



## UTILITY & INFRASTRUCTURE BOARD

April 28, 2020 - 4:00 P.M.

Fremont Municipal Building, 2<sup>nd</sup> Floor Conference Room  
400 East Military, Fremont, Nebraska (attendance is limited) and Zoom

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Topic: Utility and Infrastructure Board Meeting

Time: Apr 28, 2020 04:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/91584660152>

Meeting ID: 915 8466 0152

One tap mobile

+13462487799,,91584660152# US (Houston)

+16699009128,,91584660152# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US

+1 301 715 8592 US

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 915 8466 0152

Find your local number: <https://zoom.us/u/aZ78luql2>

### Telephone Audio Information

Call: +1 301 715 8592 US

Enter Meeting ID: **915 8466 0152**

You will be connected to the meeting.

If making a comment during a public hearing or comment period please **press \*9 to electronically raise your hand** allowing the Chairman to call on you.

Once called upon to speak please press **\* 6 to unmute your phone; press \* 6 again to mute when finished speaking**

Please submit any documents to be received into the record to the City Clerk by 4:30 PM Monday April 27, 2020.

# UTILITY & INFRASTRUCTURE BOARD

April 28, 2020 - 4:00 P.M.

Fremont Municipal Building, 2<sup>nd</sup> Floor Conference Room  
400 East Military, Fremont, Nebraska (attendance is limited) and Zoom

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## **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 April 14, 2020.
4. Consider Accounts Payable through April 28, 2020.

## **REGULAR AGENDA:**

5. Consider Fee Continuation Proposal for Professional Auditor Services through 2022 from BKD, LLP.
6. Consider Proposal for Engineering Firm to Assist Lon D. Wright Power Plant with Compliance Requirements for the Affordable Clean Energy Rule for Unit 8.
7. Consider Wastewater Engineering Agreement for WholeStone Farms.
8. Consider Bid for Installation of Water Main Encasing for Areas Affected by the Southeast Beltway Project.
9. Consider Bid for Installation of Electrical Conduits for Areas Affected by the Southeast Beltway Project.
10. City Administrator Update (no board action is requested).
  - a. Covid-19 Update and Delivery of Services
11. Adjournment

The agenda was posted at the Municipal Building on April 24, 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 2<sup>nd</sup> 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  
APRIL 14, 2020 - 4:00 P.M.**

A meeting of the Utility and Infrastructure Board was held on April 14, 2020 at 4:00 p.m. in the 2<sup>nd</sup> floor meeting room at 400 East Military, Fremont, Nebraska and via Zoom. 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 April 10, 2020 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, Bolton, Vering, Wiese, and Shelso present. 5 present, 0 absent. Bolton absent for item 12. Others in attendance included Brian Newton, City Administrator; Troy Schaben, Asst City Admin – Utility; Jody Sanders, Finance Dir.; Lottie Mitchell, Exec. Assist; Dave Goedecken, Pub Wrks Dir.; and Al Kaspar, Dir. Elec. Engin.

**CONSENT AGENDA**

Moved by Member Shelso and seconded by Member Vering to approve items 3 and 4 (Minutes from March 31, 2020 and Accounts Payable through April 14, 2020. Ayes: Sawtelle, Bolton, Vering, Wiese and Shelso. Motion carried 5-0.

**RECEIVE QUARTERLY FINANCIAL STATEMENTS.**

Sanders gave overview. Moved by Member Wiese and seconded by Member Bolton to receive the Quarterly Financial Statements for December 31, 2019. Ayes: Sawtelle, Bolton, Vering, Wiese and Shelso. Motion carried 5-0.

**CONSIDER TEMPORARILY CEASING DISCONNECTS DUE TO NON-PAYMENT OF UTILITY CHARGES AND WAIVING LATE FEES ON UTILITY CHARGES.**

Newton gave overview. Moved by Member Bolton and seconded by Member Shelso to recommend City Council approve temporarily ceasing disconnects due to non-payment of utility charges and waiving late fees on utility charges. Ayes: Sawtelle, Bolton, Vering, Wiese and Shelso. Motion carried 5-0.

**CONSIDER DECLARATION OF OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENSES FROM THE PROCEEDS OF THE CITY'S HIGHWAY ALLOCATION PLEDGE BONDS YET TO BE ISSUED.**

Sanders gave overview. Moved by Member Vering and seconded by Member Wiese to recommend City Council to declare the City's intent to reimburse expenses from bond proceeds. Ayes: Sawtelle, Bolton, Vering, Wiese and Shelso. Motion carried 5-0.

**RECEIVE TRAFFIC COMMITTEE REPORT AND CONSIDER RECOMMENDATIONS.**

Goedecken gave overview. Moved by Member Bolton and seconded by Member Shelso to recommend City Council receive the March 17, 2020 Traffic Committee Report and place into record and approve recommendation to place a stop sign at Lincoln Avenue and Cuming Street. Ayes: Sawtelle, Bolton, Vering, Wiese and Shelso. Motion carried 5-0.

**CONSIDER MORNINGSIDE POINT REIMBURSEMENT FOR INTERSECTION PAVEMENT.**

Goedecken gave overview. Moved by Member Shelso and seconded by member Bolton to

recommend City Council approve the reimbursement to Morningside Point for intersection pavement in the amount of \$54,061.55. Ayes: Sawtelle, Bolton, Vering, Wiese and Shelso. Motion carried 5-0.

**CONSIDER PROPOSAL FROM FELSBURG, HOLT, AND ULLEVIG (FHU) FOR ON-CALL STORM WATER MANAGEMENT (MS4) PROGRAM SUPPORT SERVICES.**

Goedeken gave overview. Moved by Member Bolton and seconded by Member Vering to recommend City Council approve proposal from Felsburg, Holt, and Ullevig for on-call storm water management program support services in an amount not to exceed \$31,988.00 without prior written agreement by the City of Fremont. Ayes: Sawtelle, Bolton, Vering, Wiese and Shelso. Motion carried 5-0.

**CITY ADMINISTRATOR UPDATE (NO BOARD ACTION IS REQUESTED).**

- a. Newton gave update on COVID-19 and delivery of services.

**ADJOURNMENT**

Moved by Member Vering and seconded by Member Shelso to adjourn at 5:11 p.m. Ayes: Sawtelle, Vering, Wiese and Shelso. Motion carried 4-0.

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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:** April 28, 2020

**SUBJECT:** Claims

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**Recommendation:** Move to approve April 15 through April 28, 2020 claims, as well as subsequent claims due and payable before the next meeting of the UIB.

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**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 April 30, 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 Navajo Transitional Energy Co., 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 **\$ 2,993,508.75**

EAL DESCRIPTION: EAL: 04132020 ANDERSEND

PAYMENT TYPES

Checks . . . . . Y  
EFTs . . . . . Y  
ePayables . . . . . Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date . . . . . 04/13/2020  
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 . . . . . 2020/07  
Payment date . . . . . 04/13/2020

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0005255	00	FIRST NATIONAL BANK OF OMAHA TRUST						
810005231	03/12		00	04/13/2020	051-5001-927.27-04	Combined Utility 03-06-12	Interest payments on	EFT: 204,952.50
810005231	03/12		00	04/13/2020	053-6001-927.27-04	Combined Utility 03-06-12	outstanding Utility bonds	EFT: 22,772.50
VENDOR TOTAL *							.00	227,725.00
0003136	00	NORTHERN NATURAL GAS CO *FNB WIRE*						
1036	MAR 2020		00	04/13/2020	057-8205-807.50-02		479,912.12	Natural gas purchase
VENDOR TOTAL *							479,912.12	
0001912	00	OMAHA PUBLIC POWER DISTRICT						
9705968798	0320		00	04/13/2020	051-5105-555.50-00	Mar SPP Transmission Cr		EFT: 1,316.95-
9705968798	0320		00	04/13/2020	051-5305-560.60-76	Mar 2020 Transmission		EFT: 6,878.40
VENDOR TOTAL *							.00	5,561.45
0004760	00	SOUTHWEST POWER POOL INC						
20200409-FREM			00	04/13/2020	051-5001-400.41-45	04/01-04/07/20		EFT: 5,601.08-
20200409-FREM			00	04/13/2020	051-5105-555.50-00	04/01-04/07/20		EFT: 14,954.03
VENDOR TOTAL *							.00	9,352.95
0003109	00	UPS						
5E9752150			00	04/13/2020	051-5001-940.60-79	04/04/20 Serv Chrg Share	15.50	
5E9752150			00	04/13/2020	051-5001-940.60-79	04/04/20 Serv Chrg Share	15.50	
5E9752150			00	04/13/2020	051-5001-940.60-79	04/11/20 Serv Chrg Share	7.75	
5E9752150			00	04/13/2020	051-5001-940.60-79	04/11/20 Serv Chrg Share	7.75	
5E9752150			00	04/13/2020	051-5105-502.60-79	Environmental Analysis So	279.24	
5E9752150			00	04/13/2020	051-5105-502.60-79	RJ Lee Group	119.37	
5E9752150			00	04/13/2020	053-6105-502.50-23	Water Samples	42.64	
5E9752150			00	04/13/2020	055-7105-502.60-79	The Filter Shop	9.92	
VENDOR TOTAL *							497.67	
EFT/EPAY TOTAL ***								242,639.40
TOTAL EXPENDITURES ****							480,409.79	242,639.40
GRAND TOTAL *****								723,049.19

