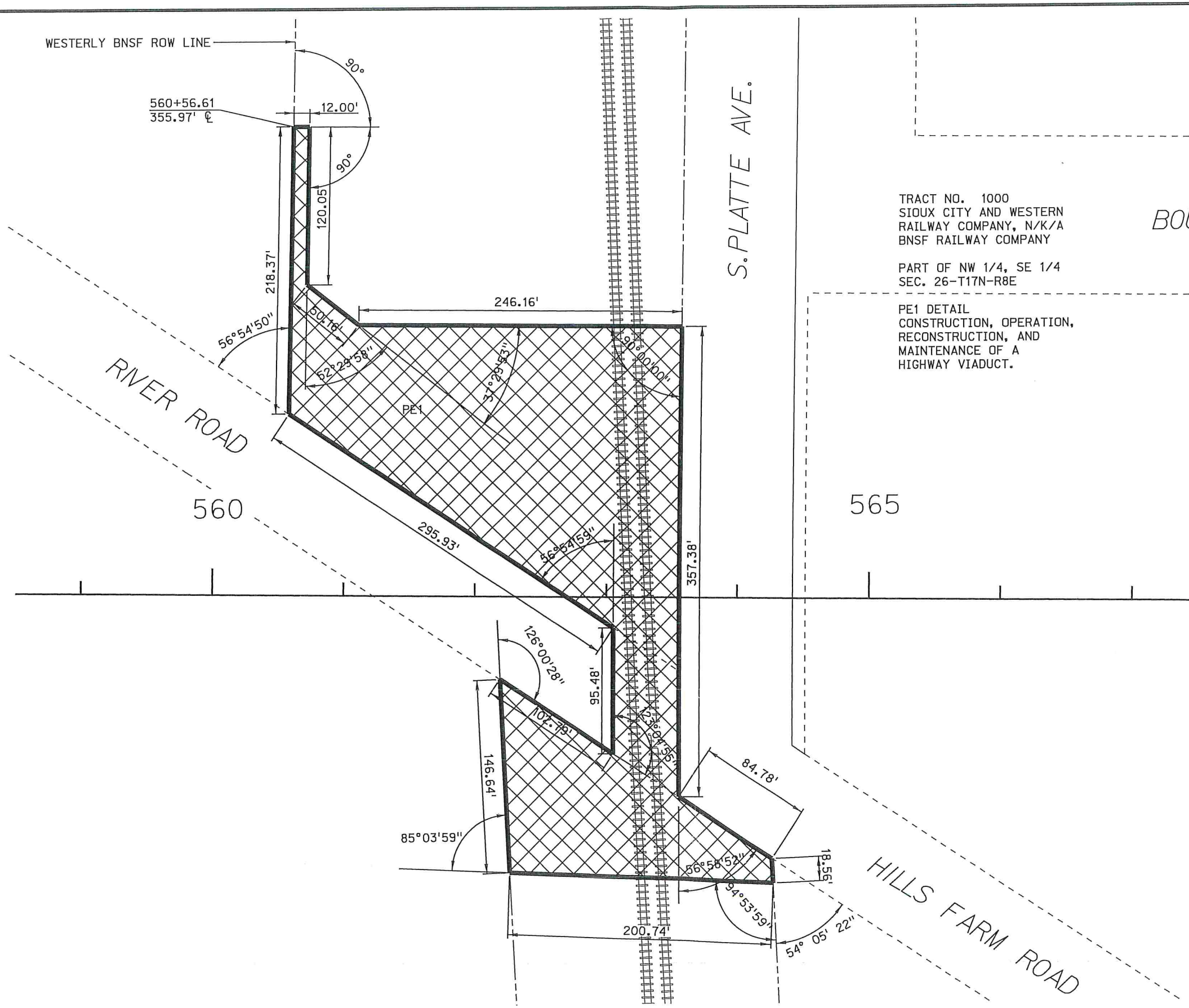
File: 227220-01.dgn
Scale: 1:200


PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE
PROJECT NO. 77-3(1036)
SHEET NO.
ROW PROJECT NO. C.N. 77-3(1036)
LOCATION FREMONT SOUTHEAST BELTWAY
COUNTY DODGE
CONTROL NO. 22722
ROW SHEET NO. 3
FINALIZED PROJECT NO.
0 50' 100' 200'
SCALE
N
Roadway Design Division
Date: 29-OCT-2019 13:40
User: tsteffen
Computer: OMATMSE
File: 227220r03.dgn
Scale: 1:200
515
520
525
530
535
540
SEC. 27-T17N-R8E
SEC. 34-T17N-R8E
SEC. 35-T17N-R8E
SEC. 26-T17N-R8E
P.I. STA. 522+94.40
Δ = 33°59'07.38" Rt.
T = 507.28
L = 984.64
R = 1660.00
P.C. STA. 517+87.12
P.T. STA. 527+71.76
e = 6.0% (Design)
P.I. STA. 542+58.48
Δ = 44°56'54.64" Rt.
T = 686.72
L = 1302.27
R = 1660.00
P.C. STA. 535+71.76
P.T. STA. 548+74.03
e = 6.0% (Design)
Sec. Line
Sec. Line Sta. 522+46.23
Existing CA Proj. 77-2(1040)
HWY US-77
MAIN ST.
BOULEVARD
Approx. Location from Dave's Drive Schematic
TRACT NO. 1
NEAL NIESS AND DANA VERBEEK
A TRACT IN SW 1/4 SW 1/4
SEC. 26-T17N-R8E ALSO
REFERRED TO AS TAX LOT 52
AND NW 1/4 NW 1/4,
SEC. 35-T17N-R8E
ALSO REFERRED TO AS
TAX LOT 56.
EASEMENT FOR
INGRESS & EGRESS
TRACT NO. 2
CITY OF FREMONT
A TRACT IN SW1/4 SW1/4,
SEC. 26-T17N-R8E
ALSO REFERRED TO AS
TAX LOT 51
TRACT NO. 3
KEVIN R. YOUNT &
LORI R. YOUNT, H&W
N 11' LOT 45, LOTS 46 & 47,
N275' OF LOTS 48 & 49
S 170' LOTS 50,51,52 & 53,
INGLEWOOD SUBDIVISION
SEC. 26-T17N-R8E
ALSO REFERRED TO AS TAX LOT 50
TRACT NO. 4
LEONA K. PADEN, SOLE TRUSTEE,
OR HER SUCCESSORS IN TRUST UNDER
THE LEONA K. PADEN LIVING TRUST
A TRACT IN SW1/4 SW1/4,
SEC. 26-T17N-R8E
ALSO REFERRED TO AS
TAX LOT 70
TRACT NO. 5
ACCOMMODATION TITLEHOLDER TWENTY-TWO LLC,
N/K/A NEBCO, INC.
TAX LOTS 43, 46, 49 & 71
SEC. 26-T17N-R8E
TRACT NO. 6
NEBCO, INC. SUBJECT TO
THE INTEREST OF THE
CITY OF FREMONT
LOTS 1 & 2
THE SECOND LEVEE
SUBDIVISION
SEC. 26-T17N-R8E
TE1
TEMPORARY
ROAD CONSTRUCTION
PE1
CONSTRUCTION, OPERATION, RECONSTRUCTION,
AND MAINTENANCE OF A HIGHWAY.
PE2
CONSTRUCTION, OPERATION, RECONSTRUCTION,
AND MAINTENANCE OF A HIGHWAY.
THESE PLANS ARE INTENDED TO
SHOW DETAILS OF THE HIGHWAY
RIGHT OF WAY. ALL OTHER
DETAILS ARE SHOWN FOR
INFORMATION ONLY. SEE
CONSTRUCTION PLANS
Appraisal Plans
PRELIMINARY RIGHT
OF WAY PLANS
SUBJECT TO CHANGE
DATE: 10 - 29 - 2019


PRELIMINARY PLAN
NOT FINAL – SUBJECT TO CHANGE
PROJECT NO. 77-3(1036)
SHEET NO.
ROW PROJECT NO. C.N. 77-3(1036)
LOCATION FREMONT SOUTHEAST BELTWAY
COUNTY DODGE
CONTROL NO. 22722
ROW SHEET NO.
FINALIZED PROJECT NO.
0 50' 100' 200'
SCALE
545
550
555
560
565
570
SEC. 26-T17N-R8E
TRACT NO. 8
PCCW, INC.
A TRACT IN SEC. 26-T17N-R8E ALSO REFERRED TO AS TAX LOTS 39 & 45.
TRACT NO. 1000
SIOUX CITY AND WESTERN RAILWAY COMPANY, N/K/A BNSF RAILWAY COMPANY
PART OF NW 1/4, SE 1/4 SEC. 26-T17N-R8E
PE1
CONSTRUCTION, OPERATION, RECONSTRUCTION, AND MAINTENANCE OF A HIGHWAY VIADUCT.
TRACT NO. 10
PCCW, INC.
BLKS 2-7, & 10 SOUTH FREMONT ADDITION AND A TRACT IN SEC. 25-T17N-R8E ALSO REFERRED TO AS TAX LOTS 37, 44, 64, & 78-80, & A TRACT IN SEC. 36-T17N-R8E ALSO REFERRED TO AS TAX LOTS 22-24
PCCW, INC.
RIVER RD.
TRACT NO. 7
ACCOMMODATION TITLEHOLDER TWENTY-TWO LLC, N/K/A NEBCO, INC.
LOTS 16-21, EAST INGLEWOOD SUBDIVISION AND A TRACT IN SEC. 26-T17N-R8E ALSO REFERRED TO AS TAX LOT 44
TRACT NO. 6
ACCOMMODATION TITLEHOLDER TWENTY-TWO LLC AND/OR FARMLAND, FREMONT, AND RAILROAD DRAINAGE DISTRICT
ROW1
PE1
PE2
TE1 DRIVEWAY CONSTRUCTION
TE2 DRIVEWAY CONSTRUCTION
PE2 CONSTRUCTION, OPERATION, RECONSTRUCTION, AND MAINTENANCE OF A HIGHWAY.
BNSF RR
S. PLATTE AVE.
TRACT NO. 5
ACCOMMODATION TITLEHOLDER TWENTY-TWO LLC, N/K/A NEBCO, INC.
A TRACT IN SEC. 26-T17N-R8E ALSO REFERRED TO AS TAX LOTS 43, 46, 49 & 71
CITY OF FREMONT DRAINAGE EASEMENT V-215
TRACT NO. 20
NEBCO, INC.
A TRACT IN SEC. 26-T17N-R8E ALSO REFERRED TO AS TAX LOT 57.
TRACT NO. 19
HILLS FARM, INC. (FEE TITLE)
LINCOLN SAND AND GRAVEL COMPANY NKA NEBCO, INC. (CONTRACT INTEREST)
A TRACT IN SEC. 26-T17N-R8E ALSO REFERRED TO AS TAX LOT 56.
HILLS FARM RD.
P.I. STA. 542+58.48
Δ = 44°56'54.64" Rt.
T = 686.72
L = 1302.27
R = 1660.00
P.C. STA. 535+71.76
P.T. STA. 548+74.03
e = 6.0% (Design)
THESE PLANS ARE INTENDED TO SHOW DETAILS OF THE HIGHWAY RIGHT OF WAY. ALL OTHER DETAILS ARE SHOWN FOR INFORMATION ONLY. SEE CONSTRUCTION PLANS
Negotiations Plans
TENTATIVE FINAL PLANS SUBJECT TO CHANGE
DATE: 8-15-2019
Roadway Design Division
Date: 14-AUG-2019 14:57
User: tsteffen
Computer: OMATIMSE
File: 227220r04.dgn
Scale: 1:200

PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE

PROJECT NO. 77-3(1036)	SHEET NO.
ROW PROJECT NO. C.N. 77-3(1036)	
LOCATION FREMONT SOUTHEAST BELTWAY	
COUNTY DODGE	
CONTROL NO. 22722	ROW SHEET NO. 4A
FINALIZED PROJECT NO.	



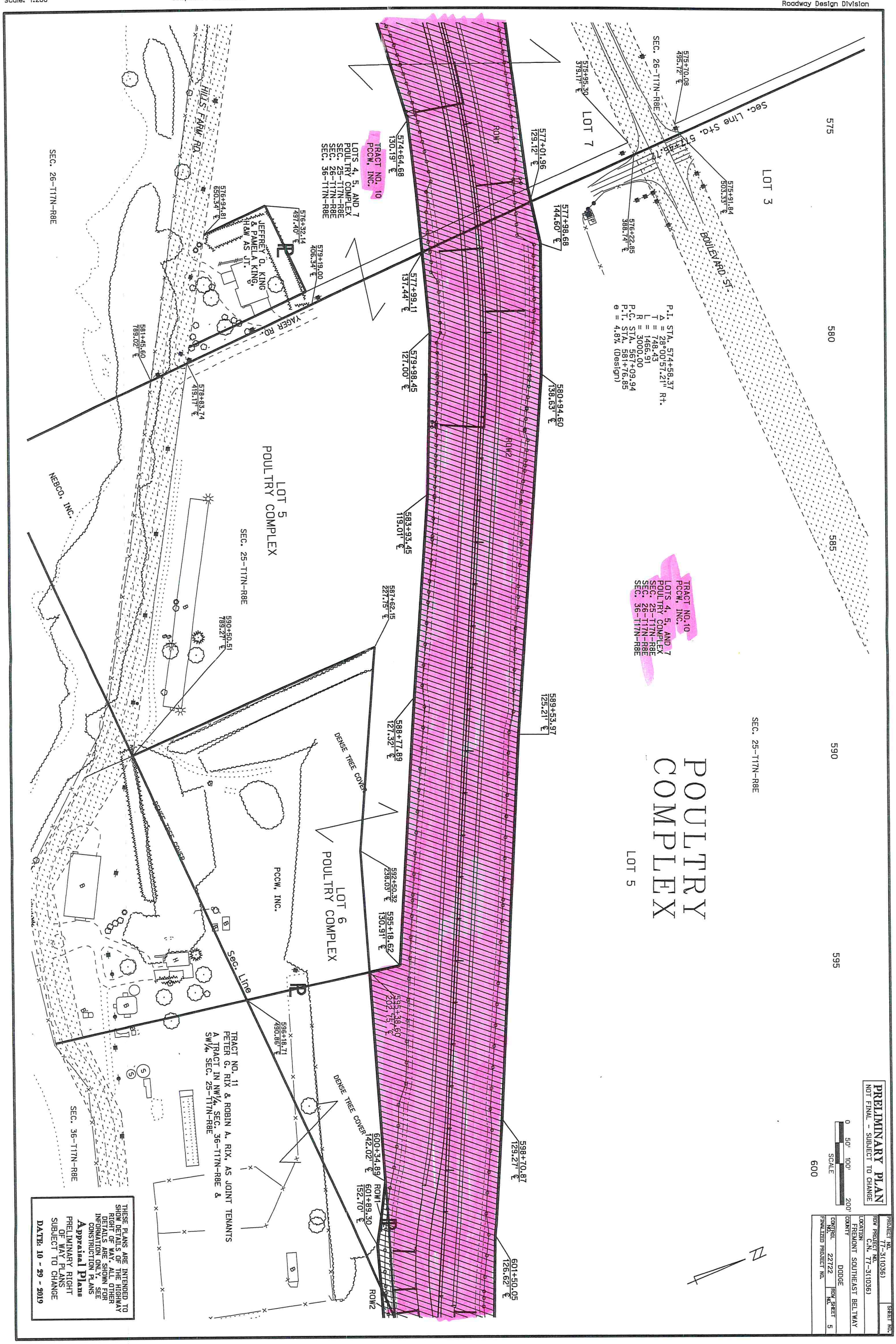
THESE PLANS ARE INTENDED TO SHOW DETAILS OF THE HIGHWAY RIGHT OF WAY. ALL OTHER DETAILS ARE SHOWN FOR INFORMATION ONLY. SEE CONSTRUCTION PLANS