EAL DESCRIPTION: EAL: 04132020 ANDERSEND

PAYMENT TYPES

Checks . . . . . Y  
EFTs . . . . . Y  
ePayables . . . . . Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date . . . . . 04/15/2020  
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 . . . . . 2020/07  
Payment date . . . . . 04/15/2020



VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001486	00	MOTION INDUSTRIES INC						
NE01-532395	PI3178		00	04/15/2020	051-5105-502.50-35	PO NUM 053364	CHECK #: 91522	428.35-
NE01-532395	PI3178		00	04/15/2020	051-5105-502.50-35	PO NUM 053364	428.35	
NE01-532395	PI3179		00	04/15/2020	051-5105-502.60-79	PO NUM 053364	CHECK #: 91522	10.91-
NE01-532395	PI3179		00	04/15/2020	051-5105-502.60-79	PO NUM 053364	10.91	
NE01-533436	PI3332		00	04/15/2020	055-0000-154.00-00	PO NUM 053268	CHECK #: 91522	1,576.93-
NE01-533436	PI3332		00	04/15/2020	055-0000-154.00-00	PO NUM 053268	1,561.72	
						VENDOR TOTAL *	2,000.98	2,016.19-
						HAND ISSUED TOTAL ***		2,016.19-
						TOTAL EXPENDITURES ****	2,000.98	2,016.19-
					GRAND TOTAL *****			15.21-

EAL DESCRIPTION: EAL: 04162020 ANDERSEND

PAYMENT TYPES

Checks . . . . . Y  
EFTs . . . . . Y  
ePayables . . . . . Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date . . . . . 04/16/2020  
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 . . . . . 2020/07  
Payment date . . . . . 04/16/2020

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000584 20200416	00	CEI PR0416	00	04/16/2020	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	120,438.09
						VENDOR TOTAL *	.00	120,438.09
0004192 20200416	00	PAYROLL EFT DEDUCTIONS PR0416	00	04/16/2020	051-0000-241.00-00	PAYROLL SUMMARY	178,862.27	
						VENDOR TOTAL *	178,862.27	
						EFT/EPAY TOTAL ***		120,438.09
						TOTAL EXPENDITURES ****	178,862.27	120,438.09
					GRAND TOTAL	*****		299,300.36

Prepared 4/15/20, 7:59:39  
Pay Date 4/16/20  
Primary FIRST NATIONAL BANK

CITY OF FREMONT  
Direct Deposit Register

-----  
Account Number                      Employee Name                      Social Security                      Deposit Amount  
-----

Final Total                      283,878.29                      Count                      171

EAL DESCRIPTION: EAL: 04202020 ANDERSEND

PAYMENT TYPES

Checks . . . . . Y  
EFTs . . . . . Y  
ePayables . . . . . Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date . . . . . 04/20/2020  
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 . . . . . 2020/07  
Payment date . . . . . 04/20/2020

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0004760	00	SOUTHWEST POWER POOL INC						
20200416-FREM			00	04/20/2020	051-5001-400.41-45	SPP Settle 04/08-04/14/20	EFT:	8,133.22-
20200416-FREM			00	04/20/2020	051-5105-555.50-00	SPP Settle 04/08-04/14/20	EFT:	15,723.27
VENDOR TOTAL *							.00	7,590.05
0003109	00	UPS						
5E9752160			00	04/20/2020	051-5001-940.60-79	04/18/20 Serv Chrg Share	7.75	
5E9752160			00	04/20/2020	051-5001-940.60-79	04/18/20 Serv Chrg Share	7.75	
5E9752160			00	04/20/2020	051-5105-502.60-79	Megger	18.25	
5E9752160			00	04/20/2020	051-5105-502.60-79	Pyromation	12.91	
5E9752160			00	04/20/2020	051-5105-502.60-79	Generatortech	52.98	
5E9752160			00	04/20/2020	053-6105-502.50-23	Water Samples	84.14	
VENDOR TOTAL *							183.78	
EFT/EPAY TOTAL ***								7,590.05
TOTAL EXPENDITURES ****							183.78	7,590.05
GRAND TOTAL *****								7,773.83

EAL DESCRIPTION: EAL: 04232020 ANDERSEND

PAYMENT TYPES

Checks . . . . . Y  
EFTs . . . . . Y  
ePayables . . . . . Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date . . . . . 04/29/2020  
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 . . . . . 2020/07  
Payment date . . . . . 04/29/2020

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000959	00	ACE HARDWARE						
118117/3		PI3485	00	04/29/2020	051-5001-940.50-35	PO NUM 052066	92.31	
118156/3		PI3487	00	04/29/2020	051-5001-940.50-35	PO NUM 052066	38.68	
118147/3		PI3486	00	04/29/2020	051-5205-580.50-48	PO NUM 052066	33.79	
118203/3		PI3539	00	04/29/2020	051-5205-580.50-48	PO NUM 052066	2.45	
118108/3		PI3376	00	04/29/2020	053-6205-583.50-35	PO NUM 052066	28.86	
						VENDOR TOTAL *	196.09	
0004276	00	AIRGAS USA LLC						
9969365617		PI3471	00	04/29/2020	051-5105-502.60-76	PO NUM 053349	EFT:	53.94
9969367064		PI3472	00	04/29/2020	051-5105-502.60-76	PO NUM 053349	EFT:	718.10
						VENDOR TOTAL *	.00	772.04
0002612	00	ALTEC INDUSTRIES INC						
8245824		PI3548	00	04/29/2020	051-5001-950.80-50	PO NUM 053037	122,525.00	Backyard aerial for tree
11376296		PI3391	00	04/29/2020	051-5205-580.50-48	PO NUM 053477	448.51	crew CCR 2020-014
11376296		PI3392	00	04/29/2020	051-5205-580.60-79	PO NUM 053477	42.96	
						VENDOR TOTAL *	123,016.47	
0003973	00	AMAZON CAPITAL SERVICES INC						
1V13WJKX9PDC		PI3389	00	04/29/2020	051-5001-917.50-40	PO NUM 053354	EFT:	119.90
1V13WJKX9PDC		PI3390	00	04/29/2020	051-5001-926.50-40	PO NUM 053354	EFT:	59.95
						VENDOR TOTAL *	.00	179.85
0004850	00	AMERICAN CONCRETE PRODUCTS CO						
11INV0005703		PI3394	00	04/29/2020	055-7205-583.50-35	PO NUM 053540	995.00	
						VENDOR TOTAL *	995.00	
0000220	00	AMERICAN SAFETY UTILITY CORP						
407742		PI3426	00	04/29/2020	051-5001-940.50-35	PO NUM 053547	180.36	
407742		PI3427	00	04/29/2020	051-5001-940.60-79	PO NUM 053547	11.94	
						VENDOR TOTAL *	192.30	
0004587	00	AMERICAN UNDERGROUND SUPPLY LLC						
88836		PI3399	00	04/29/2020	055-7105-502.50-35	PO NUM 053574	483.30	
						VENDOR TOTAL *	483.30	
0005199	00	APX INC						
10879		PI3384	00	04/29/2020	051-5105-502.60-61	PO NUM 053163	EFT:	162.78
						VENDOR TOTAL *	.00	162.78
0005131	00	ATC GROUP SERVICES LLC						
2261917		PI3387	00	04/29/2020	051-5001-932.60-59	PO NUM 053319	400.00	
						VENDOR TOTAL *	400.00	
9999999	00	AURHOMES LLC						
000052275		UT	00	04/29/2020	051-0000-143.00-00	MANUAL CHECK	102.38	
						VENDOR TOTAL *	102.38	
0002637	00	BABCOCK & WILCOX CO (DIAMOND POWER)						



VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002637 558023	00	BABCOCK & WILCOX CO (DIAMOND POWER) PI3371	00	04/29/2020	051-0000-153.00-00	PO NUM 053521	1,132.89	
						VENDOR TOTAL *	1,132.89	
0002531 BA60375148	00	BABCOCK & WILCOX COMPANY PI3462	00	04/29/2020	051-0000-153.00-00	PO NUM 053548	EFT:	450.77
						VENDOR TOTAL *	.00	450.77
0003660 880074084 880074084 880074084 880074118 880074118 880074118	00	BAUER BUILT INC PI3500 PI3501 PI3502 PI3503 PI3504 PI3505	00	04/29/2020 04/29/2020 04/29/2020 04/29/2020 04/29/2020 04/29/2020	051-5205-580.50-48 051-5205-580.60-59 051-5205-580.60-61 051-5205-580.50-48 051-5205-580.60-59 051-5205-580.60-61	PO NUM 053478 PO NUM 053478 PO NUM 053478 PO NUM 053479 PO NUM 053479 PO NUM 053479	294.69 36.00 9.63 675.97 40.00 19.25	
						VENDOR TOTAL *	1,075.54	
0004380 113601	00	BENETECH INC PI3579	00	04/29/2020	051-5105-502.50-35	PO NUM 053606	2,105.21	
						VENDOR TOTAL *	2,105.21	
0003545 16516406 16516465	00	BOMGAARS SUPPLY INC PI3488 PI3377	00	04/29/2020 04/29/2020	051-5001-940.50-35 055-7205-583.50-35	PO NUM 052068 PO NUM 052068	104.58 14.45	
						VENDOR TOTAL *	119.03	
0002902 919723876 919760792 919783120 919760791 919783118 919812167 919812168 919778514 919783119 919771213 919822683 919778318	00	BORDER STATES / KRIZ-DAVIS PI3368 PI3369 PI3370 PI3372 PI3373 PI3483 PI3484 PI3380 PI3383 PI3378 PI3540 PI3379	00	04/29/2020 04/29/2020 04/29/2020 04/29/2020 04/29/2020 04/29/2020 04/29/2020 04/29/2020 04/29/2020 04/29/2020 04/29/2020 04/29/2020	051-0000-154.00-00 051-0000-154.00-00 051-0000-154.00-00 051-0000-154.00-00 051-0000-154.00-00 051-0000-154.00-00 051-0000-154.00-00 051-5105-502.50-35 051-5205-580.50-35 055-7105-502.50-35 055-7105-502.50-35 055-7205-583.50-35	PO NUM 053462 PO NUM 053462 PO NUM 053462 PO NUM 053532 PO NUM 053535 PO NUM 053535 PO NUM 053558 PO NUM 052078 PO NUM 052677 PO NUM 052078 PO NUM 052078 PO NUM 052078	EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT:	2,453.63 1,123.69 4,845.50 2,517.71 670.75 84.99 492.16 251.96 345.74 30.83 235.26 298.68
						VENDOR TOTAL *	.00	13,350.90
0002836 118573-6	00	BURNS & MCDONNELL ENGINEERING CO PI3538	00	04/29/2020	053-6105-502.60-57	PO NUM 051794	12,186.35	
						VENDOR TOTAL *	12,186.35	
0005266 04062020	00	CAMPBELL COUNTY HEALTH PI3508	00	04/29/2020	051-5001-926.60-61	PO NUM 053615	20.00	
						VENDOR TOTAL *	20.00	
0004518	00	CAPPEL AUTO SUPPLY INC						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0004518	00	CAPPEL AUTO SUPPLY INC						
2634-00-015788	PI3493		00	04/29/2020	051-5001-940.50-35	PO NUM 052100	171.18	
2634-00-016286	PI3494		00	04/29/2020	051-5205-580.50-35	PO NUM 052100	23.63	
2634-00-016328	PI3507		00	04/29/2020	051-5205-580.50-48	PO NUM 053565	274.95	
						VENDOR TOTAL *	469.76	
0000251	00	CB&I LLC						
374221336	#12	PI3537	00	04/29/2020	055-7105-502.60-58	PO NUM 049974		EFT: 249,062.27
						Progress payment on Egg-shaped digester at WWTP		
						VENDOR TOTAL *	.00	249,062.27
0002675	00	CENTURYLINK						
402D250414	0420	PI3381	00	04/29/2020	051-5001-922.50-53	PO NUM 052104	588.23	
402D250415	0420	PI3382	00	04/29/2020	051-5001-922.50-53	PO NUM 052104	588.23	
						VENDOR TOTAL *	1,176.46	
0005193	00	CONVERGINT TECHNOLOGIES LLC						
208053		PI3385	00	04/29/2020	051-5001-903.50-35	PO NUM 053207	2,019.07	
208053		PI3386	00	04/29/2020	051-5001-903.60-61	PO NUM 053207	537.11	
						VENDOR TOTAL *	2,556.18	
0004152	00	CORE & MAIN LP						
M123028		PI3499	00	04/29/2020	053-6205-583.50-35	PO NUM 053467	1,910.08	
M212568		PI3555	00	04/29/2020	053-6205-583.50-35	PO NUM 053467	1,321.93	
M192280		PI3506	00	04/29/2020	055-7105-502.50-35	PO NUM 053507	717.00	
						VENDOR TOTAL *	3,949.01	
0005100	00	COTTONWOOD WIND PROJECT LLC						
560128	MAR 20		00	04/29/2020	051-5105-555.50-00	Wind energy purchase		EFT: 321,797.93
						VENDOR TOTAL *	.00	321,797.93
0004480	00	CSI SOUTH SIDE PRESS						
26102		PI3574	00	04/29/2020	051-5001-903.50-31	PO NUM 053466	9,713.90	
						VENDOR TOTAL *	9,713.90	
0002897	00	DIERS INC						
6052989		PI3395	00	04/29/2020	055-7105-502.50-48	PO NUM 053546		EFT: 891.66
6052989		PI3396	00	04/29/2020	055-7105-502.60-59	PO NUM 053546		EFT: 890.49
						VENDOR TOTAL *	.00	1,782.15
0001313	00	DILLON CHEVROLET FREMONT INC, SID						
1TCS591366		PI3397	00	04/29/2020	053-6205-583.50-48	PO NUM 053566	255.77	
1TCS591366		PI3398	00	04/29/2020	053-6205-583.60-59	PO NUM 053566	268.00	
						VENDOR TOTAL *	523.77	
0001072	00	DODGE COUNTY TREASURER						
Aerial Trailer			00	04/29/2020	051-5001-950.80-50	2021 Felling Trailer Tax/	1,029.00	
						VENDOR TOTAL *	1,029.00	
9999999	00	DOUG & LUANNE RENTALS						
000048855	UT		00	04/29/2020	051-0000-143.00-00	MANUAL CHECK	921.61	

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
9999999	00	DOUG & LUANNE RENTALS						
						VENDOR TOTAL *	921.61	
0003087	00	EAKES OFFICE SOLUTIONS						
8004386-0		PI3374	00	04/29/2020	051-0000-154.00-00	PO NUM 053568	262.71	
8005026-0		PI3375	00	04/29/2020	051-0000-154.00-00	PO NUM 053575	52.94	
8001069-0		PI3556	00	04/29/2020	051-5001-940.50-35	PO NUM 053536	263.05	
						VENDOR TOTAL *	578.70	
0004150	00	EATON CORPORATION						
939406679		PI3388	00	04/29/2020	051-5105-502.50-35	PO NUM 053352	12,079.35	
						VENDOR TOTAL *	12,079.35	
0004551	00	ELEMETAL FABRICATION LLC						
104161		PI3490	00	04/29/2020	051-5001-940.50-35	PO NUM 052087	247.71	
16578		PI3491	00	04/29/2020	051-5001-940.50-35	PO NUM 052087	144.80	
104120		PI3489	00	04/29/2020	055-7105-502.50-48	PO NUM 052087	53.00	
						VENDOR TOTAL *	445.51	
0001091	00	EMANUEL PRINTING INC						
14376		PI3393	00	04/29/2020	051-5205-580.50-31	PO NUM 053495	119.91	
						VENDOR TOTAL *	119.91	
0002798	00	ENPRO INC						
6140146		PI3367	00	04/29/2020	051-0000-153.00-00	PO NUM 053347	110.09	
						VENDOR TOTAL *	110.09	
0004026	00	ENVIRONMENTAL ANALYSIS SOUTH INC						
155148		PI3495	00	04/29/2020	055-7105-502.60-59	PO NUM 053304	150.00	
155303		PI3496	00	04/29/2020	055-7105-502.60-59	PO NUM 053304	450.00	
155308		PI3551	00	04/29/2020	055-7105-502.60-59	PO NUM 053304	344.90	
						VENDOR TOTAL *	944.90	
0001729	00	FCX PERFORMANCE INC						
4553471		PI3420	00	04/29/2020	051-5105-502.50-35	PO NUM 053474	521.19	
4553476		PI3421	00	04/29/2020	051-5105-502.50-35	PO NUM 053474	726.57	
						VENDOR TOTAL *	1,247.76	
0004503	00	FLAGSHOOTER INC						
120106151		PI3572	00	04/29/2020	057-8205-870.50-35	PO NUM 053440	2,627.65	
120106151		PI3573	00	04/29/2020	057-8205-870.60-79	PO NUM 053440	204.25	
						VENDOR TOTAL *	2,831.90	
0001131	00	FREMONT TRIBUNE						
908293-1		PI3408	00	04/29/2020	051-5001-926.60-78	PO NUM 052097	303.05	
						VENDOR TOTAL *	303.05	
0001132	00	FREMONT WINNELSON CO						
345133 01		PI3467	00	04/29/2020	055-7105-502.50-35	PO NUM 052074	85.17	
						VENDOR TOTAL *	85.17	
0005211	00	GE STEAM POWER INC						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0005211	00	GE STEAM POWER INC						
95205143		PI3402	00	04/29/2020	051-0000-153.00-00	PO NUM 053486	EFT:	256.35
95205811		PI3482	00	04/29/2020	051-0000-153.00-00	PO NUM 053486	EFT:	230.26
						VENDOR TOTAL *	.00	486.61
0001143	00	GLASS HOUSE						
56396		PI3580	00	04/29/2020	051-5001-932.50-45	PO NUM 053005	13,950.00	
56396		PI3581	00	04/29/2020	051-5001-932.60-61	PO NUM 053005	1,540.00	
56407		PI3554	00	04/29/2020	051-5105-502.50-35	PO NUM 053396	43.34	
						VENDOR TOTAL *	15,533.34	
0002440	00	GOODWAY TECHNOLOGIES CORPORATION						
152587		PI3425	00	04/29/2020	051-5105-502.50-35	PO NUM 053543	EFT:	2,765.00
						VENDOR TOTAL *	.00	2,765.00
0005234	00	GOT IT COVERED CUSTOM POWDER						
329		PI3475	00	04/29/2020	051-5205-580.60-59	PO NUM 053557	374.50	
						VENDOR TOTAL *	374.50	
0004677	00	GOVCONNECTION INC						
57617536		PI3413	00	04/29/2020	051-5001-922.50-42	PO NUM 053222	EFT:	196.61
57626730		PI3414	00	04/29/2020	051-5001-922.50-42	PO NUM 053222	EFT:	589.84
57614471		PI3416	00	04/29/2020	051-5001-922.50-42	PO NUM 053328	EFT:	57.47
						VENDOR TOTAL *	.00	843.92
0001742	00	GRAINGER						
9505874231		PI3549	00	04/29/2020	051-5105-502.50-35	PO NUM 053048	EFT:	53.90
						VENDOR TOTAL *	.00	53.90
0001445	00	GRAYBAR ELECTRIC CO INC						
9315369675		PI3424	00	04/29/2020	051-5001-922.50-42	PO NUM 053515	1,232.76	
						VENDOR TOTAL *	1,232.76	
0004707	00	GREAT PLAINS COMMUNICATIONS INC						
9927040235	0420	PI3570	00	04/29/2020	051-5001-922.50-53	PO NUM 052213	163.00	
9927040235	0420	PI3571	00	04/29/2020	051-5001-922.60-65	PO NUM 052213	1,000.00	
						VENDOR TOTAL *	1,163.00	
0000602	00	GROEBNER & ASSOCIATES INC						
402285		PI3481	00	04/29/2020	057-0000-154.00-00	PO NUM 053454	EFT:	5,098.19
402285		PI3498	00	04/29/2020	057-8205-870.50-35	PO NUM 053454	EFT:	305.89
						VENDOR TOTAL *	.00	5,404.08
0003155	00	HACH COMPANY						
11904146		PI3497	00	04/29/2020	051-5105-502.50-52	PO NUM 053453	230.18	
11921244		PI3561	00	04/29/2020	051-5105-502.50-52	PO NUM 053586	730.25	
11921244		PI3562	00	04/29/2020	051-5105-502.60-79	PO NUM 053586	62.88	
						VENDOR TOTAL *	1,023.31	
0004419	00	HANSEN TIRE LLC						