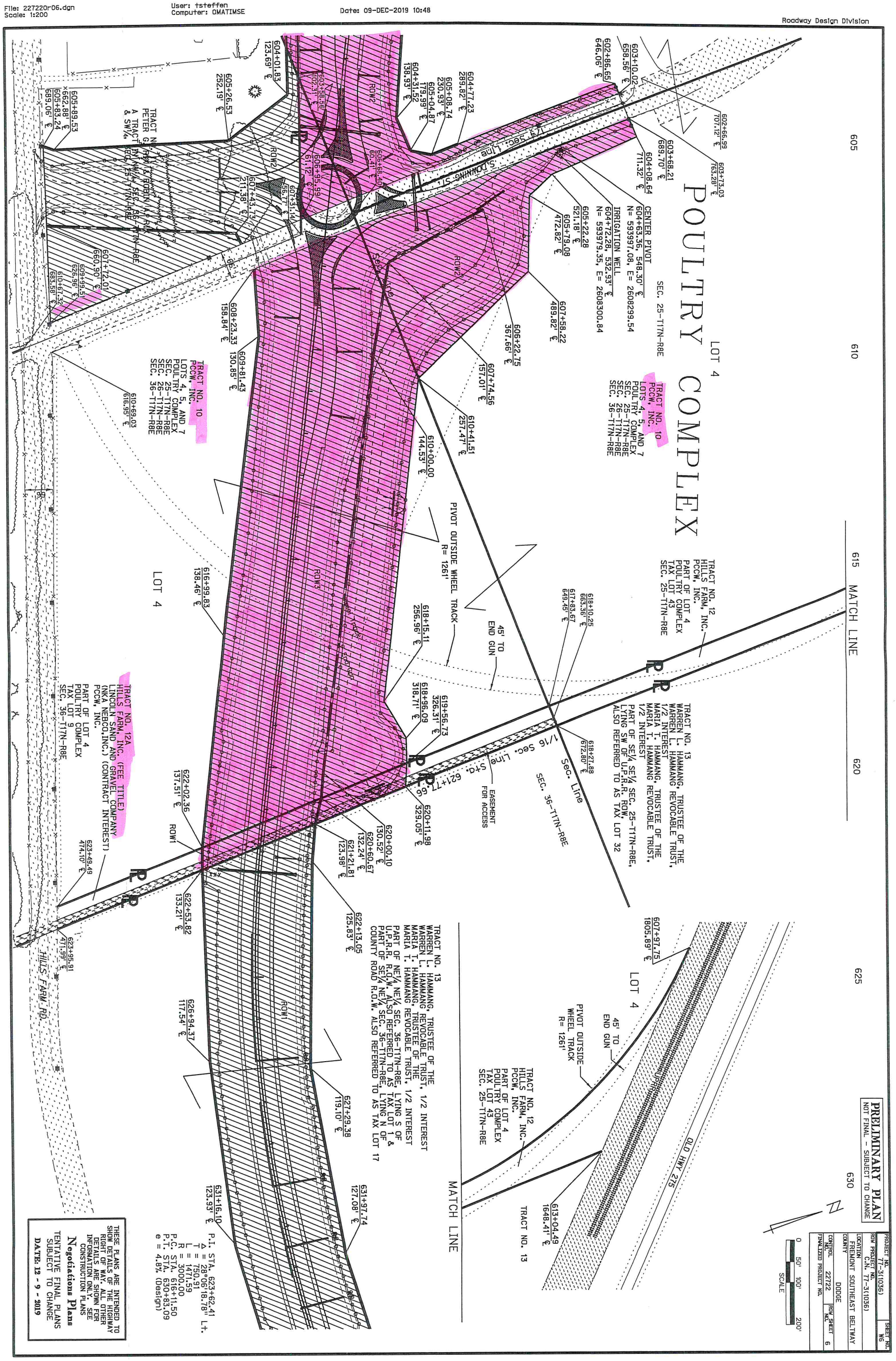
Appraisal Plans

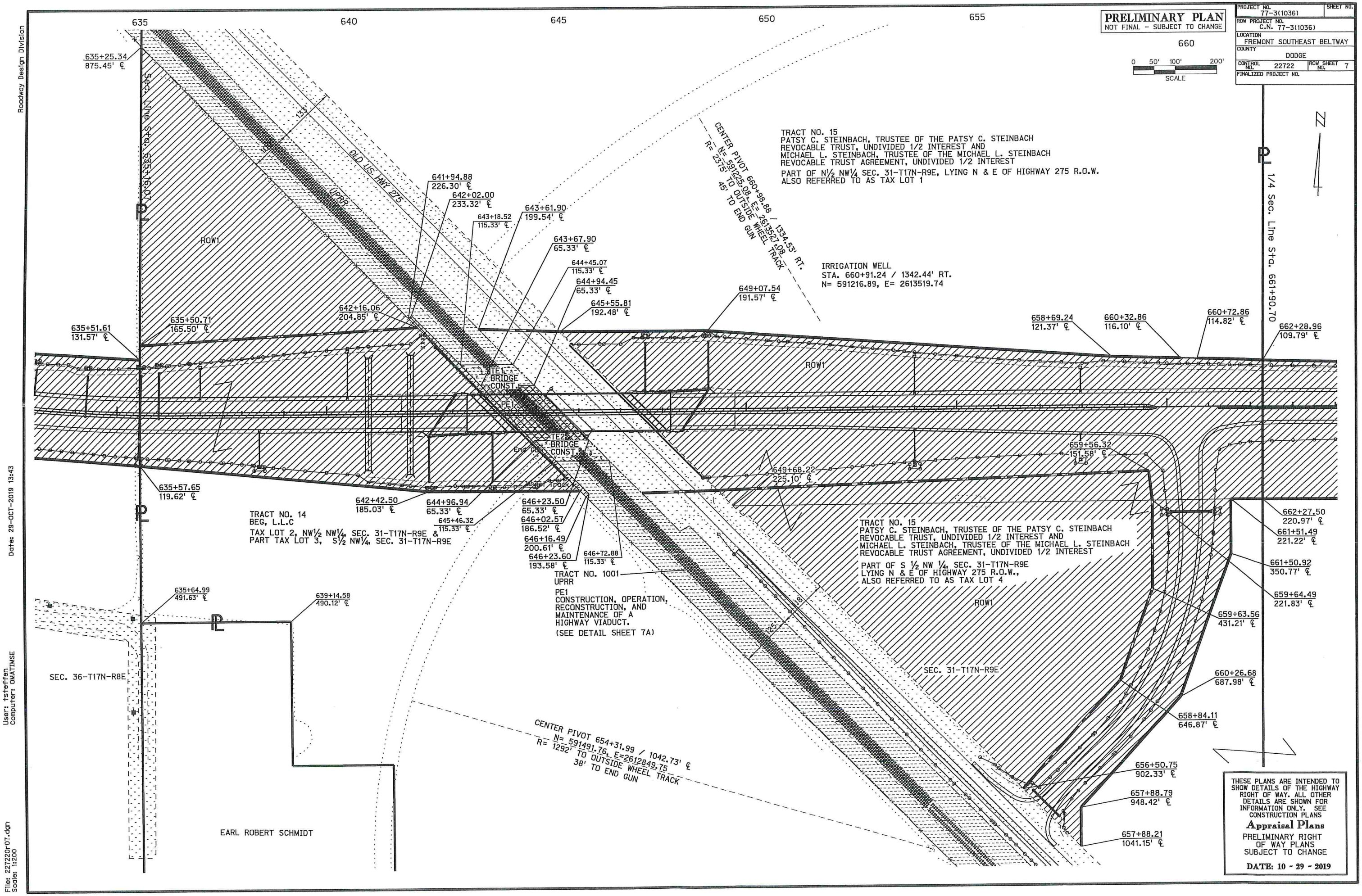
PRELIMINARY RIGHT OF WAY PLANS SUBJECT TO CHANGE

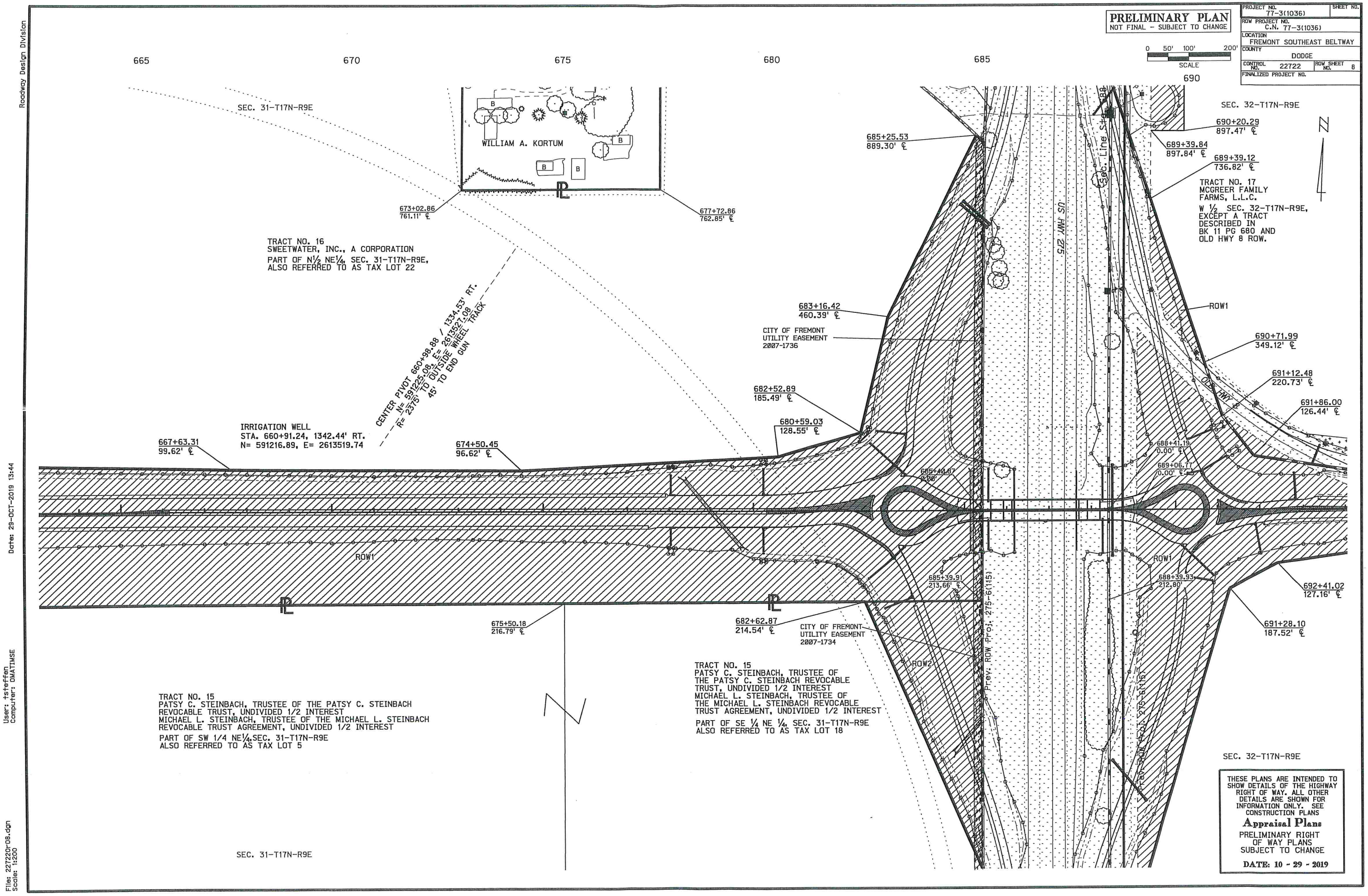
DATE: 10 - 29 - 2019

Roadway Design Division
Date: 29-OCT-2019 13:41
User: rsteffen
Computer: DMATIMSE
File: 227220r04A.dgn
Scale: 1:80


575
580
585
590
595
600
LOT 3
LOT 7
BOULEVARD ST.
Sec. Line Sta. 511+40.72
575+70.08
495.72' ℄
575+95.30
379.17' ℄
575+91.84
503.33' ℄
576+22.85
388.74' ℄
SEC. 26-T17N-R8E
P.I. STA. 574+58.37
Δ = 28°00'57.21" Rt.
T = 748.43
L = 1466.91
R = 3000.00
P.C. STA. 567+09.94
P.T. STA. 581+76.85
e = 4.8% (Design)
577+01.96
129.12' ℄
577+98.68
144.60' ℄
580+94.60
138.63' ℄
574+64.68
130.19' ℄
TRACT NO. 10
PCCW, INC.
LOTS 4, 5, AND 7
POULTRY COMPLEX
SEC. 25-T17N-R8E
SEC. 26-T17N-R8E
SEC. 36-T17N-R8E
ROW1
ROW2
577+99.11
137.44' ℄
579+98.45
127.00' ℄
579+19.00
406.34' ℄
576+32.14
497.40' ℄
576+94.81
650.34' ℄
JEFFREY O. KING
& PAMELA A. KING,
H&W AS JT.
YAGER RD.
HILLS FARM RD.
581+45.60
789.02' ℄
578+83.74
419.17' ℄
583+93.45
119.01' ℄
589+53.97
125.21' ℄
587+62.15
227.75' ℄
588+77.89
127.32' ℄
590+50.51
789.27' ℄
LOT 5
POULTRY COMPLEX
SEC. 25-T17N-R8E
NEBCO, INC.
DENSE TREE COVER
592+50.32
238.03' ℄
595+18.62
130.91' ℄
LOT 6
POULTRY COMPLEX
PCCW, INC.
Sec. Line
595+38.60
202.75' ℄
596+18.71
490.86' ℄
598+70.87
129.27' ℄
600+34.89
142.02' ℄
601+89.30
152.70' ℄
601+50.05
126.62' ℄
TRACT NO. 11
PETER G. RIX & ROBIN A. RIX, AS JOINT TENANTS
A TRACT IN NW¼, SEC. 36-T17N-R8E &
SW¼, SEC. 25-T17N-R8E
SEC. 36-T17N-R8E
SEC. 26-T17N-R8E
SEC. 25-T17N-R8E
POULTRY COMPLEX
LOT 5
PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE
0 50' 100' 200'
SCALE
THESE PLANS ARE INTENDED TO SHOW DETAILS OF THE HIGHWAY RIGHT OF WAY. ALL OTHER DETAILS ARE SHOWN FOR INFORMATION ONLY. SEE CONSTRUCTION PLANS
Appraisal Plans
PRELIMINARY RIGHT OF WAY PLANS SUBJECT TO CHANGE
DATE: 10 - 29 - 2019
PROJECT NO. 77-3(1036)
ROW PROJECT NO. C.N. 77-3(1036)
SHEET NO.
LOCATION: FREMONT SOUTHEAST BELTWAY
COUNTY: DODGE
CONTROL NO. 22722
ROW SHEET NO. 5
FINALIZED PROJECT NO.
N


POULTRY COMPLEX
SEC. 25-T17N-R8E
LOT 4
TRACT NO. 10
PCCW, INC.
LOTS 4, 5, AND 7
POULTRY COMPLEX
SEC. 25-T17N-R8E
SEC. 26-T17N-R8E
SEC. 36-T17N-R8E
TRACT NO. 12
HILLS FARM, INC.
PCCW, INC.
PART OF LOT 4
POULTRY COMPLEX
TAX LOT 43
SEC. 25-T17N-R8E
TRACT NO. 13
WARREN L. HAMMANG, TRUSTEE OF THE
WARREN L. HAMMANG REVOCABLE TRUST,
1/2 INTEREST
MARIA T. HAMMANG, TRUSTEE OF THE
MARIA T. HAMMANG REVOCABLE TRUST,
1/2 INTEREST
PART OF SE¼ SE¼ SEC. 25-T17N-R8E,
LYING SW OF U.P.R.R. ROW,
ALSO REFERRED TO AS TAX LOT 32
TRACT NO. 12A
HILLS FARM, INC. (FEE TITLE)
LINCOLN SAND AND GRAVEL COMPANY
(NKA NEBCO,INC.) (CONTRACT INTEREST)
PCCW, INC.
PART OF LOT 4
POULTRY COMPLEX
TAX LOT 9
SEC. 36-T17N-R8E
TRACT NO. 13
WARREN L. HAMMANG, TRUSTEE OF THE
WARREN L. HAMMANG REVOCABLE TRUST, 1/2 INTEREST
MARIA T. HAMMANG, TRUSTEE OF THE
MARIA T. HAMMANG REVOCABLE TRUST, 1/2 INTEREST
PART OF NE¼ NE¼ SEC. 36-T17N-R8E, LYING S OF
U.P.R.R. R.O.W. ALSO REFERRED TO AS TAX LOT 1 &
PART OF SE¼ NE¼ SEC. 36-T17N-R8E, LYING N OF
COUNTY ROAD R.O.W. ALSO REFERRED TO AS TAX LOT 17
TRACT NO. 12
HILLS FARM, INC.
PCCW, INC.
PART OF LOT 4
POULTRY COMPLEX
TAX LOT 43
SEC. 25-T17N-R8E
TRACT NO. 13
PCCW, INC.
PART OF LOT 4
POULTRY COMPLEX
TAX LOT 43
SEC. 25-T17N-R8E
TRACT NO. 13
PETER G. ROBIN A.O.R.R.
A TRACT IN NW¼ SEC. 36-T17N-R8E
& SW¼, SEC. 25-T17N-R8E
MATCH LINE
605
610
615
620
625
630
LOT 4
PIVOT OUTSIDE WHEEL TRACK
R= 1261'
45' TO
END GUN
1/16 Sec. Line
Sec. Line
SEC. 36-T17N-R8E
EASEMENT
FOR ACCESS
OLD HWY 275
HILLS FARM RD
ROW1
ROW2
ROW3
PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE
PROJECT NO. 77-3(1036)
ROW PROJECT NO. C.N. 77-3(1036)
SHEET NO. W6
LOCATION FREMONT SOUTHEAST BELTWAY
COUNTY DODGE
CONTROL NO. 22722
ROW SHEET NO. 6
FINALIZED PROJECT NO.
0 50' 100' 200'
SCALE
THESE PLANS ARE INTENDED TO SHOW DETAILS OF THE HIGHWAY RIGHT OF WAY. ALL OTHER DETAILS ARE SHOWN FOR INFORMATION ONLY. SEE CONSTRUCTION PLANS
Negotiations Plans
TENTATIVE FINAL PLANS SUBJECT TO CHANGE
DATE: 12 - 9 - 2019
P.I. STA. 623+62.41
Δ = 28°06'18.78" Lt.
T = 750.91
L = 1471.59
R = 3000.00
P.C. STA. 616+11.50
P.T. STA. 630+83.09
e = 4.8% (Design)