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004419	00	HANSEN TIRE LLC						
27889		PI3531	00	04/29/2020	051-5105-502.50-48	PO NUM 053612	267.78	
27889		PI3532	00	04/29/2020	051-5105-502.60-59	PO NUM 053612	52.00	
27847		PI3511	00	04/29/2020	051-5205-580.60-59	PO NUM 052076	20.00	
27886		PI3512	00	04/29/2020	051-5205-580.50-48	PO NUM 052076	33.04	
27846		PI3509	00	04/29/2020	055-7105-502.50-48	PO NUM 052076	123.86	
27846		PI3510	00	04/29/2020	055-7105-502.60-59	PO NUM 052076	34.50	
						VENDOR TOTAL *	531.18	
0004469	00	HAYES MECHANICAL						
455326		PI3470	00	04/29/2020	051-5105-502.60-59	PO NUM 053215	762.30	
						VENDOR TOTAL *	762.30	
0002794	00	HDR ENGINEERING INC						
1200258288		PI3412	00	04/29/2020	051-5205-580.60-57	PO NUM 053194	EFT:	27,227.74
						VENDOR TOTAL *	.00	27,227.74
0004062	00	HOUSTON & ASSOCIATES LLC						
434		PI3522	00	04/29/2020	057-8205-870.60-61	PO NUM 052314	EFT:	2,500.00
						VENDOR TOTAL *	.00	2,500.00
0003878	00	HUPP ELECTRIC MOTORS INC						
297308		PI3535	00	04/29/2020	051-0000-153.00-00	PO NUM 053560	235.43	
						VENDOR TOTAL *	235.43	
0001833	00	INDUSTRIAL SALES CO INC						
1060670-000		PI3400	00	04/29/2020	057-0000-154.00-00	PO NUM 053427	1,289.56	
						VENDOR TOTAL *	1,289.56	
0003483	00	INTERSTATE CHEMICAL CO INC						
414049		PI3546	00	04/29/2020	051-5105-502.50-52	PO NUM 052576	4,452.53	
						VENDOR TOTAL *	4,452.53	
0004066	00	INTERSTATE INDUSTRIAL INSTR INC						
212744		PI3524	00	04/29/2020	053-6205-583.50-35	PO NUM 053059	287.13	
212744		PI3525	00	04/29/2020	053-6205-583.60-61	PO NUM 053059	171.20	
						VENDOR TOTAL *	458.33	
0004205	00	JCI INDUSTRIES INC						
8194007		PI3460	00	04/29/2020	051-0000-153.00-00	PO NUM 053204	2,486.79	
						VENDOR TOTAL *	2,486.79	
0001426	00	JEO CONSULTING GROUP INC						
115161		PI3404	00	04/29/2020	051-5105-502.60-61	PO NUM 051295	EFT:	8,200.00
						VENDOR TOTAL *	.00	8,200.00
0005021	00	JONES AUTOMOTIVE INC						
2-42605		PI3552	00	04/29/2020	053-6205-583.50-48	PO NUM 053305	1,575.82	
2-42605		PI3553	00	04/29/2020	053-6205-583.60-79	PO NUM 053305	133.75	
						VENDOR TOTAL *	1,709.57	
0003319	00	KANO LABORATORIES INC						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0003319	00	KANO LABORATORIES INC						
81920860		PI3418	00	04/29/2020	051-5105-502.50-35	PO NUM 053457	450.51	
81920860		PI3419	00	04/29/2020	051-5105-502.60-79	PO NUM 053457	27.35	
						VENDOR TOTAL *	477.86	
0004502	00	KEEP FREMONT BEAUTIFUL INC						
2020 MATCH		PI3564	00	04/29/2020	051-5001-919.60-65	PO NUM 053630	4,000.00	
						VENDOR TOTAL *	4,000.00	
9999999	00	KENNEDY, JOE						
042120	KENNEDY		00	04/29/2020	051-5105-548.50-04	J Kennedy/Sell 17 Panels	1,927.80	
						VENDOR TOTAL *	1,927.80	
0004708	00	KIMBALL MIDWEST						
7860896		PI3476	00	04/29/2020	051-5001-940.50-35	PO NUM 053567	426.71	
7868658		PI3563	00	04/29/2020	051-5001-940.50-35	PO NUM 053594	492.30	
						VENDOR TOTAL *	919.01	
0005001	00	KOONS GAS MEASUREMENT						
33191		PI3401	00	04/29/2020	057-0000-154.00-00	PO NUM 053441	7,925.63	
33191		PI3417	00	04/29/2020	057-8205-870.50-35	PO NUM 053441	271.95	
						VENDOR TOTAL *	8,197.58	
0002027	00	KRIHA FLUID POWER CO INC						
00403385		PI3403	00	04/29/2020	051-0000-153.00-00	PO NUM 053516	EFT:	2,094.63
00404569		PI3557	00	04/29/2020	051-5105-502.50-35	PO NUM 053550	EFT:	420.47
00404569		PI3558	00	04/29/2020	051-5105-502.60-79	PO NUM 053550	EFT:	16.04
						VENDOR TOTAL *	.00	2,531.14
0002654	00	LEAGUE ASSN OF RISK MANAGEMENT						
13932		PI3530	00	04/29/2020	051-5001-919.60-63	PO NUM 053603	1,103.06	
						VENDOR TOTAL *	1,103.06	
9999999	00	LEVERSEE, JENI						
000078557		UT	00	04/29/2020	051-0000-143.00-00	MANUAL CHECK	32.87	
						VENDOR TOTAL *	32.87	
9999999	00	LINARES NAJERA, GEOVANY						
000068309		UT	00	04/29/2020	051-0000-143.00-00	MANUAL CHECK	58.51	
						VENDOR TOTAL *	58.51	
9999999	00	LONGORIA, LINDA E						
000031783		UT	00	04/29/2020	051-0000-143.00-00	MANUAL CHECK	1,253.49	
						VENDOR TOTAL *	1,253.49	
0002052	00	MATHESON LINWELD						
51607696		PI3405	00	04/29/2020	051-5001-940.60-76	PO NUM 052080	EFT:	86.58
21515282		PI3409	00	04/29/2020	051-5105-502.50-35	PO NUM 052499	EFT:	608.30
21519733		PI3410	00	04/29/2020	051-5105-502.50-35	PO NUM 052499	EFT:	162.21
21524188		PI3411	00	04/29/2020	051-5105-502.50-35	PO NUM 052499	EFT:	243.32