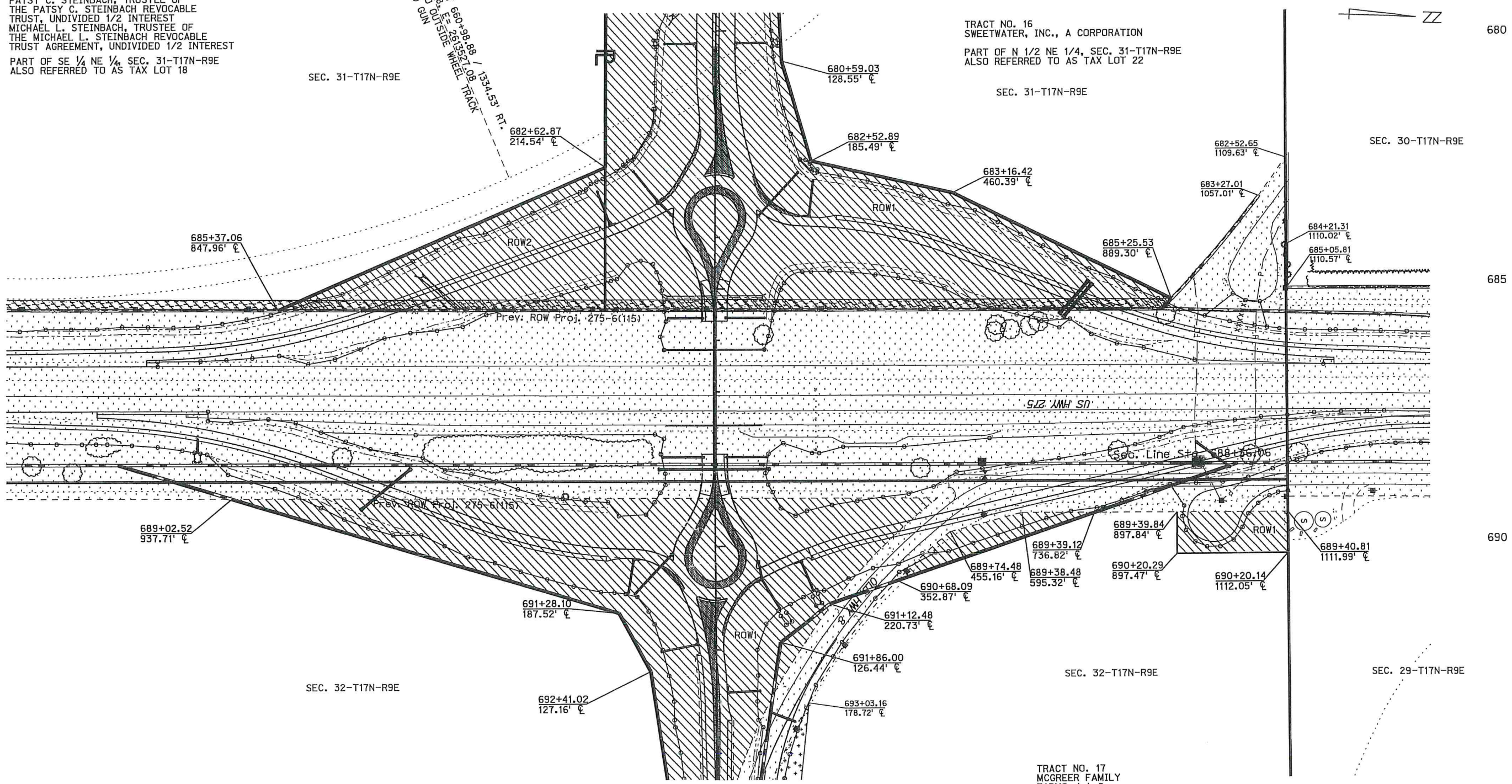

PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE
PROJECT NO. 77-3(1036)
SHEET NO.
ROW PROJECT NO. C.N. 77-3(1036)
LOCATION FREMONT SOUTHEAST BELTWAY
COUNTY DODGE
CONTROL NO. 22722
ROW SHEET NO. 7
FINALIZED PROJECT NO.
SCALE 0 50' 100' 200'
N
Roadway Design Division
Date: 29-OCT-2019 13:43
User: tsteffen
Computer: OMATIWSE
File: 227220r07.dgn
Scale: 1:200
635
640
645
650
655
660
635+25.34
875.45' ℄
Sec. Line Sta. 635+16.07
PL
ROW1
OLD US HWY 275
UPRR
641+94.88
226.30' ℄
642+02.00
233.32' ℄
643+18.52
115.33' ℄
643+61.90
199.54' ℄
643+67.90
65.33' ℄
644+45.07
115.33' ℄
644+94.45
65.33' ℄
645+55.81
192.48' ℄
649+07.54
191.57' ℄
CENTER PIVOT 660+98.88 / 1334.53' RT.
N= 591229.08, E= 2613527.08
R= 2375' TO OUTSIDE WHEEL TRACK
45' TO END GUN
TRACT NO. 15
PATSY C. STEINBACH, TRUSTEE OF THE PATSY C. STEINBACH
REVOCABLE TRUST, UNDIVIDED 1/2 INTEREST AND
MICHAEL L. STEINBACH, TRUSTEE OF THE MICHAEL L. STEINBACH
REVOCABLE TRUST AGREEMENT, UNDIVIDED 1/2 INTEREST
PART OF N½ NW¼ SEC. 31-T17N-R9E, LYING N & E OF HIGHWAY 275 R.O.W.
ALSO REFERRED TO AS TAX LOT 1
IRRIGATION WELL
STA. 660+91.24 / 1342.44' RT.
N= 591216.89, E= 2613519.74
PL 1/4 Sec. Line Sta. 661+90.70
658+69.24
121.37' ℄
660+32.86
116.10' ℄
660+72.86
114.82' ℄
662+28.96
109.79' ℄
635+51.61
131.57' ℄
635+50.71
165.50' ℄
642+16.06
204.85' ℄
TE1
BRIDGE
CONST.
PE1
TE2
BRIDGE
CONST.
End Bridge
Upper Track
659+56.32
151.58' ℄
649+68.22
225.10' ℄
635+57.65
119.62' ℄
642+42.50
185.03' ℄
644+96.94
65.33' ℄
645+46.32
115.33' ℄
646+23.50
65.33' ℄
646+02.57
186.52' ℄
646+16.49
200.61' ℄
646+23.60
193.58' ℄
646+72.88
115.33' ℄
TRACT NO. 14
BEG, L.L.C
TAX LOT 2, NW½ NW¼, SEC. 31-T17N-R9E &
PART TAX LOT 3, S½ NW¼, SEC. 31-T17N-R9E
TRACT NO. 1001
UPRR
PE1
CONSTRUCTION, OPERATION,
RECONSTRUCTION, AND
MAINTENANCE OF A
HIGHWAY VIADUCT.
(SEE DETAIL SHEET 7A)
TRACT NO. 15
PATSY C. STEINBACH, TRUSTEE OF THE PATSY C. STEINBACH
REVOCABLE TRUST, UNDIVIDED 1/2 INTEREST AND
MICHAEL L. STEINBACH, TRUSTEE OF THE MICHAEL L. STEINBACH
REVOCABLE TRUST AGREEMENT, UNDIVIDED 1/2 INTEREST
PART OF S ½ NW ¼, SEC. 31-T17N-R9E
LYING N & E OF HIGHWAY 275 R.O.W.,
ALSO REFERRED TO AS TAX LOT 4
662+27.50
220.97' ℄
661+51.49
221.22' ℄
661+50.92
350.77' ℄
659+64.49
221.83' ℄
659+63.56
431.21' ℄
635+64.99
491.63' ℄
639+14.58
490.12' ℄
SEC. 36-T17N-R8E
SEC. 31-T17N-R9E
660+26.68
687.98' ℄
658+84.11
646.87' ℄
CENTER PIVOT 654+31.99 / 1042.73' ℄
N= 591491.76, E=2612849.75
R= 1292' TO OUTSIDE WHEEL TRACK
38' TO END GUN
656+50.75
902.33' ℄
657+88.79
948.42' ℄
657+88.21
1041.15' ℄
EARL ROBERT SCHMIDT
THESE PLANS ARE INTENDED TO SHOW DETAILS OF THE HIGHWAY RIGHT OF WAY. ALL OTHER DETAILS ARE SHOWN FOR INFORMATION ONLY. SEE CONSTRUCTION PLANS
Appraisal Plans
PRELIMINARY RIGHT OF WAY PLANS SUBJECT TO CHANGE
DATE: 10 - 29 - 2019


PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE
PROJECT NO. 77-3(1036)
SHEET NO.
ROW PROJECT NO. C.N. 77-3(1036)
LOCATION FREMONT SOUTHEAST BELTWAY
COUNTY DODGE
CONTROL NO. 22722
ROW SHEET NO. 8
FINALIZED PROJECT NO.
0 50' 100' 200'
SCALE
665
670
675
680
685
690
SEC. 31-T17N-R9E
SEC. 32-T17N-R9E
WILLIAM A. KORTUM
673+02.86
761.11' ℄
677+72.86
762.85' ℄
TRACT NO. 16
SWEETWATER, INC., A CORPORATION
PART OF N½ NE¼, SEC. 31-T17N-R9E,
ALSO REFERRED TO AS TAX LOT 22
CENTER PIVOT 660+98.88 / 1334.53' RT.
N= 591225.08, E= 2613527.08
R= 2375' TO OUTSIDE WHEEL TRACK
45' TO END GUN
IRRIGATION WELL
STA. 660+91.24, 1342.44' RT.
N= 591216.89, E= 2613519.74
667+63.31
99.62' ℄
674+50.45
96.62' ℄
ROW1
675+50.18
216.79' ℄
682+62.87
214.54' ℄
CITY OF FREMONT
UTILITY EASEMENT
2007-1734
ROW2
TRACT NO. 15
PATSY C. STEINBACH, TRUSTEE OF THE PATSY C. STEINBACH REVOCABLE TRUST, UNDIVIDED 1/2 INTEREST
MICHAEL L. STEINBACH, TRUSTEE OF THE MICHAEL L. STEINBACH REVOCABLE TRUST AGREEMENT, UNDIVIDED 1/2 INTEREST
PART OF SW 1/4 NE¼,SEC. 31-T17N-R9E
ALSO REFERRED TO AS TAX LOT 5
TRACT NO. 15
PATSY C. STEINBACH, TRUSTEE OF THE PATSY C. STEINBACH REVOCABLE TRUST, UNDIVIDED 1/2 INTEREST
MICHAEL L. STEINBACH, TRUSTEE OF THE MICHAEL L. STEINBACH REVOCABLE TRUST AGREEMENT, UNDIVIDED 1/2 INTEREST
PART OF SE ¼ NE ¼, SEC. 31-T17N-R9E
ALSO REFERRED TO AS TAX LOT 18
SEC. 31-T17N-R9E
685+25.53
889.30' ℄
683+16.42
460.39' ℄
CITY OF FREMONT
UTILITY EASEMENT
2007-1736
682+52.89
185.49' ℄
680+59.03
128.55' ℄
685+40.87
0.00'
685+39.91
213.66' ℄
US HWY 275
Sec. Line St
690+20.29
897.47' ℄
689+39.84
897.84' ℄
689+39.12
736.82' ℄
TRACT NO. 17
MCGREER FAMILY
FARMS, L.L.C.
W ½ SEC. 32-T17N-R9E,
EXCEPT A TRACT
DESCRIBED IN
BK 11 PG 680 AND
OLD HWY 8 ROW.
ROW1
690+71.99
349.12' ℄
691+12.48
220.73' ℄
691+86.00
126.44' ℄
OLD HWY 8
688+41.19
0.00' ℄
689+06.77
0.00' ℄
ROW1
688+39.93
212.80'
692+41.02
127.16' ℄
691+28.10
187.52' ℄
Prev. ROW Proj. 275-6(115)
SEC. 32-T17N-R9E
THESE PLANS ARE INTENDED TO SHOW DETAILS OF THE HIGHWAY RIGHT OF WAY. ALL OTHER DETAILS ARE SHOWN FOR INFORMATION ONLY. SEE CONSTRUCTION PLANS
Appraisal Plans
PRELIMINARY RIGHT OF WAY PLANS SUBJECT TO CHANGE
DATE: 10 - 29 - 2019
Roadway Design Division
Date: 29-OCT-2019 13:44
User: tsteffen
Computer: DMATIMSE
Files: 227220r08.dgn
Scale: 1:200

PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE

PROJECT NO. 77-3(1036)	SHEET NO.
ROW PROJECT NO. C.N. 77-3(1036)	
LOCATION FREMONT SOUTHEAST BELTWAY	
COUNTY DODGE	
CONTROL NO. 22722	ROW SHEET NO. 9
FINALIZED PROJECT NO.	

0 50' 100' 200'
SCALE



THESE PLANS ARE INTENDED TO SHOW DETAILS OF THE HIGHWAY RIGHT OF WAY. ALL OTHER DETAILS ARE SHOWN FOR INFORMATION ONLY. SEE CONSTRUCTION PLANS

Appraisal Plans

PRELIMINARY RIGHT OF WAY PLANS SUBJECT TO CHANGE

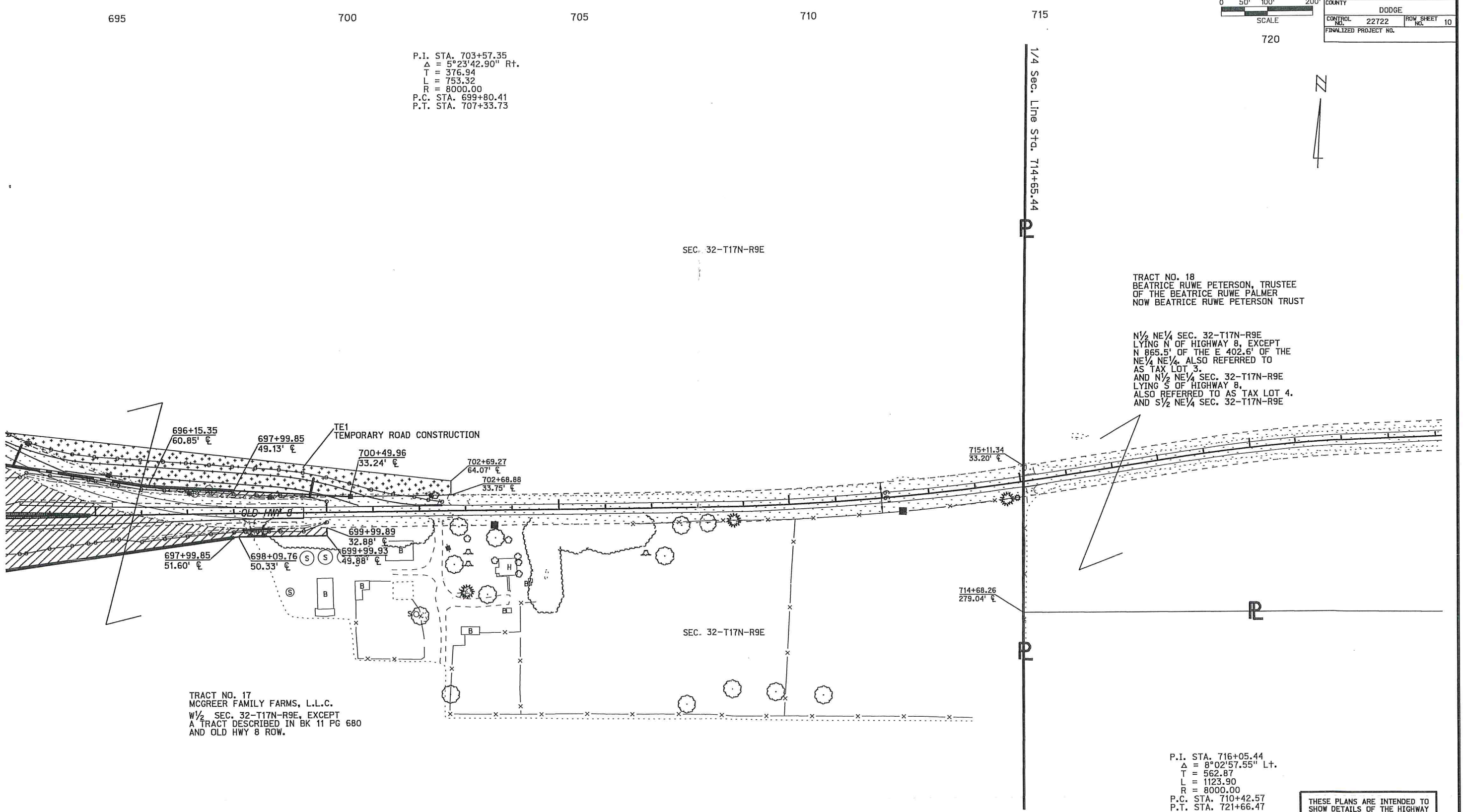
DATE: 10 - 29 - 2019

Roadway Design Division
Date: 29-OCT-2019 13:46
User: tstreffan
Computer: DMATIWSE
File: 227220r09.dgn
Scale: 1:200

PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE

PROJECT NO. 77-3(1036)	SHEET NO.
ROW PROJECT NO. C.N. 77-3(1036)	
LOCATION FREMONT SOUTHEAST BELTWAY	
COUNTY DODGE	
CONTROL NO. 22722	ROW SHEET NO. 10
FINALIZED PROJECT NO.	

0 50' 100' 200'
SCALE



THESE PLANS ARE INTENDED TO SHOW DETAILS OF THE HIGHWAY RIGHT OF WAY. ALL OTHER DETAILS ARE SHOWN FOR INFORMATION ONLY. SEE CONSTRUCTION PLANS

Appraisal Plans

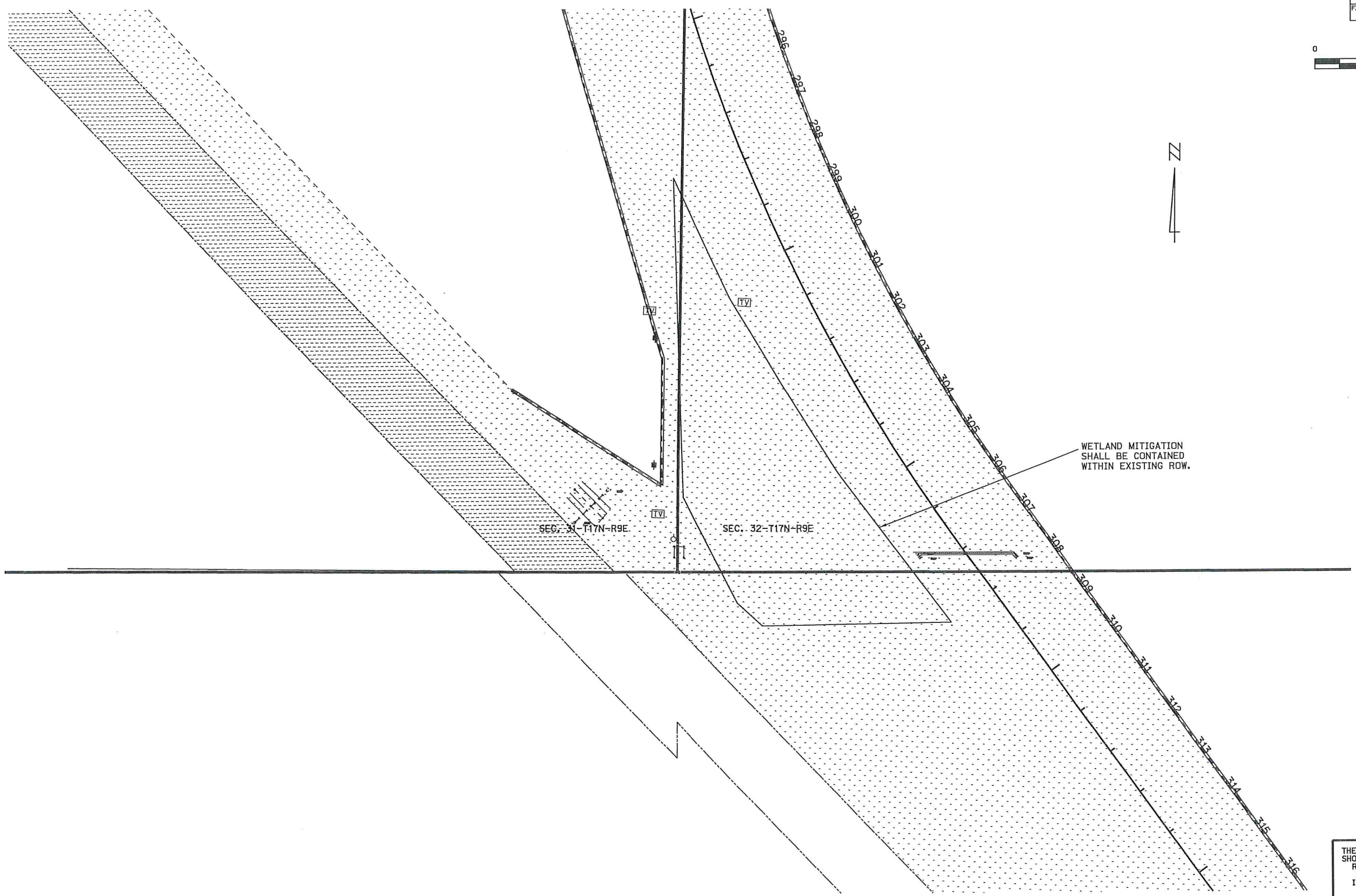
PRELIMINARY RIGHT OF WAY PLANS SUBJECT TO CHANGE

DATE: 10 - 29 - 2019

Roadway Design Division
Date: 29-OCT-2019 13:48
User: tsteffan
Computer: DMATIMSE
File: 227220r10.dgn
Scale: 1:200

PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE

PROJECT NO. 77-3(1036)	SHEET NO.
ROW PROJECT NO. C.N. 77-3(1036)	
LOCATION FREMONT SOUTHEAST BELTWAY	
COUNTY DODGE	
CONTROL NO. 22722	ROW SHEET NO. 11
FINALIZED PROJECT NO.	



THESE PLANS ARE INTENDED TO SHOW DETAILS OF THE HIGHWAY RIGHT OF WAY. ALL OTHER DETAILS ARE SHOWN FOR INFORMATION ONLY. SEE CONSTRUCTION PLANS

Appraisal Plans

PRELIMINARY RIGHT OF WAY PLANS SUBJECT TO CHANGE

DATE: 10 - 29 - 2019

Roadway Design Division

Date: 29-OCT-2019 13:49

User: tsteffen
Computer: DMATIMSE

File: 227220r11.dgn
Scale: 1:200

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

December 12, 2019

Pete Ricketts, Governor

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

Re: Project Number: 77-3(1036)
Tract Number: 2,8,10,12A 19 & 20
Control Number: 22722
Project Location: Fremont Southeast Beltway

The State of Nebraska, Department of Transportation is planning to improve a portion of Highway 77 in Dodge County. We need to acquire additional land to construct this improvement. In your case, we need fee simple and improvement(s), if any, in land you own located in the Southwest Quarter of the Southwest Quarter of Section 26, Township 17 North, Range 8 East, a tract Located in Lot 9 Poultry Complex, a Tract in Lots 5 and 7 Poultry Complex, A Tract located in Lots 4 and 5 Poultry Complex Section 25, Township 17 North, Range 8 East, A Tract in Lots 4 and 5 Poultry Complex Section 36, Township 17 North, Range 8 East, all of the Sixth Principal Meridian Dodge County, Nebraska.

Enclosed are the contracts and other documents that comprise our just compensation offer in the amount of $700.00. Also included is the appraisal used as the basis for the offer, a plan sheet showing the affected areas of your property, a brochure explaining our policies and your rights and a civil rights survey.

Please look over this material and call me to discuss any questions or concerns you may have regarding this matter. My toll free number is 1-800-764-0422. If you wish I will be more than happy to meet with you personally to discuss our proposal.

If you are satisfied with our offer, please do the following:

Kyle Schneweis, P.E., Director
Department of Transportation
1500 Highway 2
PO Box 94759
Lincoln, NE 68509-4759
OFFICE 402-471-4567 FAX 402-479-4325
NDOT.ContactUs@nebraska.gov
dot.nebraska.gov

Please sign all documents in blue ink.

1. **Sign, before a notary public,** one contract.
   (Spouses need to sign, even if not shown as a recorded owner.)
2. **Sign, before a notary public,** the deed(s), if provided.
3. **Sign and fill out** the W-9, Request for Taxpayer Identification and Certification form;
   a. If you are the sole owner (single or spouses), you need only one W-9.
   b. If multiple owners, then you and each owner/couple need to fill out and sign a separate W-9 form, even if you are receiving none of the proceeds.
4. **Sign and fill out the Payment/Allocation Voucher** form; each owner/couple needs to list themselves and the other owners and designate how the total amount will be divided. *This is only for IRS accounting purposes. We will issue one check with all names on it, except we are required to make an electronic deposit when the consideration is over $25,000. If there are multiple owners and/or parties (mortgage, etc.) and an electronic deposit is necessary, we will be required to hire a title company to handle the payment.*
5. **If a corporation or LLC**, please complete, sign and notarize the Affidavit.
6. **Return** the executed documents in the enclosed postage paid return envelope and also;
   c. COMPLETE & INCLUDE the Request for Tenant Information form, if provided.
   d. INCLUDE for reimbursement, a paid receipt for notary services, if charged.

You will usually receive payment within four to six weeks after we have received the properly executed documents. If we need a release of mortgage or deed of trust it will depend on how quickly the company owning the debt instrument takes to process our request.

We appreciate your cooperation and patience in helping us complete this project that will provide safer driving conditions for the traveling public.

Sincerely,

Leslie Muehlich
Right of Way Division
cc: File

OWNERS COPY

NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

ACQUISITION CONTRACT

Copies to:
1. Right of Way Division, NDOT
2. Owner (NDOT Approved)
3. Owner
4. District

Project No.: **77-3(1036)**
Project Name: **Fremont Southeast Beltway**
Control No.: **22722**
Tract No.: **2, 8, 10, 12A, 19 & 20**

THIS CONTRACT, made and entered into this _____ day of _____, 20 _____ by and between **City of Fremont**,
Address:
hereinafter called the INTERESTED PARTY, and the Nebraska Department of Transportation, hereinafter called the STATE.

INTERESTED PARTY

WITNESSETH: In consideration of the payment or payments as specified below, the INTERESTED PARTY hereby relinquishes to the STATE, all leasehold interest to certain lands and any improvements thereon owned by

The property to which the INTERESTED PARTY hereby **permanently** relinquishes interest is described as follows:

(Tract 2)
A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TAX LOT 51 ON THE EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY; THENCE EASTERLY, ALONG THE NORTH LINE OF TAX LOT 51, A DISTANCE OF 198.00 FEET; THENCE SOUTHEASTERLY, DEFLECTING 45 DEGREES, 41 MINUTES, 55 SECONDS, RIGHT, A DISTANCE OF 80.46 FEET; THENCE SOUTHEASTERLY, DEFLECTING 05 DEGREES, 07 MINUTES, 43 SECONDS, LEFT, A DISTANCE OF 104.59 FEET; THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 25 MINUTES, 35 SECONDS, LEFT, A DISTANCE OF 82.64 FEET; THENCE SOUTHEASTERLY, DEFLECTING 13 DEGREES, 50 MINUTES, 29 SECONDS, LEFT, A DISTANCE OF 33.28 FEET; THENCE EASTERLY, DEFLECTING 21 DEGREES, 58 MINUTES, 18 SECONDS, LEFT, A DISTANCE OF 37.55 FEET, TO THE WEST LINE OF THE EXISTING MAIN STREET RIGHT-OF-WAY; THENCE SOUTHERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, RIGHT, ALONG SAID WEST LINE OF THE EXISTING MAIN STREET RIGHT-OF-WAY, A DISTANCE OF 190.77 FEET; THENCE WESTERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, RIGHT, ALONG SAID EXISTING MAIN STREET RIGHT-OF-WAY, A DISTANCE OF 14.00 FEET; THENCE SOUTHWESTERLY, DEFLECTING 35 DEGREES, 14 MINUTES, 15 SECONDS, LEFT, A DISTANCE OF 309.17 FEET; THENCE NORTHEASTERLY, DEFLECTING 151 DEGREES, 23 MINUTES, 40 SECONDS, RIGHT, A DISTANCE OF 98.13 FEET; THENCE NORTHWESTERLY, DEFLECTING 38 DEGREES, 46 MINUTES, 58 SECONDS, LEFT, A DISTANCE OF 153.03 FEET; THENCE NORTHWESTERLY DEFLECTING 26 DEGREES, 41 MINUTES, 30 SECONDS, LEFT, A DISTANCE OF 342.24 FEET, TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 77; THENCE NORTHERLY, DEFLECTING 43 DEGREES, 30 MINUTES, 36 SECONDS, RIGHT, ALONG SAID EAST

RIGHT-OF-WAY LINE OF HIGHWAY 77, A DISTANCE OF 51.58 FEET, TO THE POINT OF BEGINNING, CONTAINING 2.81 ACRES, MORE OR LESS.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 398.00 FEET, TO A POINT ON THE EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY; THENCE NORTHERLY, DEFLECTING 88 DEGREES, 02 MINUTES, 34 SECONDS, LEFT, ALONG SAID EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY, A DISTANCE OF 376.10 FEET, TO THE SOUTH PROPERTY LINE OF THE GRANTOR(S) AND THE POINT OF BEGINNING; THENCE NORTHEASTERLY, DEFLECTING 40 DEGREES, 56 MINUTES, 39 SECONDS, RIGHT, ALONG THE SOUTH PROPERTY LINE OF THE GRANTOR(S), A DISTANCE OF 221.23 FEET; THENCE NORTHEASTERLY, DEFLECTING 12 DEGREES, 09 MINUTES, 00 SECONDS, RIGHT, ALONG SAID SOUTH PROPERTY LINE OF THE GRANTOR(S), A DISTANCE OF 113.83 FEET; THENCE NORTHEASTERLY, DEFLECTING 28 DEGREES, 36 MINUTES, 21 SECONDS, LEFT, A DISTANCE OF 98.13 FEET; THENCE NORTHWESTERLY, DEFLECTING 38 DEGREES, 46 MINUTES, 58 SECONDS, LEFT, A DISTANCE OF 153.03 FEET; THENCE NORTHWESTERLY, DEFLECTING 26 DEGREES, 41 MINUTES, 30 SECONDS, LEFT, A DISTANCE OF 342.24 FEET, TO THE EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY AND THE POINT OF TERMINATION; THENCE NORTHERLY, DEFLECTING 43 DEGREES, 30 MINUTES, 36 SECONDS, RIGHT, ALONG THE EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY, A DISTANCE OF 51.58 FEET, TO THE NORTH PROPERTY LINE OF THE GRANTOR(S); THENCE EASTERLY, DEFLECTING 85 DEGREES, 28 MINUTES, 38 SECONDS, RIGHT, ALONG SAID NORTH PROPERTY LINE OF THE GRANTOR(S), A DISTANCE OF 198.00 FEET, TO THE POINT OF RESUMPTION; THENCE SOUTHEASTERLY, DEFLECTING 45 DEGREES, 41 MINUTES, 55 SECONDS, RIGHT, A DISTANCE OF 80.46 FEET; THENCE SOUTHEASTERLY, DEFLECTING 05 DEGREES, 07 MINUTES, 43 SECONDS, LEFT, A DISTANCE OF 104.59 FEET; THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 25 MINUTES, 35 SECONDS, LEFT, A DISTANCE OF 82.64 FEET; THENCE SOUTHEASTERLY, DEFLECTING 13 DEGREES, 50 MINUTES, 29 SECONDS, LEFT, A DISTANCE OF 33.28 FEET; THENCE EASTERLY, DEFLECTING 21 DEGREES, 58 MINUTES, 18 SECONDS, LEFT, A DISTANCE OF 37.55 FEET, TO THE WEST LINE OF THE EXISTING MAIN STREET RIGHT-OF-WAY AND POINT OF TERMINATION.

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO ITS HEIRS, SUCCESSORS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESRIBED REAL PROPERTY. SAID GRANTOR AND/OR ITS HEIRS, SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT TO ENTER OR USE THE SURFACE OF SAID REAL PROPERTY FOR ANY PURPOSE CONCERNING SAID MINERAL RIGHTS, NOR SHALL SAID GRANTOR AND/OR ITS HEIRS, SUCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

(Tract 8)

A TRACT OF LAND LOCATED IN LOT 9, POULTRY COMPLEX, SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF LOT 9, POULTRY COMPLEX, SAID POINT BEING ON THE WEST LINE OF THE EXISTING BNSF RIGHT-OF-WAY AND 377.16 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26; THENCE SOUTHERLY, ALONG THE EAST LINE OF LOT 9 , ALSO BEING THE WEST

LINE OF THE EXISTING BURLINGTON NORTH SANTA FE (BNSF) RIGHT-OF-WAY, A DISTANCE OF 383.15 FEET; THENCE EASTERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, LEFT, ALONG SAID EAST LINE OF LOT 9 ALSO BEING SAID WEST LINE OF THE EXISTING BNSF RIGHT-OF-WAY, A DISTANCE OF 33.00 FEET; THENCE SOUTHERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, RIGHT, ALONG SAID EAST LINE OF LOT 9 ALSO BEING SAID WEST LINE OF THE EXISTING BNSF RIGHT-OF-WAY, A DISTANCE OF 415.97 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY, ALONG THE LAST DESCRIBED COURSE ALONG SAID EAST LINE OF LOT 9, ALSO BEING SAID WEST LINE OF THE EXISTING BNSF RIGHT-OF-WAY, A DISTANCE OF 240.03 FEET, TO THE NORTH LINE OF THE EXISTING RIVER ROAD (ALSO KNOWN AS HILLS FARM ROAD) RIGHT-OF-WAY; THENCE NORTHWESTERLY, DEFLECTING 123 DEGREES, 05 MINUTES, 00 SECONDS, RIGHT, ALONG THE NORTH LINE OF THE EXISTING RIVER ROAD RIGHT-OF-WAY, A DISTANCE OF 446.31 FEET; THENCE WESTERLY, DEFLECTING 27 DEGREES, 20 MINUTES, 23 SECONDS, LEFT, ALONG SAID NORTH LINE OF THE EXISTING RIVER ROAD RIGHT-OF-WAY, A DISTANCE OF 612.34 FEET TO THE WEST SECTION LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, THENCE NORTHERLY, DEFLECTING 84 DEGREES, 25 MINUTES, 07 SECONDS, RIGHT, ALONG SAID WEST SECTION LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, A DISTANCE OF 33.85 FEET; THENCE SOUTHEASTERLY, DEFLECTING 95 DEGREES, 34 MINUTES, 18 SECONDS, RIGHT, A DISTANCE OF 988.08 FEET, TO THE POINT OF BEGINNING, CONTAINING 1.65 ACRES, MORE OR LESS.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN LOT 9, POULTRY COMPLEX, SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF LOT 9, POULTRY COMPLEX, SAID POINT BEING ON THE WEST LINE OF THE EXISTING BNSF RIGHT-OF-WAY AND 377.16 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26; THENCE SOUTHERLY, ALONG THE EAST LINE OF LOT 9, ALSO BEING THE WEST LINE OF THE EXISTING BURLINGTON NORTHERN SANTA FE (BNSF) RIGHT-OF-WAY, A DISTANCE OF 383.15 FEET; THENCE EASTERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, LEFT, ALONG SAID EAST LINE OF LOT 9, ALSO BEING THE WEST LINE OF THE EXISTING BNSF RIGHT-OF-WAY, A DISTANCE OF 33.00 FEET; THENCE SOUTHERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, RIGHT, ALONG SAID EAST LINE OF LOT 9, ALSO BEING THE WEST LINE OF THE EXISTING BNSF RIGHT-OF-WAY, A DISTANCE OF 599.77 FEET, TO THE POINT OF BEGINNING; THENCE WESTERLY, DEFLECTING 87 DEGREES, 57 MINUTES, 42 SECONDS, RIGHT, A DISTANCE OF 81.86 FEET, TO THE SOUTH LINE OF LOT 9, ALSO BEING THE NORTH LINE OF THE RIVER ROAD (AKA HILLS FARM ROAD) RIGHT-OF-WAY AND POINT OF TERMINATION.

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO ITS SUCCESSORS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESRIBED REAL PROPERTY. SAID GRANTOR AND/OR ITS SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT TO ENTER OR USE THE SURFACE OF SAID REAL PROPERTY FOR ANY PURPOSE CONCERNING SAID MINERAL RIGHTS, NOR SHALL SAID GRANTOR AND/OR ITS SUCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

(Tract 10)

A TRACT OF LAND LOCATED IN LOTS 5 AND 7, POULTRY COMPLEX, SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 7, POULTRY COMPLEX; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID LOT 7, POULTRY COMPLEX, A DISTANCE OF 402.39 FEET; THENCE SOUTHEASTERLY, DEFLECTING 17 DEGREES, 24 MINUTES, 28 SECONDS, RIGHT, A DISTANCE OF 879.77 FEET, TO THE EAST LINE OF SAID LOT 7, POULTRY COMPLEX; THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 39 MINUTES, 17 SECONDS, LEFT, A DISTANCE OF 33.48 FEET TO THE EAST SECTION LINE OF SECTION 26; THENCE SOUTHERLY, DEFLECTING 77 DEGREES, 10 MINUTES, 09 SECONDS, RIGHT, ALONG SAID EAST SECTION LINE OF SECTION 26, A DISTANCE OF 286.48 FEET; THENCE NORTHWESTERLY, DEFLECTING 109 DEGREES, 41 MINUTES, 52 SECONDS, RIGHT, A DISTANCE OF 34.82 FEET TO THE WEST LINE OF LOT 7, POULTRY COMPLEX; THENCE NORTHWESTERLY, CONTINUING ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 108.52 FEET; THENCE NORTHWESTERLY, DEFLECTING 01 DEGREES, 12 MINUTES, 25 SECONDS, LEFT, A DISTANCE OF 176.11 FEET; THENCE NORTHWESTERLY, DEFLECTING 10 DEGREES, 10 MINUTES, 54 SECONDS, LEFT, A DISTANCE OF 277.54 FEET; THENCE WESTERLY, DEFLECTING 08 DEGREES, 02 MINUTES, 11 SECONDS, LEFT, A DISTANCE OF 422.43 FEET; THENCE SOUTHWESTERLY, DEFLECTING 25 DEGREES, 45 MINUTES, 58 SECONDS, LEFT, A DISTANCE OF 66.26 FEET; THENCE WESTERLY, DEFLECTING 23 DEGREES, 19 MINUTES, 49 SECONDS, RIGHT, A DISTANCE OF 71.60 FEET, TO THE SOUTH LINE OF LOT 7, POULTRY COMPLEX, ALSO BEING THE NORTH LINE OF THE EXISTING HILLS FARM ROAD (ALSO KNOWN AS RIVER ROAD) RIGHT-OF-WAY; THENCE NORTHWESTERLY, DEFLECTING 35 DEGREES, 12 MINUTES, 21 SECONDS, RIGHT, ALONG SAID SOUTH LINE OF LOT 7, POULTRY COMPLEX, ALSO BEING THE NORTH LINE OF THE EXISTING HILLS FARM ROAD RIGHT-OF-WAY, A DISTANCE OF 171.49 FEET, TO THE WEST LINE OF LOT 7, POULTRY COMPLEX, ALSO BEING THE EAST LINE OF THE EXISTING SOUTH PLATTE AVENUE RIGHT-OF-WAY; THENCE NORTHERLY, DEFLECTING 56 DEGREES, 57 MINUTES, 16 SECONDS, RIGHT, ALONG SAID WEST LINE OF LOT 7, POULTRY COMPLEX, ALSO BEING THE EAST LINE OF THE EXISTING SOUTH PLATTE AVENUE RIGHT-OF-WAY, A DISTANCE OF 350.23 FEET, TO THE POINT OF BEGINNING, CONTAINING 10.12 ACRES, MORE OR LESS.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN LOTS 5 AND 7, POULTRY COMPLEX, SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 7, POULTRY COMPLEX; THENCE EASTERLY, ALONG THE NORTH LINE OF LOT 7, POULTRY COMPLEX, A DISTANCE OF 402.39 FEET; THENCE SOUTHEASTERLY, DEFLECTING 17 DEGREES, 24 MINUTES, 28 SECONDS, RIGHT, A DISTANCE OF 879.77 FEET, TO THE EAST LINE OF LOT 7, POULTRY COMPLEX; THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 39 MINUTES, 17 SECONDS, LEFT, A DISTANCE OF 33.48 FEET TO THE EAST SECTION LINE OF SECTION 26 AND THE POINT OF TERMINATION; THENCE SOUTHERLY, DEFLECTING 77 DEGREES, 10 MINUTES, 09 SECONDS, RIGHT, ALONG SAID EAST SECTION LINE OF SECTION 26, A DISTANCE OF 286.48 FEET, TO THE POINT OF RESUMPTION; THENCE NORTHWESTERLY, DEFLECTING 109 DEGREES, 41 MINUTES, 52 SECONDS, RIGHT, A DISTANCE OF 108.52 FEET; THENCE NORTHWESTERLY, DEFLECTING 01 DEGREES, 12 MINUTES, 25 SECONDS, LEFT, A DISTANCE OF 176.11 FEET; THENCE NORTHWESTERLY, DEFLECTING 10 DEGREES, 10 MINUTES, 54 SECONDS, LEFT, A DISTANCE OF 277.54 FEET; THENCE WESTERLY, DEFLECTING 08 DEGREES, 02 MINUTES, 11 SECONDS, LEFT, A DISTANCE OF 422.43 FEET; THENCE SOUTHWESTERLY, DEFLECTING 25 DEGREES, 45 MINUTES, 58 SECONDS, LEFT, A DISTANCE OF 66.26 FEET; THENCE WESTERLY, DEFLECTING 23

DEGREES, 19 MINUTES, 49 SECONDS, RIGHT, A DISTANCE OF 71.95 FEET, TO THE SOUTH LINE OF LOT 7, POULTRY COMPLEX, ALSO BEING THE NORTH LINE OF THE EXISTING HILLS FARM ROAD (ALSO KNOWN AS RIVER ROAD) RIGHT-OF-WAY; THENCE NORTHWESTERLY, DEFLECTING 35 DEGREES, 14 MINUTES, 46 SECONDS, RIGHT, ALONG SAID SOUTH LINE OF LOT 7, POULTRY COMPLEX, ALSO BEING THE NORTH LINE OF THE EXISTING HILLS FARM ROAD RIGHT-OF-WAY, A DISTANCE OF 171.49 FEET, TO THE POINT OF TERMINATION ON THE WEST LINE OF LOT 7, POULTRY COMPLEX, ALSO BEING THE EAST LINE OF THE EXISTING SOUTH PLATTE AVENUE RIGHT-OF-WAY

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO ITS HEIRS, SUCCESSORS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESRIBED REAL PROPERTY. SAID GRANTOR AND/OR ITS HEIRS, SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT TO ENTER OR USE THE SURFACE OF SAID REAL PROPERTY FOR ANY PURPOSE CONCERNING SAID MINERAL RIGHTS, NOR SHALL SAID GRANTOR AND/OR ITS HEIRS, SUCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