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND- ISSUED AMOUNT
0002052	00	MATHESON LINWELD						
21519766		PI3513	00	04/29/2020	051-5105-502.50-35	PO NUM 052080		EFT: 104.67
51610475		PI3523	00	04/29/2020	051-5105-502.60-76	PO NUM 052499		EFT: 72.97
21545872		PI3545	00	04/29/2020	051-5105-502.50-35	PO NUM 052499		EFT: 324.42
51607696		PI3406	00	04/29/2020	051-5205-580.60-76	PO NUM 052080		EFT: 126.05
21519725		PI3541	00	04/29/2020	051-5205-580.50-35	PO NUM 052080		EFT: 171.57
51607696		PI3407	00	04/29/2020	057-8205-870.60-76	PO NUM 052080		EFT: 63.02
						VENDOR TOTAL *	.00	1,963.11
0002963	00	MCGILL ASBESTOS ABATEMENT LLC						
364		PI3415	00	04/29/2020	051-5105-502.60-61	PO NUM 053235	25,501.66	Removal and installation of insulation for the flow accelerated corrosion testing at LDW
						VENDOR TOTAL *	25,501.66	
0000667	00	MCMASTER-CARR SUPPLY CO						
37719269		PI3461	00	04/29/2020	051-0000-153.00-00	PO NUM 053527	98.69	
37812531		PI3463	00	04/29/2020	051-0000-153.00-00	PO NUM 053559	611.49	
37547289		PI3422	00	04/29/2020	051-5105-502.50-35	PO NUM 053499	133.36	
						VENDOR TOTAL *	843.54	
0001229	00	MENARDS - FREMONT						
90816		PI3566	00	04/29/2020	051-0000-154.00-00	PO NUM 053637	122.55	
90454		PI3438	00	04/29/2020	051-5001-940.50-35	PO NUM 052083	48.12	
90398		PI3480	00	04/29/2020	051-5001-932.50-35	PO NUM 053593	743.28	
90381		PI3515	00	04/29/2020	051-5001-940.50-35	PO NUM 052083	185.02	
90603		PI3516	00	04/29/2020	051-5001-940.50-35	PO NUM 052083	64.11	
90818		PI3569	00	04/29/2020	051-5001-940.50-35	PO NUM 052083	127.32	
90487		PI3468	00	04/29/2020	051-5105-502.50-35	PO NUM 052083	70.11	
90321		PI3514	00	04/29/2020	051-5105-502.50-35	PO NUM 052083	79.73	
90383		PI3436	00	04/29/2020	051-5205-580.50-35	PO NUM 052083	69.21	
90024		PI3435	00	04/29/2020	053-6205-583.50-35	PO NUM 052083	74.79	
90417		PI3437	00	04/29/2020	055-7105-502.50-35	PO NUM 052083	82.43	
90680		PI3517	00	04/29/2020	055-7105-502.50-35	PO NUM 052083	43.02	
89938		PI3434	00	04/29/2020	055-7205-583.50-35	PO NUM 052083	10.87	
						VENDOR TOTAL *	1,720.56	
0005165	01	METHODIST FREMONT HEALTH						
IN1295/4031		PI3521	00	04/29/2020	051-5001-926.60-61	PO NUM 052109	60.00	
						VENDOR TOTAL *	60.00	
0004442	00	MID-IOWA SOLID WASTE EQUIPMENT CO						
51792		PI3456	00	04/29/2020	055-7205-583.50-35	PO NUM 053485	400.00	
51792		PI3457	00	04/29/2020	055-7205-583.60-79	PO NUM 053485	36.20	
						VENDOR TOTAL *	436.20	
0003008	00	MIDWEST LABORATORIES INC						
987557		PI3433	00	04/29/2020	051-5105-502.60-61	PO NUM 046022	104.00	
987557		PI3450	00	04/29/2020	051-5105-502.60-61	PO NUM 053196	3,881.50	
987559		PI3440	00	04/29/2020	053-6105-502.60-54	PO NUM 052084	40.00	
987558		PI3439	00	04/29/2020	055-7105-502.60-54	PO NUM 052084	1,114.50	
						VENDOR TOTAL *	5,140.00	
0005209	00	MIDWEST REGION GAS TASK FORCE ASSN						

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005209 168	00	MIDWEST REGION GAS TASK FORCE ASSN PI3459	00	04/29/2020	057-8205-870.60-56	PO NUM 053600	21,210.94	NNG RATE CASE PARTICIPATION PAYMENT
VENDOR TOTAL *							21,210.94	
0004883 1486768 1487746	00	MISSISSIPPI LIME COMPANY	00	04/29/2020	051-0000-158.02-00	4/15/20 26.00 TN	EFT:	5,276.77
							EFT:	5,276.77
VENDOR TOTAL *							.00	10,553.54
0001486 NE01-534266 NE01-533641 NE01-533641	00	MOTION INDUSTRIES INC PI3536 PI3452 PI3453	00	04/29/2020	051-0000-153.00-00 051-5105-502.50-35 051-5105-502.60-79	PO NUM 053609 PO NUM 053388 PO NUM 053388	277.61 405.38 265.24	
VENDOR TOTAL *							948.23	
0002985 39612442 39506292 41496842	00	MSC INDUSTRIAL SUPPLY CO INC PI3431 PI3458 PI3479	00	04/29/2020	051-0000-154.00-00 051-5105-502.50-35 051-5105-502.50-35	PO NUM 053534 PO NUM 053526 PO NUM 053579	EFT: EFT: EFT:	119.06 31.64 246.66
VENDOR TOTAL *							.00	397.36
0005235 ACC-20-0234	00	NAVAJO TRANSITIONAL ENERGY CO*WIRE* PI3432	00	04/29/2020	051-0000-152.00-00	4/06/20	211,190.82	Coal purchase
VENDOR TOTAL *							211,190.82	
0003057 2020 KIRCHMANN 2020 PERRY K	00	NEBR DEPT OF ENVIRONMENT AND ENERGY PI3477 PI3478	00	04/29/2020	055-7105-502.60-67 055-7105-502.60-67	PO NUM 053576 PO NUM 053576	150.00 150.00	
VENDOR TOTAL *							300.00	
0003053 041520	00	NEBRASKA HEALTH & HUMAN SERV-LIHEAP PI3432	00	04/29/2020	051-5001-421.00-00	Energy Assistance Refund	380.00	
VENDOR TOTAL *							380.00	
0001473 INV378609	00	NMC INC PI3464	00	04/29/2020	051-5105-502.60-65	PO NUM 049517	333.45	
VENDOR TOTAL *							333.45	
0003334 23064	00	NOVATECH LLC PI3432	00	04/29/2020	051-5105-502.60-61	PO NUM 040823	EFT:	120.00
VENDOR TOTAL *							.00	120.00
0001020 0397-313433 0397-306260 0397-312142 0397-311645 0397-311648	00	O'REILLY AUTOMOTIVE INC PI3542 PI3441 PI3518 PI3528 PI3527	00	04/29/2020	051-5105-502.50-35 051-5205-580.50-48 053-6205-583.50-48 053-6205-583.50-48 057-8205-870.50-48	PO NUM 052085 PO NUM 052085 PO NUM 052085 PO NUM 053556 PO NUM 053555	106.85 187.23 44.94 498.18 467.22	
VENDOR TOTAL *							1,304.42	
0002888	00	OFFICENET						



VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0002888	00	OFFICENET						
933986-0		PI3448	00	04/29/2020	051-5001-932.50-41	PO NUM 052974	13,249.30	
						VENDOR TOTAL *	13,249.30	
0002946	00	OMAHA PUBLIC POWER DISTRICT						
7281943133	0420	PI3544	00	04/29/2020	055-7105-502.60-71	PO NUM 052424	EFT:	33.33
0128000051	0420	PI3543	00	04/29/2020	057-8205-870.60-61	PO NUM 052176	EFT:	96.84
						VENDOR TOTAL *	.00	130.17
0003566	00	POLYDYNE INC						
1443072		PI3428	00	04/29/2020	055-0000-154.00-00	PO NUM 053394	EFT:	4,167.02
1444554		PI3429	00	04/29/2020	055-0000-154.00-00	PO NUM 053394	EFT:	16,668.08
						VENDOR TOTAL *	.00	20,835.10
0004740	00	PREMIER STAFFING INC						
14699		PI3443	00	04/29/2020	051-5001-926.60-61	PO NUM 052099	120.00	
14721		PI3520	00	04/29/2020	051-5001-926.60-61	PO NUM 052099	200.00	
						VENDOR TOTAL *	320.00	
0004696	00	PRIME COMMUNICATIONS INC						
59885		PI3529	00	04/29/2020	051-5001-922.60-65	PO NUM 053592	7,338.06	
59743		PI3454	00	04/29/2020	053-6105-502.50-35	PO NUM 053428	2,892.74	
						VENDOR TOTAL *	10,230.80	
0004885	00	PRISM SMART SOLUTIONS						
1825		PI3444	00	04/29/2020	051-5001-932.60-65	PO NUM 052279	90.00	
						VENDOR TOTAL *	90.00	
0004939	00	RESCO						
779345-00		PI3533	00	04/29/2020	051-0000-154.00-00	PO NUM 053286	1,816.86	
779353-00		PI3534	00	04/29/2020	051-0000-154.00-00	PO NUM 053288	4,623.35	
						VENDOR TOTAL *	6,440.21	
0003790	00	RIEKES EQUIPMENT CO						
PSO016130-1		PI3550	00	04/29/2020	055-7105-502.50-35	PO NUM 053065	EFT:	123.50
SWO023178-1		PI3568	00	04/29/2020	055-7105-502.60-61	PO NUM 051241	EFT:	487.00
						VENDOR TOTAL *	.00	610.50
0004639	00	SAPP BROS INC						
23033298		PI3526	00	04/29/2020	055-7105-502.50-35	PO NUM 053487	2,866.50	
						VENDOR TOTAL *	2,866.50	
0005128	00	SCHLOSSER ENTERPRISES INC						
CLIP11633		PI3575	00	04/29/2020	051-5001-932.60-61	PO NUM 053492	EFT:	45.00
CLIP11633		PI3576	00	04/29/2020	053-6105-502.60-61	PO NUM 053492	EFT:	115.00
CLIP11633		PI3577	00	04/29/2020	055-7205-583.60-61	PO NUM 053492	EFT:	90.00
CLIP11633		PI3578	00	04/29/2020	057-8205-870.60-61	PO NUM 053492	EFT:	20.00
						VENDOR TOTAL *	.00	270.00
0003575	00	SCHWEITZER ENGINEERING LABS INC						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0003575	00	SCHWEITZER ENGINEERING LABS INC						
INV-000477322	PI3455		00	04/29/2020	051-5105-502.50-35	PO NUM 053460		
							EFT:	70.62
						VENDOR TOTAL *	.00	70.62
0004661	00	SCREENING ONE INC						
200300786	PI3519		00	04/29/2020	051-5001-926.60-61	PO NUM 052096	283.48	
						VENDOR TOTAL *	283.48	
0004989	00	SCS ENGINEERS						
0375559	PI3547		00	04/29/2020	051-5105-502.60-57	PO NUM 052814	900.00	
						VENDOR TOTAL *	900.00	
9999999	00	SHEETS, ALEX J						
000076279	UT		00	04/29/2020	051-0000-143.00-00	MANUAL CHECK	102.70	
						VENDOR TOTAL *	102.70	
0004652	00	SIEMENS INDUSTRY INC						
5603943148	PI3469		00	04/29/2020	051-5105-502.60-61	PO NUM 053140		EFT: 4,589.88
						VENDOR TOTAL *	.00	4,589.88
0001137	00	STEFFY CHRYSLER CENTER INC, GENE						
5072500	PI3492		00	04/29/2020	051-5001-940.50-48	PO NUM 052090	139.10	
						VENDOR TOTAL *	139.10	
0005183	00	SUPERION LLC - CENTRALSQUARE						
275717	PI3465		00	04/29/2020	051-5001-903.60-77	PO NUM 052023		EFT: 379.13
275717	PI3466		00	04/29/2020	051-5001-903.60-77	PO# 052023		EFT: 24.20
						VENDOR TOTAL *	.00	403.33
0005270	00	SWEETWATER INC						
PE .35A			00	04/29/2020	051-5205-580.60-77	SE Beltway Util Easement	6,158.00	
						VENDOR TOTAL *	6,158.00	
0004647	00	T SQUARE SUPPLY LLC						
27039	PI3442		00	04/29/2020	055-7105-502.50-35	PO NUM 052091	22.00	
						VENDOR TOTAL *	22.00	
0004888	00	THE FILTER SHOP INC						
136200	PI3423		00	04/29/2020	055-7105-502.50-35	PO NUM 053508	53.97	
						VENDOR TOTAL *	53.97	
0004344	00	THIELSCH ENGINEERING INC						
215043	PI3445		00	04/29/2020	051-5105-502.60-59	PO NUM 052597	60,900.00	Unit 8 Boiler life study CCR 2019-218
						VENDOR TOTAL *	60,900.00	
0004415	00	TRINITY CONSULTANTS INC						
1250661	PI3449		00	04/29/2020	051-5105-502.60-57	PO NUM 053089	2,047.50	
						VENDOR TOTAL *	2,047.50	
0003478	00	ULINE						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO			NO			AMOUNT
0003478	00	ULINE						
118847783		PI3559	00	04/29/2020	051-5001-940.50-35	PO NUM 053584	472.00	
118847783		PI3560	00	04/29/2020	051-5001-940.60-79	PO NUM 053584	68.70	
						VENDOR TOTAL *	540.70	
0003064	00	VOSS LIGHTING						
11108128-00		PI3430	00	04/29/2020	051-0000-154.00-00	PO NUM 053410	1,644.06	
						VENDOR TOTAL *	1,644.06	
0004562	00	W-S INDUSTRIAL SERVICES INC						
4187001		PI3451	00	04/29/2020	051-5105-502.60-59	PO NUM 053237	28,570.02	SANDBLASTING PRECIP AND PLATES
						VENDOR TOTAL *	28,570.02	
9999999	00	WADE, KELSEA & TRAVIS						
000064379		UT	00	04/29/2020	051-0000-143.00-00	MANUAL CHECK	101.83	
						VENDOR TOTAL *	101.83	
0004336	00	WATERLINK INC						
27517		PI3446	00	04/29/2020	051-5105-502.50-52	PO NUM 052845	736.97	
27517		PI3447	00	04/29/2020	051-5105-502.50-52	PO NUM 052845	2,061.98	
						VENDOR TOTAL *	2,798.95	
0005136	00	WEISS CONSTRUCTION CO LLC						
10045587 #22		PI3567	00	04/29/2020	055-7105-502.60-58	PO NUM 048410		WWTP ANAEROBIC LOGOONS AND GAS SCRUBBING SYSTEM EFT:
						VENDOR TOTAL *	.00	359,564.19
0000482	00	WESCO RECEIVABLES CORP						
461375		PI3473	00	04/29/2020	051-5205-580.50-35	PO NUM 053505		EFT: 128.40
462057		PI3474	00	04/29/2020	051-5205-580.50-35	PO NUM 053505		EFT: 652.70
						VENDOR TOTAL *	.00	781.10
0005256	00	WOLF, THOMAS A						
02032020		PI3565	00	04/29/2020	051-5001-919.60-50	PO NUM 053631	4,500.00	
						VENDOR TOTAL *	4,500.00	
						EFT/EPAY TOTAL ***		1,037,859.98
						TOTAL EXPENDITURES *****	641,662.31	1,037,859.98
						GRAND TOTAL *****		1,679,522.29

## STAFF REPORT

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

**FROM:** Jody Sanders, CPA, Director of Finance

**DATE:** April 28, 2020

**SUBJECT:** Auditor continuation

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**Recommendation:** Approve Resolution 2020-084 accepting the Fee Continuation proposal for professional auditor services through 2022 from BKD, LLP

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**Background:** The City engaged BKD, LLP in 2016 for four annual audits, with 2019 being the final year under that agreement. Looking to the next few years, the City will undoubtedly have single audit requirements, at least in 2020 from the 2019 flood event. It is important to have consistent, high quality, audit reports with few or no findings to maintain eligibility for federal and state grants. As the City has learned over the years, a change in auditors often results in differing professional opinions as to the accounting treatment of various transactions and balances, causing audit findings, including significant deficiencies. Accordingly, after discussions at a City Staff meeting with the Mayor and two City Councilmembers in attendance, I requested the City's auditing firm of BKD LLP present a proposal to continue services for another three years.

Auditing Standards recommend auditor rotation, or at least partner rotation every five years or so. Because of the size of the firm, the City has had two different partners and two different directors in the last four years. Only one member of the original team continues on the engagement, although she has been promoted to a more senior role.

**Fiscal Impact:** \$53,000 for the 2020 audit  
\$55,050 for the 2021 audit, assuming a single audit is required  
\$57,200 for the 2022 audit, assuming a single audit is required

The 2021 budget, to pay for the 2020 audit has \$50,000 for the General Audit and single audit, with the Keno attestation services budget of \$3,500.

The 2020 audit fee is 7.72 percent higher, but the increase levels out to less than four percent in the remaining two years. In reviewing audit fees of Nebraska cities of our size and complexity, the fees do appear to be reasonable.

April 15, 2020

Ms. Jody Sanders  
Director of Finance  
City of Fremont  
400 E. Military Ave.  
Fremont, NE 68025

Dear Ms. Sanders:

Thank you for the opportunity to present our fee quote for continued professional services to the City of Fremont ("the City"). We value our current relationship with you and are excited about the opportunity to continue to serve as your independent accountants. We believe our public sector industry expertise, coupled with our current understanding of your operations and personnel, makes us uniquely qualified to continue meeting your needs.

## Your Investment

BKD knows our clients do not like fee surprises, and neither do we. Our goal is to be candid and timely, and we strive to answer your questions about fees upfront. Our fees may increase if our duties or responsibilities change because of new rules, regulations or accounting standards. We will consult with you should this happen.

City of Fremont			
	2020	2021	2022
Financial Statement Audit	\$45,500	\$47,300	\$49,200
Compliance Audit in accordance with the Uniform Guidance	\$4,000	\$4,150	\$4,300
Keno Attestation Services	\$3,500	\$3,600	\$3,700

The fees above include travel costs, if any, and an administrative fee of four percent to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as computer processing, software licensing, research and library databases and other expense items.

Furthermore, our fees above are based on auditing a maximum of one major federal program each year. If additional major programs are required, our fees will increase by \$4,000 per additional major program.

We appreciate the opportunity to continue working on this important area of service for the City. I will call you soon to answer questions you may have about this fee proposal, or you may reach me at 402.473.7600 or by email at [clindner@bkd.com](mailto:clindner@bkd.com).

Sincerely,



Chris J. Lindner, CPA, CGFM  
Partner

## Why Choose BKD

### Delivering Value

It is important to monitor expenditures and receive exceptional value for your investments. However, informed consumers understand value is about more than just price. Value from a professional CPA and advisory firm is about the quality of the work and the merit of the advice. Expect BKD's work to be accurate and insightful. We stand behind it. Our Public Company Accounting Oversight Board (PCAOB) inspections and American Institute of CPAs (AICPA) peer reviews demonstrate the firm's record of excellence.

As evidenced by our inclusion in the **INSIDE Public Accounting** Best of the Best Firms list for the last nine years (as of August 2019), we also offer long-term consistency, exceptional performance and a national network of support and resources. BKD is large enough to help you address a variety of financial issues. At the same time, we pride ourselves on hard work and low overhead, which keep our fees competitive. With our reputation, size, service and experience, you can consider us a good value.



### Thought Leadership

BKD advisors are serious about reinforcing their positions as thought leaders in the industries they serve. To help keep you informed about emerging issues in your industry, as well as changes in regulations and accounting and tax methods, we provide **BKD Thoughtware**® webinars, seminars, tailored training sessions, podcasts and articles. Many of these are eligible for continuing professional education (CPE) credit.