A TRACT OF LAND LOCATED IN LOTS 4 AND 5, POULTRY COMPLEX, SECTION 25, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF LOT 5, POULTRY COMPLEX; THENCE SOUTHERLY, ALONG THE WEST LINE OF LOT 5, POULTRY COMPLEX, A DISTANCE OF 263.27 FEET; THENCE SOUTHEASTERLY, DEFLECTING 77 DEGREES, 11 MINUTES, 46 SECONDS, LEFT, A DISTANCE OF 33.48 FEET TO THE POINT OF BEGINNING ON THE WEST SECTION LINE OF SECTION 25; THENCE SOUTHEASTERLY, DEFLECTING 00 DEGREES, 01 MINUTES, 20 SECONDS, RIGHT, A DISTANCE OF 102.90 FEET; THENCE SOUTHEASTERLY, DEFLECTING 11 DEGREES, 59 MINUTES, 44 SECONDS, RIGHT, A DISTANCE OF 309.82 FEET; THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 06 MINUTES, 21 SECONDS, RIGHT, A DISTANCE OF 863.24 FEET; THENCE SOUTHEASTERLY, DEFLECTING 01 DEGREES, 03 MINUTES, 57 SECONDS, LEFT, A DISTANCE OF 916.92 FEET; THENCE SOUTHEASTERLY, DEFLECTING 00 DEGREES, 47 MINUTES, 51 SECONDS, RIGHT, A DISTANCE OF 279.19 FEET; THENCE SOUTHEASTERLY, DEFLECTING 03 DEGREES, 02 MINUTES, 56 SECONDS, LEFT, A DISTANCE OF 281.74 FEET; THENCE EASTERLY, DEFLECTING 26 DEGREES, 43 MINUTES, 48 SECONDS, LEFT, A DISTANCE OF 84.06 FEET; THENCE NORTHEASTERLY, DEFLECTING 56 DEGREES, 25 MINUTES, 08 SECONDS, LEFT, A DISTANCE OF 51.09 FEET; THENCE NORTHERLY, DEFLECTING 32 DEGREES, 29 MINUTES, 30 SECONDS, LEFT, A DISTANCE OF 470.81 FEET; THENCE EASTERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, RIGHT, A DISTANCE OF 26.50 FEET, TO THE EAST LINE OF LOT 5, POULTRY COMPLEX, ALSO BEING THE WEST LINE OF THE EXISTING DOWNING STREET RIGHT-OF-WAY; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 66.00 FEET, TO THE WEST LINE OF LOT 4, POULTRY COMPLEX, ALSO BEING THE EAST LINE OF THE EXISTING DOWNING STREET RIGHT-OF-WAY; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 45.84 FEET; THENCE SOUTHERLY, DEFLECTING 87 DEGREES, 16 MINUTES, 46 SECONDS, RIGHT, A DISTANCE OF 221.51 FEET; THENCE SOUTHEASTERLY, DEFLECTING 18 DEGREES, 43 MINUTES, 25 SECONDS, LEFT, A DISTANCE OF 74.60 FEET; THENCE SOUTHEASTERLY, DEFLECTING 45 DEGREES, 49 MINUTES, 50 SECONDS, LEFT, A DISTANCE OF 179.94 FEET; THENCE SOUTHEASTERLY, DEFLECTING 44 DEGREES, 46 MINUTES, 45 SECONDS, RIGHT, A DISTANCE OF 366.39 FEET TO THE SOUTH SECTION LINE OF SECTION 25; THENCE WESTERLY, DEFLECTING 112 DEGREES, 48 MINUTES, 01 SECONDS, RIGHT, ALONG SAID SOUTH SECTION LINE OF SECTION 25, A DISTANCE OF 421.95 FEET, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 25; THENCE WESTERLY, DEFLECTING 00 DEGREES, 08 MINUTES, 01 SECONDS, RIGHT, ALONG THE SOUTH SECTION LINE OF SECTION 25, A DISTANCE OF 349.97 FEET, TO THE SOUTH LINE OF LOT 5, POULTRY COMPLEX;

THENCE NORTHWESTERLY, DEFLECTING 20 DEGREES, 44 MINUTES, 21 SECONDS, RIGHT, ALONG THE SOUTH LINE OF LOT 5, POULTRY COMPLEX, A DISTANCE OF 826.10 FEET; THENCE NORTHERLY, DEFLECTING 81 DEGREES, 17 MINUTES, 46 SECONDS, RIGHT, A DISTANCE OF 74.39 FEET; THENCE NORTHWESTERLY, DEFLECTING 74 DEGREES, 00 MINUTES, 24 SECONDS, LEFT, A DISTANCE OF 640.59 FEET; THENCE NORTHWESTERLY, DEFLECTING 00 DEGREES, 39 MINUTES, 40 SECONDS, RIGHT, A DISTANCE OF 484.50 FEET; THENCE NORTHWESTERLY, DEFLECTING 02 DEGREES, 54 MINUTES, 50 SECONDS, LEFT, A DISTANCE OF 387.57 FEET; THENCE NORTHWESTERLY, DEFLECTING 06 DEGREES, 30 MINUTES, 45 SECONDS, LEFT, A DISTANCE OF 190.81 FEET, TO THE WEST SECTION LINE OF SECTION 25; THENCE NORTHERLY, DEFLECTING 70 DEGREES, 18 MINUTES, 08 SECONDS, RIGHT, ALONG SAID WEST SECTION LINE OF SECTION 25, A DISTANCE OF 286.48 FEET, TO THE POINT OF BEGINNING, CONTAINING 21.59 ACRES, MORE OR LESS, WHICH INCLUDES 1.06 ACRES, MORE OR LESS, PREVIOUSLY OCCUPIED AS PUBLIC ROADWAY.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN LOTS 4 AND 5, POULTRY COMPLEX, SECTION 25, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF LOT 5, POULTRY COMPLEX; THENCE SOUTHERLY, ALONG THE WEST LINE OF LOT 5, POULTRY COMPLEX, A DISTANCE OF 263.27 FEET; THENCE SOUTHEASTERLY, DEFLECTING 77 DEGREES, 11 MINUTES, 46 SECONDS, LEFT, A DISTANCE OF 33.48 FEET TO THE POINT OF BEGINNING ON THE WEST SECTION LINE OF SECTION 25; THENCE SOUTHEASTERLY, DEFLECTING 00 DEGREES, 01 MINUTES, 20 SECONDS, RIGHT, A DISTANCE OF 102.90 FEET; THENCE SOUTHEASTERLY, DEFLECTING 11 DEGREES, 59 MINUTES, 44 SECONDS, RIGHT, A DISTANCE OF 309.82 FEET; THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 06 MINUTES, 21 SECONDS, RIGHT, A DISTANCE OF 863.24 FEET; THENCE SOUTHEASTERLY, DEFLECTING 01 DEGREES, 03 MINUTES, 57 SECONDS, LEFT, A DISTANCE OF 916.92 FEET; THENCE SOUTHEASTERLY, DEFLECTING 00 DEGREES, 47 MINUTES, 51 SECONDS, RIGHT, A DISTANCE OF 279.19 FEET; THENCE SOUTHEASTERLY, DEFLECTING 03 DEGREES, 02 MINUTES, 56 SECONDS, LEFT, A DISTANCE OF 281.74 FEET; THENCE EASTERLY, DEFLECTING 26 DEGREES, 43 MINUTES, 48 SECONDS, LEFT, A DISTANCE OF 84.06 FEET; THENCE NORTHEASTERLY, DEFLECTING 56 DEGREES, 25 MINUTES, 08 SECONDS, LEFT, A DISTANCE OF 51.09 FEET; THENCE NORTHERLY, DEFLECTING 32 DEGREES, 29 MINUTES, 30 SECONDS, LEFT, A DISTANCE OF 66.79 FEET TO THE POINT OF TERMINATION; THENCE EASTERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, RIGHT, A DISTANCE OF 165.03, TO THE POINT OF RESUMPTION; THENCE SOUTHEASTERLY, DEFLECTING 82 DEGREES, 21 MINUTES, 56 SECONDS, RIGHT, A DISTANCE OF 259.66 FEET; THENCE SOUTHEASTERLY, DEFLECTING 51 DEGREES, 03 MINUTES, 07 SECONDS, LEFT, A DISTANCE OF 69.56 FEET, TO THE SOUTH SECTION LINE OF SECTION 25 AND POINT OF TERMINATION; THENCE WESTERLY, DEFLECTING 148 DEGREES, 59 MINUTES, 27 SECONDS, RIGHT, ALONG THE SOUTH SECTION LINE OF SECTION 25, A DISTANCE OF 198.62 FEET, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 25; THENCE WESTERLY, DEFLECTING 00 DEGREES, 08 MINUTES, 01 SECONDS, RIGHT, ALONG THE SOUTH SECTION LINE OF SECTION 25, A DISTANCE OF 349.97 FEET, TO THE SOUTH LINE OF LOT 5, POULTRY COMPLEX; THENCE NORTHWESTERLY, DEFLECTING 20 DEGREES, 44 MINUTES, 21 SECONDS, RIGHT, ALONG THE SOUTH LINE OF LOT 5, POULTRY COMPLEX, A DISTANCE OF 826.10 FEET, TO THE POINT OF RESUMPTION; THENCE NORTHERLY, DEFLECTING 81 DEGREES, 17 MINUTES, 46 SECONDS, RIGHT, A DISTANCE OF 74.39 FEET; THENCE NORTHWESTERLY, DEFLECTING 74 DEGREES, 00 MINUTES, 24 SECONDS, LEFT, A DISTANCE OF 640.59 FEET; THENCE NORTHWESTERLY, DEFLECTING 00 DEGREES, 39 MINUTES, 40 SECONDS, RIGHT, A DISTANCE OF 484.50 FEET; THENCE NORTHWESTERLY, DEFLECTING 02 DEGREES, 54 MINUTES, 50 SECONDS, LEFT, A DISTANCE OF 387.57 FEET; THENCE NORTHWESTERLY, DEFLECTING 06 DEGREES, 30 MINUTES, 45 SECONDS, LEFT, A

DISTANCE OF 190.81 FEET, TO THE WEST SECTION LINE OF SECTION 25 AND POINT OF TERMINATION.

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO ITS HEIRS, SUCCESSORS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESRIBED REAL PROPERTY. SAID GRANTOR AND/OR ITS HEIRS, SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT TO ENTER OR USE THE SURFACE OF SAID REAL PROPERTY FOR ANY PURPOSE CONCERNING SAID MINERAL RIGHTS, NOR SHALL SAID GRANTOR AND/OR ITS HEIRS, SUCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

A TRACT OF LAND LOCATED IN LOTS 4 AND 5, POULTRY COMPLEX, SECTION 36, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 36; THENCE EASTERLY, ALONG THE NORTH SECTION LINE OF THE NORTHEAST QUARTER OF SECTION 36, A DISTANCE OF 32.90 FEET TO THE WEST LINE OF LOT 4, POULTRY COMPLEX; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE ALONG THE NORTH SECTION LINE OF SECTION 36, A DISTANCE OF 389.05 FEET; THENCE SOUTHEASTERLY, DEFLECTING 27 DEGREES, 52 MINUTES, 44 SECONDS, RIGHT, A DISTANCE OF 773.60 FEET; THENCE NORTHEASTERLY, DEFLECTING 37 DEGREES, 21 MINUTES, 50 SECONDS, LEFT, A DISTANCE OF 101.84 FEET; THENCE SOUTHEASTERLY, DEFLECTING 30 DEGREES, 10 MINUTES, 33 SECONDS, RIGHT, A DISTANCE OF 61.11 FEET; THENCE SOUTHERLY, DEFLECTING 68 DEGREES, 58 MINUTES, 41 SECONDS, RIGHT, A DISTANCE OF 525.57 FEET; THENCE NORTHWESTERLY, DEFLECTING 118 DEGREES, 00 MINUTES, 18 SECONDS, RIGHT, A DISTANCE OF 505.03 FEET; THENCE NORTHWESTERLY, DEFLECTING 00 DEGREES, 46 MINUTES, 27 SECONDS, RIGHT, A DISTANCE OF 718.44 FEET; THENCE NORTHWESTERLY, DEFLECTING 10 DEGREES, 38 MINUTES, 42 SECONDS, LEFT, A DISTANCE OF 160.56 FEET, TO THE WEST LINE OF LOT 4, POULTRY COMPLEX, ALSO BEING THE EAST LINE OF THE EXISTING DOWNING STREET RIGHT-OF-WAY; THENCE NORTHERLY, DEFLECTING 71 DEGREES, 49 MINUTES, 53 SECONDS, RIGHT, ALONG SAID WEST LINE OF LOT 4, POULTRY COMPLEX, ALSO BEING THE EAST LINE OF THE EXISTING DOWNING STREET RIGHT-OF-WAY, A DISTANCE OF 120.70 FEET; THENCE NORTHWESTERLY, DEFLECTING 68 DEGREES, 45 MINUTES, 41 SECONDS, LEFT, A DISTANCE OF 70.80 FEET TO THE SOUTHEAST CORNER OF LOT 5, POULTRY COMPLEX, ALSO BEING THE WEST LINE OF THE EXISTING DOWNING STREET RIGHT-OF-WAY; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE ALONG THE SOUTH LINE OF LOT 5, POULTRY COMPLEX, A DISTANCE OF 340.21 FEET, TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 36; THENCE EASTERLY, DEFLECTING 159 DEGREES, 16 MINUTES, 35 SECONDS, RIGHT, ALONG SAID NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 36, A DISTANCE OF 349.97 FEET, TO THE POINT OF BEGINNING, CONTAINING 12.51 ACRES, MORE OR LESS, WHICH INCLUDES 0.20 ACRES, MORE OR LESS PREVIOUSLY OCCUPIED AS PUBLIC ROADWAY.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN LOT 4, POULTRY COMPLEX, LOCATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER SECTION 36; THENCE EASTERLY, ALONG THE NORTH SECTION LINE OF THE NORTHEAST QUARTER OF SECTION 36, A DISTANCE OF 32.90 FEET TO THE WEST LINE OF LOT 4, POULTRY COMPLEX; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 165.71 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY, DEFLECTING 31 DEGREES, 00 MINUTES,

33 SECONDS, RIGHT, A DISTANCE OF 156.22 FEET; THENCE SOUTHEASTERLY, DEFLECTING 02 DEGREES, 21 MINUTES, 55 SECONDS, LEFT, A DISTANCE OF 1,000.20 FEET; THENCE SOUTHEASTERLY, DEFLECTING 02 DEGREES, 26 MINUTES, 12 SECONDS, LEFT, A DISTANCE OF 60.59 FEET, TO THE POINT OF TERMINATION; THENCE SOUTHERLY, DEFLECTING 63 DEGREES, 27 MINUTES, 42 SECONDS, RIGHT, A DISTANCE OF 305.42 FEET, TO THE POINT OF RESUMPTION; THENCE NORTHWESTERLY, DEFLECTING 118 DEGREES, 00 MINUTES, 18 SECONDS, RIGHT, A DISTANCE OF 505.03 FEET; THENCE NORTHWESTERLY, DEFLECTING 00 DEGREES, 46 MINUTES, 27 SECONDS, RIGHT, A DISTANCE OF 718.44 FEET; THENCE NORTHWESTERLY, DEFLECTING 10 DEGREES, 38 MINUTES, 42 SECONDS, LEFT, A DISTANCE OF 160.56 FEET, TO THE POINT OF TERMINATION ON THE WEST LINE OF LOT 4, POULTRY COMPLEX, ALSO BEING THE EAST LINE OF THE EXISTING SOUTH DOWNING STREET RIGHT-OF-WAY.

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO ITS HEIRS, SUCCESSORS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESRIBED REAL PROPERTY. SAID GRANTOR AND/OR ITS HEIRS, SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT TO ENTER OR USE THE SURFACE OF SAID REAL PROPERTY FOR ANY PURPOSE CONCERNING SAID MINERAL RIGHTS, NOR SHALL SAID GRANTOR AND/OR ITS HEIRS, SUCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

(Tract 12A)

A TRACT OF LAND LOCATED IN LOT 4, POULTRY COMPLEX, SECTION 36, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36 ON THE EAST LINE OF LOT 4, POULTRY COMPLEX; THENCE SOUTHERLY, ALONG THE EAST LINE OF LOT 4, POULTRY COMPLEX, A DISTANCE OF 389.94 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE ALONG THE EAST LINE OF LOT 4, POULTRY COMPLEX, A DISTANCE OF 522.16 FEET; THENCE WESTERLY, DEFLECTING 112 DEGREES, 04 MINUTES, 02 SECONDS, RIGHT, A DISTANCE OF 53.95 FEET; THENCE NORTHERLY, DEFLECTING 67 DEGREES, 55 MINUTES, 58 SECONDS, RIGHT, A DISTANCE OF 525.57 FEET; THENCE EASTERLY, DEFLECTING 115 DEGREES, 20 MINUTES, 12 SECONDS, RIGHT, A DISTANCE OF 55.32 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.60 ACRES, MORE OR LESS.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN LOT 4, POULTRY COMPLEX, SECTION 36, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36 ON THE EAST LINE OF LOT 4, POULTRY COMPLEX; THENCE SOUTHERLY, ALONG THE EAST LINE OF LOT 4, POULTRY COMPLEX, A DISTANCE OF 622.57 FEET, TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY, DEFLECTING 125 DEGREES, 51 MINUTES, 22 SECONDS, RIGHT, A DISTANCE OF 61.76 FEET TO THE POINT OF TERMINATION; THENCE SOUTHERLY, DEFLECTING 125 DEGREES, 51 MINUTES, 22 SECONDS, LEFT, A DISTANCE OF 305.45 FEET, TO THE POINT OF RESUMPTION; THENCE SOUTHEASTERLY, DEFLECTING 67 DEGREES, 55 MINUTES, 58 SECONDS, LEFT, A DISTANCE OF 53.95 FEET, TO THE POINT OF TERMINATION.

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO ITS HEIRS, SUCCESSORS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESRIBED

REAL PROPERTY. SAID GRANTOR AND/OR ITS HEIRS, SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT TO ENTER OR USE THE SURFACE OF SAID REAL PROPERTY FOR ANY PURPOSE CONCERNING SAID MINERAL RIGHTS, NOR SHALL SAID GRANTOR AND/OR ITS HEIRS, SUCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

The property to which the INTERESTED PARTY hereby **temporarily** relinquishes interest is described as follows:

(Tract 10)

A TEMPORARY EASEMENT TO A TRACT OF LAND FOR DRIVEWAY CONSTRUCTION PURPOSES, LOCATED IN LOT 7, POULTRY COMPLEX, SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF LOT 7, POULTRY COMPLEX; THENCE SOUTHERLY, ALONG THE WEST LINE OF LOT 7, POULTRY COMPLEX, A DISTANCE OF 350.23 FEET, TO THE NORTH LINE OF THE EXISTING HILLS FARM ROAD (ALSO KNOWN AS RIVER ROAD) RIGHT-OF-WAY; THENCE SOUTHEASTERLY, DEFLECTING 56 DEGREES, 57 MINUTES, 16 SECONDS, LEFT, ALONG THE NORTH LINE OF THE EXISTING HILLS FARM ROAD RIGHT-OF-WAY, A DISTANCE OF 171.49 FEET, TO THE POINT OF BEGINNING, THENCE EASTERLY, DEFLECTING 35 DEGREES, 12 MINUTES, 21 SECONDS, LEFT, A DISTANCE OF 71.60 FEET; THENCE NORTHEASTERLY, DEFLECTING 23 DEGREES, 19 MINUTES, 49 SECONDS, LEFT, A DISTANCE OF 66.26 FEET; THENCE EASTERLY, DEFLECTING 25 DEGREES, 45 MINUTES, 58 SECONDS, RIGHT, A DISTANCE OF 32.31 FEET; THENCE SOUTHERLY, DEFLECTING 83 DEGREES, 15 MINUTES, 02 SECONDS, RIGHT, A DISTANCE OF 149.45 FEET; TO THE NORTH LINE OF THE EXISTING HILLS FARM ROAD RIGHT-OF-WAY; THENCE NORTHWESTERLY, DEFLECTING 129 DEGREES, 31 MINUTES, 11 SECONDS, RIGHT, ALONG THE NORTH LINE OF THE EXISTING HILLS FARM ROAD RIGHT-OF-WAY, A DISTANCE OF 215.36 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.28 ACRES, MORE OR LESS.

UPON COMPLETION AND ACCEPTANCE OF PROJECT 77-3(1036), ALL RIGHTS, INTEREST AND USE OF THE ABOVE DESCRIBED TEMPORARY EASEMENT AREA(S) SHALL BE RETURNED TO THE GRANTOR(S) AND TO ITS SUCCESSORS AND ASSIGNS WITH THE AFORESAID CHANGES COMPLETED.

THE EASEMENT AREA(S) MAY BE USED FOR THE TEMPORARY RELOCATION OF UTILITIES DURING THE CONSTRUCTION OF THE PROJECT.

(Tract 19)

A TEMPORARY EASEMENT TO A TRACT OF LAND FOR DRIVEWAY CONSTRUCTION PURPOSES, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST, THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID SECTION 26, A DISTANCE OF 998.16 FEET; THENCE, NORTHERLY, DEFLECTING 86 DEGREES, 43 MINUTES, 35 SECONDS, RIGHT, A DISTANCE OF 1,074.29 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 36.07 FEET, TO THE SOUTH LINE OF THE EXISTING HILLS FARM ROAD (ALSO KNOWN AS RIVER ROAD) RIGHT-OF-WAY; THENCE NORTHWESTERLY, DEFLECTING 53 DEGREES, 35 MINUTES, 02 SECONDS, LEFT, ALONG THE SOUTH LINE OF THE

EXISTING HILLS FARM ROAD RIGHT-OF-WAY, A DISTANCE OF 281.25 FEET, TO THE EAST LINE OF THE EXISTING BURLINGTON NORTHERN SANTA FE (BNSF) RAILROAD RIGHT-OF-WAY; THENCE SOUTHERLY, DEFLECTING 125 DEGREES, 56 MINUTES, 15 SECONDS, LEFT, ALONG THE EAST LINE OF THE EXISTING BNSF RAILROAD RIGHT-OF-WAY, A DISTANCE OF 203.01 FEET; THENCE EASTERLY, DEFLECTING 90 DEGREES, 28 MINUTES, 43 SECONDS, LEFT, A DISTANCE OF 277.98 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.62 ACRES, MORE OR LESS.

UPON COMPLETION AND ACCEPTANCE OF PROJECT 77-3(1036), ALL RIGHTS, INTEREST AND USE OF THE ABOVE DESCRIBED TEMPORARY EASEMENT AREA(S) SHALL BE RETURNED TO THE GRANTOR(S) AND TO ITS SUCCESSORS AND ASSIGNS WITH THE AFORESAID CHANGES COMPLETED.

THE EASEMENT AREA(S) MAY BE USED FOR THE TEMPORARY RELOCATION OF UTILITIES DURING THE CONSTRUCTION OF THE PROJECT.

(Tract 20)

A TEMPORARY EASEMENT TO A TRACT OF LAND FOR DRIVEWAY CONSTRUCTION PURPOSES, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST, THENCE WESTERLY, ALONG THE SOUTH SECTION LINE OF SAID SECTION 26, A DISTANCE OF 998.16 FEET; THENCE, NORTHERLY, DEFLECTING 86 DEGREES, 43 MINUTES, 35 SECONDS, RIGHT, A DISTANCE OF 1,074.29 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 36.07 FEET, TO THE SOUTH LINE OF THE EXISTING HILLS FARM ROAD (ALSO KNOWN AS RIVER ROAD) RIGHT-OF-WAY; THENCE SOUTHEASTERLY, DEFLECTING 126 DEGREES, 24 MINUTES, 58 SECONDS, RIGHT, ALONG THE SOUTH LINE OF THE EXISTING HILLS FARM ROAD RIGHT-OF-WAY, A DISTANCE OF 73.23 FEET; THENCE WESTERLY, DEFLECTING 150 DEGREES, 44 MINUTES, 36 SECONDS, LEFT, A DISTANCE OF 59.39 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.03 ACRES, MORE OR LESS.

UPON COMPLETION AND ACCEPTANCE OF PROJECT 77-3(1036), ALL RIGHTS, INTEREST AND USE OF THE ABOVE DESCRIBED TEMPORARY EASEMENT AREA(S) SHALL BE RETURNED TO THE GRANTOR(S) AND TO ITS SUCCESSORS AND ASSIGNS WITH THE AFORESAID CHANGES COMPLETED.

THE EASEMENT AREA(S) MAY BE USED FOR THE TEMPORARY RELOCATION OF UTILITIES DURING THE CONSTRUCTION OF THE PROJECT.

It is hereby agreed that possession of the above described premises is the essence of this contract and the STATE may take immediate possession of the premises upon signing of this contract.

It is further agreed that relinquishment of INTERESTED PARTY interest to areas conveyed temporarily shall be during the period of construction and shall cease upon acceptance of the project by the STATE.

Permanent Relinquishment of interest to approx. 2.81 acres(Tract 2)	**$100.00**
Permanent Relinquishment of interest to approx. 1.65 acres (Tract 8)	**$100.00**
Permanent Relinquishment of interest to approx. 42.96 acres (Tract 10)	**$100.00**
Permanent Relinquishment of interest to approx. 0.60 acres (Tract 12A)	**$100.00**
Temporary Relinquishment of interest to approx. 0.28 acres (Tract 10)	**$100.00**
Temporary Relinquishment of interest to approx. 0.62 acres (Tract 19)	**$100.00**
Temporary Relinquishment of interest to approx. 0.03 acres (Tract 20)	**$100.00**
TOTAL	**$700.00**

It is agreed and understood that the STATE is hereby granted an immediate right of entry upon the premises described above.

Any fence constructed, reconstructed or moved by Owner/Interested Party pursuant to this acquisition must be placed outside of the limits of State property. It is expressly agreed that any fence erected along the new property line by Owner/Interested Party will be owned by the property owner and will not be a "division fence" as that phrase is used under Nebraska law.

The above payments shall cover all damages caused by the establishment and construction of the above project except for the share of the INTERESTED PARTY's CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The INTERESTED PARTY agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

This contract shall be binding on both parties from its inception, but, should none of the above real estate be required, this contract shall terminate.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the STATE, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the STATE.

Project No.: 77-3(1036)
Project Name: Fremont Southeast Beltway
CN: 22722
Tract No.: 2, 8, 10, 12A, 19 & 20

Duly executed this ____ day of _____, A.D. 20____.

City of Fremont
by

_____
Authorized Agent

_____, _____
Print Name of Authorized Agent Title

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

A.D., 20_____, by _____ , _____ ,
(Signer of instrument) (Title of agent)

of **City of Fremont** .

_____
Notary Public

[ ]
NOTARY STAMP HERE
[ ]

Project No.: 77-3(1036)
Project Name: Fremont Southeast Beltway
CN: 22722
Tract No.: 148, 30, 125, 19 & 26

STATE OF NEBRASKA

DEPARTMENT OF TRANSPORTATION

By _____

Brendon Schmidt - Right of Way Manager

Date _____

Project No.: 77-3(1036)
Project Name: Fremont Southeast Beltway
CN: 22722
Tract No.: 2, 3, 10, 16, 18, 19 & 20

NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

Affidavit

I, _____ , the undersigned, swear or affirm that the following is true and accurate to the best of my knowledge:

1. I am the_____for the City of Fremont_____,
   (title) (name of organization)
   organized in accordance with the laws of the State of Nebraska and/ or lawfully operating in the State of Nebraska; and

2. In that capacity or by resolution of the_____
   (governing body)
   dated _____, _____, I am authorized to sign any and all documentation on behalf of the above named entity regarding the sale or use of property rights in general or specifically with the State of Nebraska - Department of Transportation project as noted at the close of this page.

Dated this _____ day of _____, 20_____.

_____
Signature

_____
Print Name

State of _____)
) ss
County of _____)

Subscribed and sworn before me this _____ day of _____, 20_____.

_____
Notary Public

Project No.: 77-3(1036)
Project Name: Fremont Southeast Beltway
Control Number: 22722
Tract No.: 2, 8, 10, 12, 12A, 19, and 20

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

October 23, 2019

Pete Ricketts, Governor

City of Fremont
C/O Dave Goeken
400 E. Military Ave
Fremont, NE 68025

Re: Project Number: 77-3 (1036))
Tract Number: 6 Interested Party
Control Number: 22722
Project Location: Fremont Southeast Beltway

The State of Nebraska, Department of Transportation is planning to improve a portion of Highway 77 in Dodge County. We need to acquire additional land to construct this improvement. In your case, we need Quit Claim, control of access and improvement(s), if any, in land you own located in Lots 1 and 2 The Second Levee Subdivision Section 26, Township 17 North, Range 8 East of the Sixth Principal Meridian Dodge County, Nebraska.

Enclosed are the contracts and other documents that comprise our just compensation offer in the amount of $100.00. Also included is the appraisal used as the basis for the offer, a plan sheet showing the affected areas of your property, a brochure explaining our policies and your rights and a civil rights survey.

Please look over this material and call me to discuss any questions or concerns you may have regarding this matter. My toll free number is 1-800-764-0422. If you wish I will be more than happy to meet with you personally to discuss our proposal.

If you are satisfied with our offer, please do the following:

Kyle Schneweis, P.E., Director
Department of Transportation
1500 Highway 2
PO Box 94759
Lincoln, NE 68509-4759

OFFICE 402-471-4567 FAX 402-479-4325
NDOT.ContactUs@nebraska.gov

dot.nebraska.gov

Please sign all documents in blue ink.

1. **Sign, before a notary public,** one contract.
   (Spouses need to sign, even if not shown as a recorded owner.)
2. **Sign, before a notary public,** the deed(s), if provided.
3. **Sign and fill out** the W-9, Request for Taxpayer Identification and Certification form;
   a. If you are the sole owner (single or spouses), you need only one W-9.
   b. If multiple owners, then you and each owner/couple need to fill out and sign a separate W-9 form, even if you are receiving none of the proceeds.
4. **Sign and fill out the Payment/Allocation Voucher** form; each owner/couple needs to list themselves and the other owners and designate how the total amount will be divided. *This is only for IRS accounting purposes. We will issue one check with all names on it, except we are required to make an electronic deposit when the consideration is over $25,000. If there are multiple owners and/or parties (mortgage, etc.) and an electronic deposit is necessary, we will be required to hire a title company to handle the payment.*
5. **If a corporation or LLC**, please complete, sign and notarize the Affidavit.
6. **Return** the executed documents in the enclosed postage paid return envelope and also;
   c. COMPLETE & INCLUDE the Request for Tenant Information form, if provided.
   d. INCLUDE for reimbursement, a paid receipt for notary services, if charged.

You will usually receive payment within four to six weeks after we have received the properly executed documents. If we need a release of mortgage or deed of trust it will depend on how quickly the company owning the debt instrument takes to process our request.

We appreciate your cooperation and patience in helping us complete this project that will provide safer driving conditions for the traveling public.

Sincerely,

Leslie Muehlich

Leslie Muehlich
Right of Way Division
cc: File

8-29-2019

Tract 6

Accommodation Titleholder Twenty Two took title to the property by QCD at 2018-03343. By Articles of Merger filed with the Secretary of State's office on June 29, 2007, NEBCO, Inc. is the surviving company and thus the land owner.

We have entered the Landowner as NEBCO, Inc. successor in title by merger with Accommodation Titleholder Twenty-Two, LLC, a Nebraska Limited Liability Company

The assessor's office shows the address as the 3800 Normal Blvd in Lincoln. I searched this address and it shows that this is the home office of Union Title Co. I called Union Title. The representative said that Union Title receives the mail for some of NEBCO properties and forwards the mail to the correct staff member. She confirmed that NEBCO is the "parent company" of Accommodation Titleholder Twenty Two. She suggested that we send the mail out packet to Union ~~Bank~~ Title Co though she provided the phone number of (402) 434-1212 for NEBCO. She would not provide the name of a contact person.

Also, ownership is subject to the interest of Fremont, Farmland and Railroad Drainage District, if any. A Correction QCD at 2019-02551 conveys that interest to The City of Fremont. Separate documents will be prepared for the City of Fremont's signature.

For reference, Tract 20 is also owned by NEBCO, Inc. The Dodge County Assessor's office shows their address as 1815 Y Street in Lincoln.

The Negotiator may wish to discuss this with their supervisor. If you have any concerns, please do not hesitate to see me.

Karla

Karla Smith

OWNERS COPY

NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

ACQUISITION CONTRACT

Copies to:
1. Right of Way Division, NDOT
2. Owner (NDOT Approved)
3. Owner
4. District

Project No.: **77-3(1036)**
Project Name: **Fremont Southeast Beltway**
Control No.: **22722**
Tract No.: **6 Interested Party**

THIS CONTRACT, made and entered into this _____ day of _____, 20 _____ by and between **City of Fremont**,
Address: **400 E. Military Avenue, Fremont, NE 68025**, hereinafter called the INTERESTED PARTY, and the Nebraska Department of Transportation, hereinafter called the STATE.

INTERESTED PARTY

WITNESSETH: In consideration of the payment or payments as specified below, the INTERESTED PARTY hereby relinquishes to the STATE, all leasehold interest to certain lands and any improvements thereon owned by **NEBCO, Inc. successor in title by merger with Accommodation Titleholder Twenty-Two, LLC, a Nebraska Limited Liability Company**

The property to which the INTERESTED PARTY hereby **permanently** relinquishes interest is described as follows:

A TRACT OF LAND LOCATED IN LOTS 1 AND 2, THE SECOND LEVEE SUBDIVISION, SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF LOT 1, THE SECOND LEVEE SUBDIVISION; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 271.68 FEET; THENCE SOUTHEASTERLY DEFLECTING 07 DEGREES, 05 MINUTES, 27 SECONDS, RIGHT, ALONG THE NORTH LINE OF LOT 1, A DISTANCE OF 814.90 FEET; THENCE SOUTHEASTERLY, DEFLECTING 01 DEGREES, 48 MINUTES, 15 SECONDS, RIGHT, ALONG THE NORTH LINE OF LOT 1, A DISTANCE OF 460.00 FEET, TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY, ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 80.47 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, ALONG THE NORTH LINE OF LOT 2, THE SECOND LEVEE SUBDIVISION, A DISTANCE OF 358.80 FEET; THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 30 MINUTES, 00 SECONDS, RIGHT, ALONG THE NORTH LINE OF LOT 2, A DISTANCE OF 560.90 FEET; THENCE SOUTHEASTERLY, DEFLECTING 05 DEGREES, 00 MINUTES, 00 SECONDS, RIGHT, ALONG THE NORTH LINE OF LOT 2, A DISTANCE OF 264.26 FEET, TO THE WEST LINE OF THE EXISTING BNSF RAILROAD RIGHT-OF-WAY; THENCE SOUTHERLY, DEFLECTING 68 DEGREES, 43 MINUTES, 55 SECONDS, RIGHT, ALONG SAID WEST LINE OF THE EXISTING BNSF RAILROAD RIGHT-OF-WAY, A DISTANCE OF 300.40 FEET TO THE SOUTHEAST CORNER OF LOT 2; THENCE WESTERLY, DEFLECTING 130 DEGREES, 25 MINUTES, 12 SECONDS, RIGHT, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 391.90 FEET; THENCE NORTHWESTERLY, DEFLECTING 24 DEGREES, 30 MINUTES, 00 SECONDS, LEFT, ALONG THE SOUTH LINE OF LOT 2, A DISTANCE OF 550.80 FEET; THENCE NORTHWESTERLY, DEFLECTING 04 DEGREES, 35 MINUTES, 51 SECONDS, LEFT, ALONG THE SOUTH LINE OF LOT 2, A DISTANCE OF 322.72 FEET, TO THE WEST LINE OF LOT 2; THENCE

CONTINUING ALONG THE LAST DESCRIBED COURSE, ALONG THE SOUTH LINE OF LOT 1, A DISTANCE OF 550.88 FEET; THENCE NORTHWESTERLY, DEFLECTING 01 DEGREES, 45 MINUTES, 00 SECONDS, LEFT, ALONG THE SOUTH LINE OF LOT 1, A DISTANCE OF 173.23 FEET; THENCE NORTHEASTERLY, DEFLECTING 154 DEGREES, 12 MINUTES, 21 SECONDS, RIGHT, A DISTANCE OF 68.51 FEET; THENCE NORTHEASTERLY, DEFLECTING 12 DEGREES, 41 MINUTES, 47 SECONDS, RIGHT, A DISTANCE OF 263.69 FEET; THENCE NORTHEASTERLY, DEFLECTING 03 DEGREES, 08 MINUTES, 13 SECONDS, RIGHT, A DISTANCE OF 311.75 FEET TO THE POINT OF BEGINNING, CONTAINING 6.24 ACRES, MORE OR LESS.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN LOTS 1 AND 2, THE SECOND LEVEE SUBDIVISION, SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF LOT 1, THE SECOND LEVEE SUBDIVISION; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 271.68 FEET; THENCE SOUTHEASTERLY DEFLECTING 07 DEGREES, 05 MINUTES, 27 SECONDS, RIGHT, ALONG THE NORTH LINE OF LOT 1, A DISTANCE OF 814.90 FEET; THENCE SOUTHEASTERLY, DEFLECTING 01 DEGREES, 48 MINUTES, 15 SECONDS, RIGHT, ALONG THE NORTH LINE OF LOT 1, A DISTANCE OF 460.00 FEET, TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY, DEFLECTING 167 DEGREES, 50 MINUTES, 37 MINUTES, RIGHT, A DISTANCE OF 311.75 FEET; THENCE SOUTHWESTERLY, DEFLECTING 03 DEGREES, 08 MINUTES, 13 SECONDS, LEFT, A DISTANCE OF 263.69 FEET; THENCE SOUTHWESTERLY, DEFLECTING 12 DEGREES, 41 MINUTES, 47 SECONDS, LEFT, A DISTANCE OF 68.51 FEET, TO A POINT ON THE SOUTH LINE OF LOT 1 AND THE POINT OF TERMINATION; THENCE EASTERLY, DEFLECTING 154 DEGREES, 12 MINUTES, 21 SECONDS, LEFT, ALONG THE SOUTH LINE OF LOT 1, A DISTANCE OF 173.23 FEET; THENCE SOUTHEASTERLY, DEFLECTING 01 DEGREES, 45 MINUTES, 00 SECONDS, RIGHT, ALONG THE SOUTH LINE OF LOT 1, A DISTANCE OF 550.88 FEET, TO THE SOUTHEAST CORNER OF LOT 1; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE ALONG THE SOUTH LINE OF LOT 2, A DISTANCE OF 322.72 FEET; THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 35 MINUTES, 51 SECONDS, RIGHT, ALONG THE SOUTH LINE OF LOT 2, A DISTANCE OF 430.08 FEET, TO THE POINT OF RESUMPTION; THENCE EASTERLY, DEFLECTING 11 DEGREES, 21 MINUTES, 07 SECONDS, LEFT, A DISTANCE OF 415.77 FEET, TO THE POINT OF TERMINATION ON THE EAST LINE OF LOT 2 AND THE WEST LINE OF THE EXISTING BNSF RAILROAD RIGHT-OF-WAY.

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO ITS HEIRS, SUCCESSORS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESRIBED REAL PROPERTY. SAID GRANTOR AND/OR ITS HEIRS, SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT TO ENTER OR USE THE SURFACE OF SAID REAL PROPERTY FOR ANY PURPOSE CONCERNING SAID MINERAL RIGHTS, NOR SHALL SAID GRANTOR AND/OR ITS HEIRS, SUCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

It is hereby agreed that possession of the above described premises is the essence of this contract and the STATE may take immediate possession of the premises upon signing of this contract.

It is further agreed that relinquishment of the interest of the INTERESTED PARTY to areas conveyed temporarily shall be during the period of construction and shall cease upon acceptance of the project by the STATE.

Permanent Relinquishment of interest to approx. 6.24 acres		**$100.00**
	TOTAL	**$100.00**

It is agreed and understood that the STATE is hereby granted an immediate right of entry upon the premises described above.

Any fence constructed, reconstructed or moved by Owner/Interested Party pursuant to this acquisition must be placed outside of the limits of State property. It is expressly agreed that any fence erected along the new property line by Owner/Interested Party will be owned by the property owner and will not be a "division fence" as that phrase is used under Nebraska law.

The above payments shall cover all damages caused by the establishment and construction of the above project except for INTERESTED PARTY's share of CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The INTERESTED PARTY agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

This contract shall be binding on both parties from its inception, but, should none of the above real estate be required, this contract shall terminate.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the STATE, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the STATE.

Duly executed this ____ day of _____, A.D. 20____.