### Unmatched Client Service®

You want trusted advisors who will deliver exceptional client service, focus on your needs and take the time to address your unique challenges. BKD understands. We take our commitment so seriously, we penned five standards of Unmatched Client Service and supporting guidelines in **The BKD Experience: Unmatched Client Service**, a book that articulates the firm's philosophy and sets expectations for serving clients. Those five standards are Integrity First, True Expertise, Professional Demeanor, Responsive Reliability and Principled Innovation.

# STAFF REPORT

TO: Utilities and Infrastructure Board  
FROM: Jeff Shanahan, Power Plant Superintendent  
DATE: April 28, 2020  
SUBJECT: Engineering Services for Affordable Clean Energy Rule Data Submittal

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Recommendation: Consider Engineering Firm for ACE Rule

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## **BACKGROUND:**

The Lon D. Wright Power Plant Unit 8 is required to comply with the Environmental Protection Agency (EPA) Affordable Clean Energy Rule (ACE). The Nebraska Department of Environment and Energy (NDEE) is responsible to submit a State Implementation Plan (SIP) to the EPA to ensure Nebraska compliance with the rule.

On February 19, 2020, NDEE called a meeting with the Nebraska Electric Generators to discuss the implementation of the ACE rule and the development of the Nebraska SIP.

On March 10, 2020, NDEE submitted a Request for Information (RFI) to all Nebraska Electric Generators to provide information to be compiled and submitted as part of the SIP.

April 10, 2020 a Request for Proposals was sent to various engineering firms to assist the City of Fremont with the following tasks:

- Task 1: Evaluate BSER Candidate Technologies
- Task 2: Evaluate Baseline Heat Rate and CO2 Emissions
- Task 3: Evaluate Potential Emissions Standards and Compliance Methods
- Task 4: Prepare Final Report
- Task 5: Assist with NDEE Request for Information

On April 21, 2020 LDW staff received four proposals for the tasks mentioned above. The table below represents the prices from the various engineering firms that offered proposals.

Task	RMB Consulting	KLJ Engineering	Designer Group USA	HDR Engineering	Black and Veatch	Burns and McDonnell
1			\$20,000	\$20,148	\$24,000	
2			\$20,000	\$11,283	\$5,000	
3			\$11,000	\$3,448	\$5,000	
4			\$6,000	\$10,827	\$10,000	
5			\$8,000	\$3,274	\$5,000	
Total	No Bid	No Bid	\$65,000	\$48,980	\$49,000	\$35,500

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 purchase agreement with Burns & McDonnell for Professional Engineering Services for the Affordable Clean Energy Rule Engineering in the amount of \$35,500

## **FISCAL IMPACT:**

FY 2019-2020 Budget Expenditure of \$35,500

# Contract

THIS CONTRACT AND AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF FREMONT, 400 East Military Avenue, Fremont, Nebraska 68025, hereinafter referred to as "Owner" and \_\_\_\_\_, and hereinafter referred to as "Contractor."

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the Parties agree as follows:

1. That the Contractor, for and in consideration of the sum of \$ \_\_\_\_\_ payable as set forth in terms, proposals, plans and conditions provided in Exhibit A and Exhibit B attached hereto and incorporated herein by reference and constituting a part of this Contract, hereby agrees to complete an evaluation of the seven BSER HRI technologies identified in the ACE Rule described for the Lon D. Wright Power Station.
2. Contract documents include the specifications, including the general conditions, supplementary conditions, technical specifications and the bid proposal.
3. The Contractor herein also agrees to pay all claims for materials, supplies, tools, fuels, lubricants, equipment, equipment rental, machinery, insurance premiums, and services used or consumed in the work by Contractor or any of its subcontractors, and for the payment of all laborers and mechanics for all labor performed in the work by Contractor or any of its subcontractors, and for all other claims filed against Contractor or any of its subcontractors in carrying out the provisions of this contract.
4. The Contractor agrees to pay the Unemployment Compensation Fund of the State of Nebraska the unemployment contributions and interest due under provisions of Nebraska Law (Section 48-601 to 48-669) on wages paid to individuals employed, and to comply with the conditions regarding Fair Employment Practices as contained in the Nebraska Statutes (Section 48-1101 through 48-1125) in the performance of this Contract.
5. The Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner. The Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
6. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working for the Contractor, any fee, commission, percentage,



brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of this Contract.

7. E-VERIFY. Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of its employees, agents, and/or contractors who are physically performing services under this Agreement within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee, agent, and/or contractor.

IT WITNESS WHEREOF, we, the contracting parties by our agents hereto affix our signatures and seals.

OWNER: City of Fremont

CONTRACTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS:

ATTEST: (Witness)

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: City Clerk, City of Fremont NE.

Title: \_\_\_\_\_

## **EXHIBIT A**

### **1. SCOPE OF SERVICES**

For the Project as defined in Exhibit B, Burns & McDonnell Engineering Company, Inc. (BMcD) will perform the services set forth in the above- referenced Letter, Proposal, or Agreement, in accordance with these Terms and Conditions. BMcD has relied upon the information provided by City of Fremont, (hereinafter referred to in Exhibit A as "Client") in the preparation of the Proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

### **2. PAYMENTS TO BMCD**

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in BMcD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by BMcD in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BMcD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMcD in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

### **3. INSURANCE**

A. During the course of performance of its services, BMcD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, Commercial General Liability with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate, and Automobile Liability insurance with combined single limit of \$1,000,000 per accident.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMcD as an Additional Insured or to endorse Client and BMcD using ISO forms CG 20 10 0704 & CG 20 37 0704 endorsements or their equivalents as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMcD in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMcD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and BMcD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance and self- insurance during and after the completion of BMcD's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide additional insured coverage and waivers of subrogation in favor of Client and BMcD for damage covered by any construction contractor's policies of insurance.

### **4. INDEMNIFICATION**

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BMcD from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and BMcD does not provide consulting services during construction including, but not limited to, on- site monitoring, site visits, site observation, shop drawing

review, and/or design clarifications, Client agrees to indemnify and hold harmless BMcD from any liability arising from this Project or Agreement, except to the extent caused by BMcD's negligence.

**5. PROFESSIONAL RESPONSIBILITY– LIMITATION OF REMEDIES**

A. BMcD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMcD fails to meet the foregoing standard, BMcD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMcD in writing within one year from the completion of BMcD's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

B. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility – Limitation of Remedies, are the sole and exclusive obligations of BMcD and remedies of Client, whether liability of BMcD is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

**6. PERIOD OF SERVICE AND SCHEDULE**

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMcD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BMcD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMcD's professional responsibility.

**7. COMPUTER PROGRAMS OR MODELS**

Any use, development, modification, or integration by BMcD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

**8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS**

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMcD's instruments of service. BMcD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMcD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

**9. DOCUMENTS**

A. All documents prepared by BMcD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMcD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMcD.

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

**10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS** Estimates, schedules, forecasts, and projections prepared by BMcD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions,

and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

#### **11. POLLUTION**

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

#### **12. ON-SITE SERVICES**

A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s)' failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMcD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMcD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMcD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMcD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

#### **13. CHANGES**

Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMcD.

#### **14. TERMINATION**

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMcD all amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

#### **15. DISPUTES, NEGOTIATIONS, MEDIATION**

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association and shall be held in Fremont, Nebraska.

C. The parties agree that any dispute between them, including any action against an officer, director

or employee of a party, arising out of or related to this Agreement, whether in contract or tort, not resolved through direct negotiation and mediation, shall be resolved by litigation in the state or federal courts located in the State of Nebraska and each party expressly consents to jurisdiction therein. Any litigation to compel or enforce, or otherwise affect the mediation shall be in state or federal courts located in the State of Nebraska, and each party expressly consents to jurisdiction therein.

**16. CONTROLLING LAW**

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Nebraska without regard to any conflicts of law provisions.

**17. RIGHTS AND BENEFITS – NO ASSIGNMENT**

BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

**18. ENTIRE CONTRACT**

These Terms and Conditions provided in the Contract, including Exhibit A and Exhibit B incorporated therein contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

**19. SEVERABILITY**

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

# EXHIBIT B



April 21, 2020

City of Fremont, NE  
c/o Jeff Shanahan, Power Plant Superintendent  
400 E. Military Ave  
Fremont, NE 68025

Re: Evaluation of the Seven BESR HRI technologies identified in the ACE Rule

Dear Mr. Shanahan:

Burns & McDonnell (BMcD) understands that like utilities and power producers across the country, the city of Fremont Nebraska (Fremont) is in the process of understanding and developing responses and action plans as required by the EPA's Affordable Clean Energy (ACE) Rule. Fremont requested a detailed evaluation of the seven Best System of Emission Reduction (BSER) heat rate improvements (HRI) technologies at its Lon D. Wright Power Station, Unit 8, in support of responding to the Nebraska Department of Environment and Energy (NDEE) request for information (RFI).

BMcD is excited to submit this proposal and begin partnering with Fremont. Our proven ACE Rule evaluation process requires close integration between BMcD and Fremont to navigate the complexities of the ACE Rule and comprehensively respond to the NDEE. BMcD is committed to supporting Fremont in this effort and anticipates utilizing internal resources and established processes, procedures, tools, and templates to align with Fremont's overall ACE compliance strategy.

Accordingly, BMcD provides the scope of services outlined below to evaluate the Lon D. Wright Power Station, Unit 8.

## **Project Kickoff Meeting and Administration**

BMcD will facilitate a kickoff meeting with the key project team members to review the project scope and establish communications protocol. This meeting will be scheduled within seven days of receiving Fremont's notice of project award and purchase order. This kickoff meeting will be held via conference call/Microsoft Teams, and has the following primary goals.