City of Fremont

_____, _____
Acknowledging Member, Agent or Manager **(Title)**

_____
Print or type name of Acknowledging Member, Agent or Manager

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ ,
A.D., 20_____, by _____ .
(Signer of Instrument)

_____
Notary Public

NOTARY STAMP HERE

Project No.: 77-3(1036)
Project Name: Fremont Southeast Beltway
CN: 22733
Tract No.: 6 Interested Party

STATE OF NEBRASKA

DEPARTMENT OF TRANSPORTATION

By _____

Brendon Schmidt - Right of Way Manager

Date _____

Project No.: 77-3(1036)
Project Name: Fremont Southeast Beltway
CN: 22703
Tract No.: 6 Interested Party

Nebraska Department of Transportation - Right of Way Division

Civil Rights Survey

The Federal Highway Administration *(FHWA)* works collaboratively with the Nebraska Department of Transportation *(NDOT)* to protect the rights of those impacted by transportation projects receiving Federal-aid by ensuring that applicable laws, regulations, and policies are being complied with. As stated under 23 CFR 200.9, NDOT has the responsibility to uphold the rules relating to the civil rights of impacted citizens and affected communities by highway construction projects.

23 CFR 200.9 b 4 is the reason for this survey and is written as follows:

Sec. 200.9 State highway agency responsibilities.

(a) State assurances in accordance with Title VI of the Civil Rights Act of 1964.

(1) Title 49, CFR part 21 (Department of Transportation Regulations for the implementation of Title VI of the Civil Rights Act of 1964) **requires assurances from States that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient receives Federal assistance from the Department of Transportation, including the Federal Highway Administration.**

(b) State actions. (1) Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the State highway agency. This unit shall contain a Title VI Equal Employment Opportunity Coordinator or a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.

(4) Develop procedures for the collection of statistical data **(race, color, religion, sex, and national origin)** of participants in, and beneficiaries of State highway programs, i.e., relocatees, impacted citizens and affected communities.

This Civil Rights Survey is intended to ensure that NDOT is collecting the statistical data needed to assure Federal Compliance. Answering these questions is ***entirely voluntary***. You are requested to return this form to the NDOT, whether you choose to complete it or not.

Race/Color:

☐ White ☐ Hispanic/Latino ☐ Black ☐ American Indian/Alaskan Native

☐ Asian ☐ Native Hawaiian/Other Pacific Islander ☐ Multi-racial

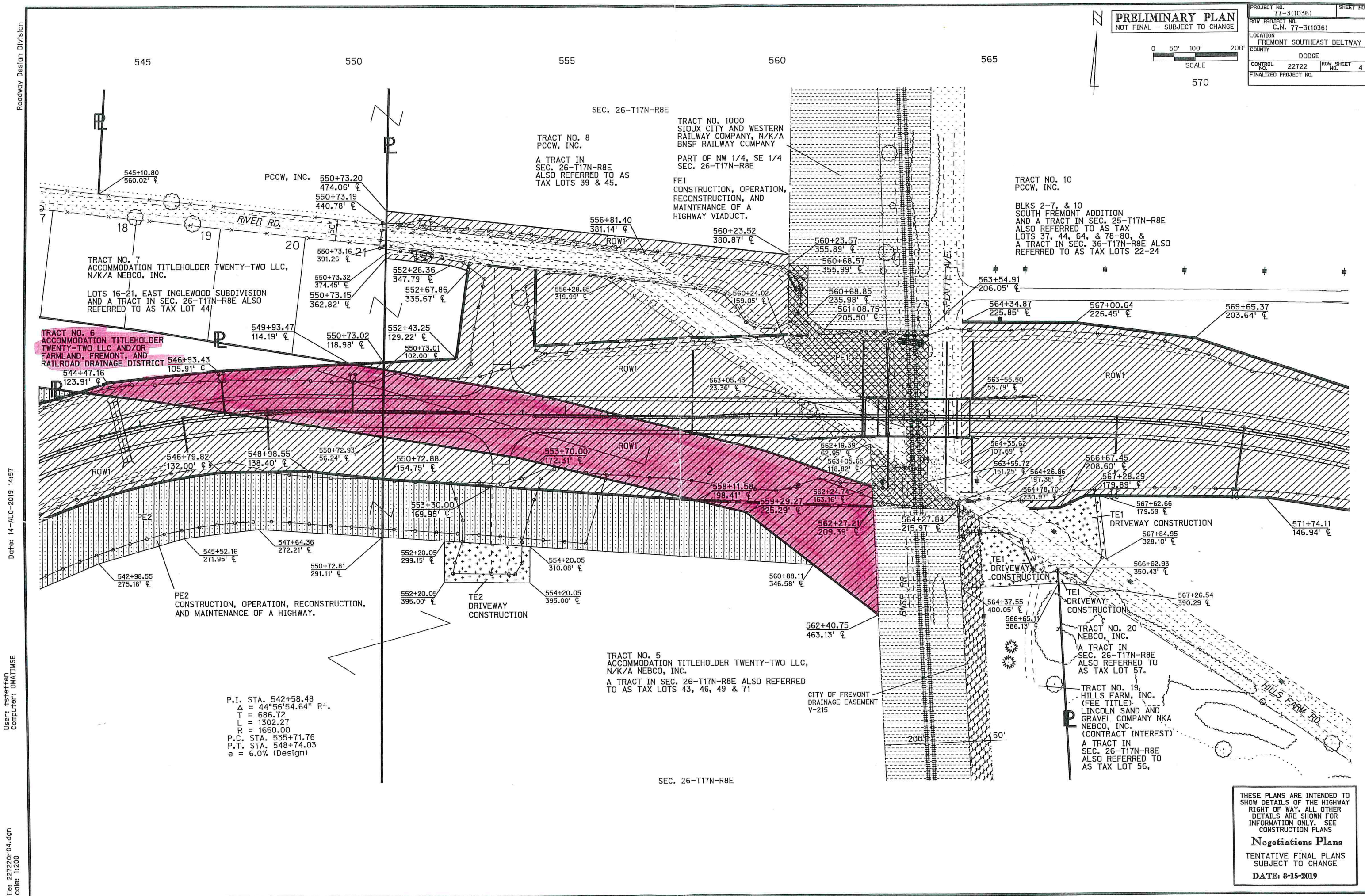
☐ Other: _____

Religion: _____

Sex: ☐ Male ☐ Female

National Origin: _____

Project Number: 77-3 (1036)) Tract Number: 6 Interested Party


PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE
PROJECT NO. 77-3(1036)
SHEET NO.
ROW PROJECT NO. C.N. 77-3(1036)
LOCATION FREMONT SOUTHEAST BELTWAY
COUNTY DODGE
CONTROL NO. 22722
ROW SHEET NO. 4
FINALIZED PROJECT NO.
0 50' 100' 200'
SCALE
545
550
555
560
565
570
SEC. 26-T17N-R8E
TRACT NO. 8
PCCW, INC.
A TRACT IN
SEC. 26-T17N-R8E
ALSO REFERRED TO AS
TAX LOTS 39 & 45.
TRACT NO. 1000
SIOUX CITY AND WESTERN
RAILWAY COMPANY, N/K/A
BNSF RAILWAY COMPANY
PART OF NW 1/4, SE 1/4
SEC. 26-T17N-R8E
PE1
CONSTRUCTION, OPERATION,
RECONSTRUCTION, AND
MAINTENANCE OF A
HIGHWAY VIADUCT.
TRACT NO. 10
PCCW, INC.
BLKS 2-7, & 10
SOUTH FREMONT ADDITION
AND A TRACT IN SEC. 25-T17N-R8E
ALSO REFERRED TO AS TAX
LOTS 37, 44, 64, & 78-80, &
A TRACT IN SEC. 36-T17N-R8E ALSO
REFERRED TO AS TAX LOTS 22-24
PCCW, INC.
RIVER RD.
TRACT NO. 7
ACCOMMODATION TITLEHOLDER TWENTY-TWO LLC,
N/K/A NEBCO, INC.
LOTS 16-21, EAST INGLEWOOD SUBDIVISION
AND A TRACT IN SEC. 26-T17N-R8E ALSO
REFERRED TO AS TAX LOT 44
TRACT NO. 6
ACCOMMODATION TITLEHOLDER
TWENTY-TWO LLC AND/OR
FARMLAND, FREMONT, AND
RAILROAD DRAINAGE DISTRICT
S. PLATTE AVE.
ROW1
PE1
PE2
TE1
DRIVEWAY CONSTRUCTION
TE2
DRIVEWAY
CONSTRUCTION
PE2
CONSTRUCTION, OPERATION, RECONSTRUCTION,
AND MAINTENANCE OF A HIGHWAY.
BNSF RR
TRACT NO. 5
ACCOMMODATION TITLEHOLDER TWENTY-TWO LLC,
N/K/A NEBCO, INC.
A TRACT IN SEC. 26-T17N-R8E ALSO REFERRED
TO AS TAX LOTS 43, 46, 49 & 71
CITY OF FREMONT
DRAINAGE EASEMENT
V-215
TRACT NO. 20
NEBCO, INC.
A TRACT IN
SEC. 26-T17N-R8E
ALSO REFERRED TO
AS TAX LOT 57.
TRACT NO. 19
HILLS FARM, INC.
(FEE TITLE)
LINCOLN SAND AND
GRAVEL COMPANY NKA
NEBCO, INC.
(CONTRACT INTEREST)
A TRACT IN
SEC. 26-T17N-R8E
ALSO REFERRED TO
AS TAX LOT 56.
HILLS FARM RD.
P.I. STA. 542+58.48
Δ = 44°56'54.64" Rt.
T = 686.72
L = 1302.27
R = 1660.00
P.C. STA. 535+71.76
P.T. STA. 548+74.03
e = 6.0% (Design)
SEC. 26-T17N-R8E
THESE PLANS ARE INTENDED TO SHOW DETAILS OF THE HIGHWAY RIGHT OF WAY. ALL OTHER DETAILS ARE SHOWN FOR INFORMATION ONLY. SEE CONSTRUCTION PLANS
Negotiations Plans
TENTATIVE FINAL PLANS SUBJECT TO CHANGE
DATE: 8-15-2019
Roadway Design Division
Date: 14-AUG-2019 14:57
User: tsteffen
Computer: OMATIMSE
File: 227220r04.dgn
Scale: 1:200

Who may file a Title VI Complaint?

A complaint may be filed by any individual or group that believes they have been subjected to discrimination or retaliation based on their race, color, national origin, sex, age, disability/handicap and/or income level. The complaint may be filed by the affected party or representative and must be received in writing.

How to File a Complaint

You may file a written complaint within 180 days from the date of the alleged discrimination.

The complaint should include:

1. Your name, address and telephone number. If you are filing on behalf of another person, include their name, address, telephone number and your relation to the person (e.g. friend, attorney, parent, etc.)
2. The name and address of the agency, institution or department you believe discriminated against you.
3. Your signature.
4. A description of how, why and when you believe you were discriminated against. Include as much background information as possible about the alleged acts of discrimination.
5. The names of individuals whom you allege discriminated against you, if you know them.
6. The names of any persons, if known, that NDOT could contact for additional information to support or clarify your allegations.

Your complaint must be signed, dated and submitted to the Highway Civil Rights Coordinator.

What will happen if the recipient retaliates against me for asserting my rights or filing a complaint?

A recipient is prohibited from retaliating against you or any person because he or she reported an unlawful policy or practice, or made charges, testified or participated in any complaint action under Title VI.

What is a Recipient?

Any state, territory, possession, the District of Columbia, Puerto Rico, or any political subdivision, or instrumentality thereof, or any public or private agency, institution, or organization, or other entity, or any individual, in any state, territory, possession the District of Columbia, or Puerto Rico, to whom Federal Assistance is extended either directly or through another recipient, for any program. Recipient includes any successor, assignee, or transferee thereof. The term recipient does not include any ultimate beneficiary under any such program.

Non-discrimination Statement

Under Title VI of the Civil Rights Act of 1964 and related statutes, the Nebraska Department of Transportation ensures that no person shall, on the grounds of race, color, national origin, age, disability or sex, be excluded from participation in, denied the benefits or services of, or be otherwise subjected to discrimination in all programs, services or activities administered by the Nebraska Department of Transportation.

Highway Civil Rights

Nebraska Department of Transportation
Chris Hassler, Highway Civil Rights Coordinator
1500 Highway 2, PO Box 94759
Lincoln, Nebraska 68509

Phone: 402-479-3553 Fax: 402-479-3728
Email: christopher.hassler@nebraska.gov

Your Rights Under

Title VI

Of the Civil Rights Act of 1964

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION

What is Title VI of the Civil Rights Act and the Title VI Program?

Title VI of the Civil Rights Act of 1964 is the Federal law that protects individuals and groups from discrimination on the basis of their race, color, and national origin in programs and activities that receive Federal financial assistance. This also includes other civil rights provisions of Federal Statutes and related authorities to the extent that they prohibit discrimination in programs and activities receiving Federal financial aid.

Pursuant to *Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987* and other non-discrimination authorities, it is the policy of the Nebraska Department of Transportation that discrimination on the grounds of race, color, national origin, disability/handicap, sex, age or income status shall not occur in connection with programs or activities receiving Federal financial assistance.

What discrimination is prohibited by the FHWA Title VI Program?

Discrimination under our Title VI Program is an act (action or inaction), whether intentional or unintentional, through which a person or group, solely because of race, color, national origin, disability/ handicap, sex, age or income status has been otherwise subjected to unequal treatment or impact, under any program or activity receiving financial assistance from FHWA.

Many forms of illegal discrimination based on the grounds identified above do exist that can limit the opportunity for individuals and groups to gain equal access to services and programs. In operating FHWA-assisted programs, a recipient cannot discriminate either directly or through contractual or other means by:

- Denying programs, services, financial aids or other benefits.
- Providing different programs, services, financial aids or other benefits, or providing them in a manner different from that provided to others.
- Segregating or separately treating individuals or groups in any matter related to the receipt of any program, service, financial aid or benefit.
- Denying person(s) the opportunity to participate as a member of a planning, advisory or similar body.
- Denying person(s) the opportunity to participate in the program through the provision of services, or affording the opportunity to do so differently from those afforded others.

Environmental Justice

In 1994, President Clinton signed *Executive Order 12898: Federal Action to Address Environmental Justice in Minority Populations and Low-income Populations,* which focused attention on Title VI by providing that, "each agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority and low-income populations."

Title VI & Limited English Proficiency (LEP)

The Federal government, and those receiving assistance from the Federal government, must take reasonable steps to ensure that persons of Limited English Proficiency (LEP) have meaningful access to the programs, services and activities of those entities. This will require recipients to create solutions to address the needs of this ever-growing population of individuals for whom English is not their primary language.

Who is an LEP Person?

Persons who do not speak English as their primary language and have a limited ability to read, speak, write or understand English may be considered Limited English Proficient or LEP. These individuals may be entitled to language assistance with respect to a particular type of service, benefit or encounter. Anyone requiring assistance may contact the Highway Civil Rights Coordinator.

Highway Civil Rights

Nebraska Department of Transportation
Chris Hassler, Highway Civil Rights Coordinator
1500 Highway 2, PO Box 94759
Lincoln, Nebraska 68509

Phone: 402-479-3553 Fax: 402-479-3728
Email: christopher.hassler@nebraska.gov

The State shall deposit with the County Court and make available to the property owner the amount of the appraiser award before the State shall take physical possession of the property. If neither party appeals to the District Court, the money is available to the landowner after 30 days from the filing of the award by the Board of Appraisers. The landowner should make inquiry of the County Court as to when the award was filed.

If either the landowner or the Department of Transportation is not satisfied with the report, either may appeal to the District Court for a determination of value by a jury. In the event of such an appeal by either party, it is the usual practice of the landowner to retain an attorney to represent him/her for the jury trial in District Court.

Prior to the hearing date, the landowner may accept the Department of Transportation's offer, and the eminent domain proceedings will be dismissed.

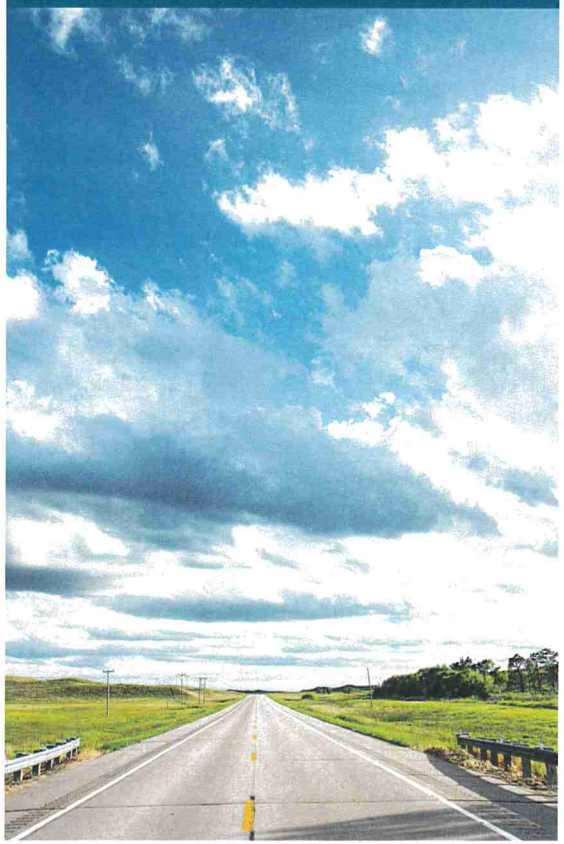
EMINENT DOMAIN

"NDOT understands our responsibility to private property owners. In designing and constructing the most efficient and safest roads systems possible, the department does everything it can to avoid new acquisitions for right-of-way..."

NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION

NDOT Right of Way Division
P.O. Box 94759
Lincoln, NE 68509-4759
1-800 764-0422

What is Eminent Domain?



Eminent Domain is the power of a government agency to acquire private property for public use, following the payment of just compensation to the owner of that property. Action via eminent domain indicates the government is taking ownership of the property or some lesser interest in it, such as a temporary easement. The most common uses of real property acquired through eminent domain are for public utilities, or transportation purposes such as highway right-of-way (ROW).

What is Condemnation?

The term "condemnation" is used to describe the formal act of the exercise of the power of eminent domain to transfer title to the property from a private owner to the government through the court system. This use of the word should not be confused with its sense of a declaration that property is uninhabitable due to defects. Throughout these proceedings, the property owner has the right of due process. After the condemnation action is filed the amount of just compensation is determined in the appropriate county or district court system.

Eminent Domain Protects Citizen's Rights

Eminent domain is meant to protect the rights of private property owners. For example the Fifth Amendment to the U.S. Constitution was drafted to protect property rights by explicitly mandating limitations on the exercise of eminent domain: "just compensation" must be paid for private property acquired for "public use." The Fourteenth Amendment established the "Due Process Clause." This specifies when governments acquire private property they are required to follow well documented procedures. Property must then be devoted to a public use and the property owner must be quickly compensated, making the owner as whole as possible through restoration or remuneration.

How is Compensation Determined?

American courts have held that the preferred measure of "just compensation" is "fair market value," i.e., the price that a willing buyer would pay a willing seller in a voluntary transaction, with both parties fully informed of the property's features. Also, this approach takes into account the property's highest and best use (i.e., its most profitable, legal, and economically feasible use). Just compensation is determined through a process of certified review of a real property appraisal or approved valuation methods.

The Uniform Act

The Uniform Relocation Assistance and Real Property Acquisition Act of 1970, often referred to as the Uniform Act or the URA, was written to ensure fair treatment of those displaced by federally-funded programs.

It also was intended to make the process of determining just compensation standard and uniform. Most states, including Nebraska, have enacted similar legislation which mirrors the language of the URA.

The Negotiation Process

When property is being sought for right-of-way acquisition, the Nebraska Department of Transportation (NDOT) agents will assist in guiding and advising the owner through this process. The procedure starts when an agent sends a packet of information to the property owner(s) and tenant(s). This packet includes a design plan map and the appraisal of the property; additionally a contract, deed, and additional materials are included to help inform you in the acquisition and payment process. If you find the offer satisfactory, the property owner can sign the documents in the indicated places and return them in the postage prepaid envelope.

An agent should call within a few days of the mailing to ensure the offer packet has arrived. The agent will ask to meet with you to explain the details of the project, the valuation and the offer. While the offer is based on the fair market value as established by the appraiser, and just compensation set by the reviewer, it is the property owner's right to disagree with their findings. The agent may address those concerns and discuss solutions to make the owner's property rights "whole" again. The owner may present a reasonable and prudent counter-offer.

While the agent has been given deadlines to meet to complete the project, the URA specifically requires the property owner be given a reasonable amount of time to contemplate the offer. In general this reasonable time has been interpreted to be about a month; however the property owner should never feel harassed, pressured, or deceived into making a decision. Occasionally an agreement cannot be reached even after a reasonable amount of time and several contacts between property owner and agent. In those cases the file will be turned over to the Nebraska State Attorney General's office to file eminent domain procedures.

What is the Eminent Domain Procedure?

This is a general outline of the steps taken to acquire property by eminent domain. This statement should not be considered as a complete statement of all laws and procedures governing eminent domain.

When agreement with the property owner cannot be reached, appropriate documents commencing eminent domain proceedings are filed by the State Attorney General on behalf of NDOT with the County Court where the property is located. The Judge then appoints three local property owners, who are familiar with local real property values, as a Board of Appraisers.

After proper notification to the landowner of the time and place of hearing, the appointed Board of Appraisers views the property and listens to statements of the landowner or his representatives as to their opinion of land value and damages and to statements of the Department of Transportation's representatives. The appointed Board of Appraisers then files a formal report of their findings of value with the County Court.

While the landowner is not required to attend the hearing, it is in your best interest to do so. The landowner may elect to present a statement to the Board of Appraisers or may wish to retain an attorney to represent him. Unless the landowner elects to retain an attorney, the above described hearing is conducted at no expense to the landowner.

STAFF REPORT

TO: Utility and Infrastructure Board

FROM: Dave Goedeken, Director of Public Works/City Engineer

DATE: January 14, 2020

SUBJECT: December 23, 2019 Traffic Committee Report

Recommendation:	Recommend approval of, and place December 23, 2019 Traffic Committee Report into the record. Recommend approval of Resolution to place stop signs at several locations.

Background: City Staff meets monthly to consider traffic related issues in the City of Fremont. The committee met on December 23, 2019 to consider three items. (See Attached Committee Report)

1) Placement of Stop Signs at the following intersections.

    a. Lauren Lane and Morningside Road. (Northbound)
    b. Samuel Drive and Luther Road. (Westbound)
    c. Luther Road and Morningside Road. (Northbound)
    d. Deerfield Avenue and Morningside Road. (Eastbound)
    e. Johnson Road and Morningside Road. (Southbound)

2) Need for guardrails on North Somers Avenue at the Rawhide Creek box culvert.

3) Obstructed Westbound speed limit sign on 16th Street just east of Johnson Road.

The committee recommends the following:

- Approve Resolution to place stop signs at the following locations;

    - Lauren Lane and Morningside Road. (Northbound)
    - Samuel Drive and Luther Road. (Westbound)
    - Luther Road and Morningside Road. (Northbound)

- Deerfield Avenue and Morningside Road. (Eastbound)
- Johnson Road and Morningside Road. (Southbound)

- Continue the discussion of the guardrail at the Rawhide Creek box culvert on North Somers Avenue to a future meeting.

- Move the obstructed speed limit sign on 16th Street to a location where the tree will no longer block it from view.

Fiscal Impact: The City will have the expense of the placing the signs and the engineering review.

TRAFFIC COMMITTEE MEETING REPORT

ITEMS FOR DISCUSSION **DECEMBER 23, 2019**

ATTENDEES: DAVE GOEDEKEN, MARK VYHLIDAL, JEFF ELLIOT, VERONICA TRUJILLO

1) Signage for Morningside Crossing, Morningside Point, and realigned Johnson Road South.

   The Committee reviewed the proposed locations of stop signs for these projects.

   Morningside Pointe: Committee discussed future locations of Stop Signs in this subdision, and the resulting paving project of Luther Road South adjacent to the project. There will be internal streets in the subdivision with entry and exist points onto Morningside Road and proposed Luther Road.

   Luther Road South: Proposed Luther Road will extend from Morningside Road to Samuel Drive.

   Morningside Crossing: There is one puclic street in this subdivision named Bud Boulevard. This street exits onto Morningside Road.

   Johnson Road is being relocated to the west of it's present location from 1st Street to Morningside Road. Existing Johnson Road will eventually be vacated.

   The committee recommends stop signs be placed at the following locations.

   Lauren Lane and Morningside Road. (Northbound)
   Samuel Drive and Luther Road. (Westbound)
   Luther Road and Morningside Road. (Northbound)
   Deerfield Avenue and Morningside Road. (Eastbound)
   Johnson Road and Morningside Road. (Southbound)

   This action requires a Resolution approved by the City Council.

2) Need for guardrails on North Somers Avenue at the Rawhide Creek box culvert.

Staff has received a citizen request to consider placing guardrails before and after the newly constructed box culvert at the Rawhide Creek on North Somers Avenue. The concern was that the approaches to the culvert were unprotected in the event a vehicle left the road and could ultimately drive into the creek.

Engineering staff briefed the members on the design process involved in the intitial design and ultimate construction of this box culvert. The box culvert was designed with shoulder widths, embankment slopes and lateral clearances meeting NDOT and FHWA standards and safety guidelines, and guardrails were not required. There are similar box culverts over the Rawhide Creek on Yager Road and Diers Parkway. Neither of these box culverts have guardrails.

The committee recommends no formal action at this time, but to bring the item back at a future meeting for addition consideration and discussion.

3) Staff received a complaint that tree limbs are obstructing the Westbound speed limit sign on 16th Street just east of Johnson Road. Staff investigated and confirmed a landscaping tree has grown to a size where limbs are blocking the view of the speed limit sign.

   The Committee determined it was unnecessary to trim the branche, but rather it would be more efficient to move the sign to a location in front of the tree.

   City forces will move the sign, as there is no formal action required for this task.

RESOLUTION NO. _____

A Resolution of the City Council of the City of Fremont, Nebraska authorizing placement of stop signs in several locations.

WHEREAS, The Fremont Traffic Safety Committee met to consider placement of additional stop signs at the following locations;

Lauren Lane and Morningside Road. (Northbound)
Samuel Drive and Luther Road. (Westbound)
Luther Road and Morningside Road. (Northbound)
Deerfield Avenue and Morningside Road. (Eastbound)
Johnson Road and Morningside Road. (Southbound)

WHEREAS, The Fremont Traffic Safety Committee recommends placement of stop signs at the following intersections;

Lauren Lane and Morningside Road. (Northbound)
Samuel Drive and Luther Road. (Westbound)
Luther Road and Morningside Road. (Northbound)
Deerfield Avenue and Morningside Road. (Eastbound)
Johnson Road and Morningside Road. (Southbound)

NOW THEREFORE BE IT RESOLVED:
That the Mayor and City Council hereby approve and authorize the placement of the stop signs

PASSED AND APPROVED THIS 28TH DAY OF JANUARY, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

Morningside Pointe, Morningside Crossing, Morningside North Business Park and Deerfield Subdivision Roadway Stop Signs

CITY OF FREMONT
NEBRASKA
PUBLIC WORKS
ENGINEERING DEPARTMENT

PLOTTED: 1/9/2020 10:06 AM

SPEED
LIMIT
30

SPEED
LIMIT
30
EMERGENCY
SNOW
ROUTE

SPEED
LIMIT
30
FOR
SALE

STAFF REPORT

TO: Utility and Infrastructure Board
Brian Newton, City Administrator
Troy Schaben, Assistant City Administrator - Utilities

FROM: Jody Sanders, Director of Finance

DATE: January 14, 2020

SUBJECT: Purchase of TimeClock Plus software and hardware

Recommendation: Approve purchase of TimeClock Plus software and hardware and recommend approval of resolution by City Council.

Background: Currently, City staff spends significant time manually calculating timecards on a bi-weekly basis, and entering the data into our enterprise resource planning (ERP) software to pay employees and record time to the work order system.

This process was identified as an opportunity to allow staff to work more efficiently and effectively by using an electronic time-keeping system that would integrate with the City's current ERP system. During the 2019-2021 biennial budget process, the purchase of hardware, on premise software and related training were included in the IT budget for fiscal year 2020. The hardware consists of 11 electronic time clocks using the City's existing smart card technology to clock in and out. The software allows employees to attribute their time to specific work orders either through the time clock or any computer workstation within the City. Requests for leave are also tracked and recorded through this system.

Fiscal Impact: The 2020 fiscal year budget includes $68,000 in the capital improvement plan for the software license and hardware purchase and $14,000 was budgeted for training for a total of $82,000. The attached quote, that includes maintenance, is $80,028.50.

There is not an expectation that City staff will be reduced once the system is operational for all departments. As discussed during the budget process, the time saved by staff due to implementing this project will be reallocated to other work within each department.

CENTRALSQUARE TECHNOLOGIES

Superion, a CentralSquare Company

Add-On Quote

Quote Number: Q-00012934 **Valid Until: 02/24/20**

Quote Prepared For:
Nicholas Brand, Director of Information Systems
City of Fremont
Dept of Utilities
FREMONT, NE, 68025-5141
(402) 727-2838

Quote Prepared By:
Julio Mejia, Associate Account Manager
CentralSquare Technologies
1000 Business Center Drive
Lake Mary, FL 32746
Phone: +14073043106 Fax:
julio.mejia@centralsquare.com

Date: 12/10/19

Thank you for your interest in our company and our software and services solutions. Please review the below quote and feel free to contact Julio Mejia with any questions.

Cloud/Hosted Fees

Product Name	Quantity	Amount
NaviLine Time & Attendance Interface-Generic	1	3,780.00
Total		**3,780.00**

Third-Party License Fees & Maintenance

Product Name	Quantity	License Fee	Maintenance
TimeClock Plus Premise	475	23,750.00	5,937.50
Total		**23,750.00**	**5,937.50**

Third-Party Hardware & Maintenance

Product Name	Quantity	Amount
RDT Touch 400 HID Proximity with Camera	11	31,141.00
Total		**31,141.00**

Professional Services
Consulting

Product Name	Amount
TimeClock Plus Professional Services	1,280.00

Total	**1,280.00**

Project Management

Product Name	Amount
TimeClock Plus Professional Services	640.00
Total	**640.00**
Total Professional Services	**1,920.00**

Third-Party Professional Services
Training

Product Name	Amount
TimeClock Plus Premise	13,500.00
Total	**13,500.00**
Total Third-Party Professional Services	**13,500.00**

Summary

Product/Service		Amount		
Cloud/Hosted Annual Access Fees		3,780.00		
Professional Services		1,920.00		
	Subtotal		**5,700.00**	USD
Third-Party License Fees		23,750.00		
Third-Party Hardware		31,141.00		
Third-Party Professional Services		13,500.00		
	Subtotal		**68,391.00**	USD
Total Excluding Maintenace			**74,091.00**	USD
Net Third-Party Maintenance			5,937.50	USD
Total with Maintenance			**80,028.50**	USD

See Product notes in the Additional Information Section

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:
License, Project Planning, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, System Change Requests or SOW's for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by CentralSquare in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

CentralSquare Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which CentralSquare is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time CentralSquare receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by CentralSquare will renew automatically at then-prevailing rates until such time CentralSquare receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

Applicable Start-up Fees are due upon execution of this Quote. Initial Annual Access Fees are due upon execution of this Quote and will be invoiced pro-rata to coincide with Customer's Annual Renewal Date. Subsequent Annual Access Fees will be invoiced each year thereafter on the anniversary of Customer's Annual Renewal Date.

Additional Terms:
This form constitutes a supplemental order and amendment to the existing Agreement (the "Agreement") by and between CentralSquare and Customer. Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately.

Travel expenses shall be governed by the CentralSquare Travel Policy.

Preprinted conditions and any terms stated on purchase orders or other documents submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by both parties.

If applicable, Third party hardware/software maintenance and any applicable warranty provisions will be provided by the third party manufacturer(s). The return and refund policy of each individual third party hardware/software supplier shall apply. In the event that a manufacturer changes any of these respective policies or prices, CentralSquare reserves the right to adjust this proposal to reflect those changes if they occur prior to execution.

Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery. Delivery is defined as either a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar electronic file transfer method, or (b) physical shipment, such as on a disc or other media transfer method. Physical shipment is on FOB- CentralSquare's shipping point, and electronic delivery is deemed effective at the time CentralSquare provides Customer with access to download the CentralSquare Solutions.

Nicholas Brand, Director of Information Systems
City of Fremont

Authorized Signature: _____ **Printed Name**: _____

Date: _____

Additional Information Section
Product Notes:

STAFF REPORT

TO: Utilities and Infrastructure Board

FROM: Jeff Shanahan, Power Plant Superintendent

DATE: January 14, 2020

SUBJECT: Quicklime Reagent Supply Agreement

Recommendation: Renew LDW Quicklime Reagent Supply Agreement

BACKGROUND:

The United States Environmental Protection Agency (EPA) and Nebraska Department of Environmental Quality (NDEQ) Mercury and Air Toxins (MATS) rule require control of Hydrogen Chloride (HCL). This is accomplished by the injection of lime slurry into the Spray Dry Absorber (SDA).

In 2015, LDW solicited for quicklime supply and entered a one-year agreement with Mississippi Lime with the option of taking five one-year extensions. Mississippi Lime has offered the City of Fremont Department of Utilities a one-year extension increasing the delivered cost lime product ~3.3% from the 2019 Quicklime Supply agreement.

	2020	2019
Product Price ($/ton)	$159.78/ton	$153.42/ton
Delivery to Fremont ($/ton)	$35.68/ton+FCS	$35.68/ton+FCS
Total Cost Delivered	$195.46/ Ton + FSC	$189.10 / Ton + FSC

LDW staff requested quotes from other lime suppliers to validate the proposed increase and found that Mississippi Lime is the low price comparable product.

LDW Staff requests that the Utilities and Infrastructure Board recommend to the City of Fremont Mayor and City Council to authorize the City of Fremont Department of Utilities Staff to execute an amendment to the current quicklime reagent supply agreement with Mississippi Lime for the 2020 calendar year.

FISCAL IMPACT:

FY 2019/2020 estimated operating budget expenditure of ~$320,000

STAFF REPORT

TO: Utilities and Infrastructure Board

FROM: Jeff Shanahan, LDW Power Plant Superintendent

DATE: January 14, 2020

SUBJECT: Lon D. Wright Power Plant Siemens Support Agreement

Recommendation: Request Authorization to Enter into a 3-year service and support agreement with Siemens for LDW Unit 8 Induced Draft (ID) Fan Variable Frequency Drive (VFD).

BACKGROUND:

In 2015, the City of Fremont Department of Utilities installed an Air Quality Control System (AQCS) modification at the Lon D. Wright Power Plant. This modification required the City of Fremont Department of Utilities to install a new 3500 HP ID fan, motor and VFD.

The service agreement for the VFD will provide for two 2-Day site visits during the three-year agreement from a certified Siemens technician. The plan also provides three years of 24/7 technical support and parts discounts. In addition to the service agreement, LDW staff requested an additional three days of onsite support to perform a comprehensive inspection of the drive.

	Technical Support Agreement	Additional Onsight Support (3 days T/M)	Total
Year 1	$7,579.00	$10,030	$17,609.00
Year 2	$7,579.00		$7,579.00
Year 3	$7,579.00		$7,579.00
			$32,767.00

LDW staff requests that the Utilities and Infrastructure Board recommend to the City of Fremont Mayor and City Council to authorize the City of Fremont, Department of Utilities Staff to sign a 3-year service agreement and authorize Fremont Department of Utility Staff to issue a purchase order to Siemens for $32,767.00.

FISCAL IMPACT:

2019-2020 $17,609.00
2020-2021 $7,579.00
2021-2022 $7,579.00

STAFF REPORT

TO: Utilities and Infrastructure Board

FROM: Jeff Shanahan, Power Plant Superintendent

DATE: January 14, 2020

SUBJECT: Lon D. Wright Power Plant Coal Supply 2020 and 2021

Recommendation: Request Authorization to Purchase Contract Coal for 2020 and 2021

BACKGROUND:

The City of Fremont Department of Utilities recently issued a request for quotes (RFQ) for a firm coal supply for 2020 and 2021. LDW staff requested prices for nominal 8,800 Btu Ultra-Low Sulfur coal supply.

Based on price, coal analysis and boiler operating conditions, LDW staff requests that the Utilities and Infrastructure Board recommend to the Mayor and City Council to authorize Utility Staff to sign a contract for the purchase of 225,000 tons of Ultra Low Sulfur Coal (nominal 8,800 btu's/lb) per year for 2020 and 2021 to Navajo Transitional Energy Company.

FISCAL IMPACT:

FY 19-20 Contract – Budgeted expense
FY 20-21 Contract – Budgeted expense

STAFF REPORT

TO: Utilities and Infrastructure Board

FROM: Jeff Shanahan, LDW Power Plant Superintendent

DATE: January 14, 2020

SUBJECT: Lon D. Wright Power Plant Honeywell Controls Software and Support Agreement

---

Recommendation: Request Authorization to Enter into a 1-year software and support agreement with Honeywell for LDW Units 6, 7, 8.

BACKGROUND:

LDW currently operates all coal-fired units utilizing a Honeywell Distributive Control System (DCS).

This agreement provides software upgrades, system support and 40 hours a year onsite service and inspections. By having this agreement, we maintain the control system with the latest software and are able to take advantage of reduced pricing on hardware purchases. This agreement also provides us with technical support through TAC, Honeywell technical support center.

The cost for this agreement is $71,786.88

LDW staff requests that the Utilities and Infrastructure Board recommend to the City of Fremont Mayor and City Council to authorize the City of Fremont, Department of Utilities Staff to sign a 1-year service agreement and authorize Fremont Department of Utility Staff to issue a purchase order to Honeywell for $71,786.88.

FISCAL IMPACT:

2019-2020 FY $71,786.88 this item was budgeted.

STAFF REPORT

TO: Utilities and Infrastructure Board

FROM: Jeff Shanahan, Power Plant Superintendent

DATE: January 14, 2020

SUBJECT: U8 Boiler and Auxiliary Equipment Rental, Installation and Removal of Scaffolding.

Recommendation: Recommendation for Contractor to Rent, Install and Remove Scaffolding for U8 Boiler Pressure Part Evaluation and Remaining Useful Life Study, Flow Accelerated Corrosion Study and High Energy Piping Hanger Evaluation at Lon D. Wright Power Plant for Unit 8.

BACKGROUND:

In the spring of 2020, Lon D. Wright power plant is conducting a Boiler Pressure Part Evaluation and Remaining Useful Life, Flow Accelerated Corrosion Study and a High Energy Piping Hanger Evaluation.

To facilitate the study and evaluation, scaffolding is required. LDW staff requested contractors to visit the site and provide pricing for rental, installation and removal of scaffolding. Only Brand / Safway provided a quote for the required scope of work.

LDW Staff requests that the Utilities and Infrastructure Board recommend to the City of Fremont Mayor and City Council to authorize Department of Utility Staff to execute an agreement and issue a purchase order for the Scaffolding required to perform the Boiler Pressure Part Evaluation and Remaining Useful Life, Flow Accelerated Corrosion Study and High Energy Piping Hanger to Brand / Safway for $136,038.00.

FISCAL IMPACT:

FY 2019/2020 operating budget expenditure of $136,038.00 this item was budgeted.