- ▶ Refine and finalize project goals, objectives, expectations, and schedule.
- ▶ Discuss and agree on key global assumptions, as required, to be used in the evaluation.
- ▶ Confirm specific work products and deliverables.
- ▶ Identify project-specific data requests to support the evaluation.



Mr. Jeff Shanahan, Power Plant Superintendent  
City of Fremont, Nebraska  
April 21, 2020  
Page 2

- ▶ Establish proper official and unofficial communication protocols
- ▶ Review any other administrative requirements for this evaluation.

BMcD will work closely with Fremont to form an integrated project team. Our key project team members will be in close communication with Fremont staff to discuss objectives, review preliminary work products and findings, and determine the overall direction of the effort. Regularly scheduled conference calls with members of the project team will be facilitated to discuss progress on the study and allow interaction with our staff for questions and a mutual exchange of information.

## Scope of Services

In accordance with Fremont RFP, BMcD proposes to complete the requested evaluation of the seven BSER HRI technologies identified in the ACE Rule described below for the Lon D. Wright Power Station.

1. Task 1: Evaluate BSER Candidate Technologies
  - a. BMcD will conduct a heat rate evaluation of the seven BSER technologies listed below and determine both the feasibility of each technology, and the feasibility of combinations of candidate technologies.
    - i. Neural network/intelligent sootblowers
    - ii. Boiler feed pumps
    - iii. Air heater leakage control
    - iv. Variable frequency drives
    - v. Blade path upgrades for steam turbines
    - vi. Redesign or replacement of economizer
    - vii. Improved O&M practices
  - b. BMcD will follow its proven ACE Rule evaluation process to identify feasible equipment upgrades and consider that Fremont implemented variable frequency drives on Lon D. Wright Power Station, Unit 8, as part of the baghouse/scrubber update in 2015/2016. The results shall contemplate heat rate variation across the anticipated operating load range and degradation over time. Further, the results shall be presented on both a gross and net basis and provide for comparison against the default range of heat rate improvement established in the ACE Rule. BMcD will thoroughly describe any appreciably differing results.
  - c. Our evaluation shall incorporate available vendor engineering data such that the results are accurate and reflective of each BSER candidate technology.
  - d. BMcD's shall provide AACE Class 5 estimates for all candidate technologies. For candidate technologies demonstrating technical feasibility BMcD will refine its cost



Mr. Jeff Shanahan, Power Plant Superintendent  
City of Fremont, Nebraska  
April 21, 2020  
Page 3

- estimates to AACE Class 4 basis. Finally, BMcD will perform an economic analysis that follow the EPA Air Pollution Control Cost Manual. If during our analysis applicability issues arise, BMcD will discuss them with Fremont and determine the most appropriate alternative that will still support Fremont's response to NDEE.
- e. BMcD's heat rate evaluation will also contemplate the potential for New Source Review and factor in the potential associated costs.
2. Task 2: Evaluate Baseline Heat Rate and CO<sub>2</sub> Emissions
    - a. BMcD's shall work closely with Fremont personnel to establish the current representative baseline standard of performance for unit heat rate and CO<sub>2</sub> emissions.
    - b. The current baseline shall consider both current and projected performance prior to the implementation of any candidate technology.
    - c. BMcD shall utilize hourly CEMS data as provided in the quarterly EDR files submitted to EPA and net generating data provided by the plant. In addition, BMcD shall provide recommendations for establishing the current baseline standard of performance using non-CEMS techniques such as reference method testing.
  3. Task 3: Evaluate Potential Emissions Standards and Compliance Methods
    - a. BMcD shall work closely with Fremont personnel to evaluate potential output based CO<sub>2</sub> emissions standards and compliance methods for the proposed candidate technology or combination of technologies identified as part of Tasks 1 & 2.
    - b. BMcD shall consider and describe potential compliance methods utilizing CEMS and reference method data.
  4. Task 4: Prepare Final Report
    - a. BMcD shall prepare a sectionalized report summarizing its findings under Tasks 1-3. Specific report contents as established in Fremont's RFP are as follows.
      - i. Methodologies and findings regarding the feasibility and estimated heat rate improvement of each of the seven BSER technologies reviewed.
      - ii. Recommendation for the candidate technology or combination of candidate technologies that should be implemented for Lon D. Wright, Unit 8.
      - iii. Justification as to why certain technologies were considered infeasible.
      - iv. Recommendation for a proposed performance standard and compliance method and associated technical justification.
  5. Task 5: Assist with NDEE Request for Information Response
    - a. In addition to the sectionalized report contemplated as part of Task 4, BMcD shall assist Fremont in preparing a formal response to the NDEE RFI. BMcD's specific assistance, as established in Fremont's RFP is as follows.





Mr. Jeff Shanahan, Power Plant Superintendent  
City of Fremont, Nebraska  
April 21, 2020  
Page 4

- i. Provide data and information based on the evaluation of candidate technologies under Task 1.
- ii. Address specific questions in the RFI regarding the merits of using the requested data to establish ad performance standard.
- iii. Provide recommendations for the source and quantity of each data type.
- iv. Provide comments of data quality that might affect the utility of the requested information.
- v. Provide recommendations for any material or data provided to NDEE that might be considered classified or confidential.
- vi. Review NDEE RFI submittal prior to submission.

## Schedule

BMcD can support the schedule Fremont included in its RFP and will complete the overall scope of services by September 4, 2020 in accordance with the following schedule.

1. Proposal Due	April 21, 2020 (10:00)
2. Fremont Recommendation to UIB	April 28, 2020
3. Fremont Recommendation to City Council	May 12, 2020
4. Fremont Notify Successful Bidder	May 13, 2020
5. Fremont Execute Agreement / PO	May 13, 2020
6. Project Kickoff Meeting	May 20, 2020 (NLT)
7. BMcD Submit Information Request to LDW	May 27, 2020
8. Fremont to Provide Requested Information	June 24, 2020 (NLT)
9. BMcD submit draft Report for Tasks 1-3	August 19, 2020
10. Fremont/BMcD Provide Draft NDEE Response	September 2, 2020
11. Submit Final Report & NDEE Response	September 4, 2020 (15:00)

## ACE Rule Experience

BMcD has performed and is currently engaged to perform ACE Rule evaluations for a total of seventeen (17) units throughout the United states. Due to client confidentiality, we cannot disclose location or contact information as requested in Fremont’s RFP, but would be more than happy to discuss general questions about our experience with your proposal evaluation team.



Mr. Jeff Shanahan, Power Plant Superintendent  
City of Fremont, Nebraska  
April 21, 2020  
Page 5

## Assumptions and Clarifications

1. Fremont will designate a person to act as Fremont's representative with respect to the services performed under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define Fremont's policies and decisions with respect to the evaluation.
2. Fremont will examine all studies, reports, sketches, cost opinions, and other documents presented by BMcD and render in writing decisions pertaining to the documents.
3. Fremont will provide information requested by BMcD in support of the project. An information request will be made by BMcD one week after the kick-off meeting and it is assumed that all requested information will be provided within four (4) weeks of the request. Delay in receipt of information may result in delaying completion and issuance of reports.
4. During periodic conference calls, anticipated to be at least bi-weekly with frequency and duration mutually agreed on during the kick-off meeting, BMcD will utilize web conferencing (via Microsoft Teams web conferencing applications or similar) to communicate and collaborate with Fremont team members. Information transmitted to Fremont by BMcD will be in PDF format or Microsoft Office associated format.
5. BMcD's proposal is based on the attached terms and conditions.

## Commercial

BMcD proposes to complete the Scope of Services detailed herein for a lump sum price of \$35,500. This lump sum price reflects the scope of services described herein and is inclusive of all labor and non-travel related expenses necessary for execution of the scope of services.

We appreciate the opportunity to provide our proposal for these services and look forward to working with Fremont. If you have any questions or comments on this proposal, please do not hesitate to contact Mike Boyd at (816) 823-7074 or [mboyd@burnsmcd.com](mailto:mboyd@burnsmcd.com) or Justin Schnegelberger at (816) 822-3434 or [jschnegelberger@burnsmcd.com](mailto:jschnegelberger@burnsmcd.com). We look forward to your response.



Mr. Jeff Shanahan, Power Plant Superintendent  
City of Fremont, Nebraska  
April 21, 2020  
Page 6

Sincerely,

A handwritten signature in black ink, appearing to read "Justin Schnegelberger".

Justin Schnegelberger  
Manager – Development Engineering

Cc: Mike Boyd

**Attachments**

Project Team Resumes  
City of Fremont ACE Rule Evaluation Terms

## STAFF REPORT

**TO:** Honorable Mayor and City Council  
**FROM:** Troy Schaben, Assistant City Administrator - Utilities  
**DATE:** April 28, 2020  
**SUBJECT:** Wastewater Engineering Agreement

<b>Recommendation:</b> Approve Resolution 2020-094 authorizing the Mayor to sign the agreement
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### Background:

Wholestone Cooperative Farms (WholeStone) is proposing to invest \$300,000,000 to expand the plant, upgrade portions of the plant, and build new facilities to the plant including a City required dissolved air flotation (DAF) system to remove oil and grease. Their expansion will generate additional wastewater volume causing the City to make additional improvements to the Wastewater Treatment Plant, specifically adding another basin and possibly two additional anaerobic lagoons. The City is requiring WholeStone to make a significant contribution in aid of construction (CIAC) to pay for their portion of the improvements.

At the March 31, 2020, the City Council approved Resolution 2020-072 that authorized the Mayor to execute an agreement with Wholestone for CIAC charges related to Wholestone's share of the improvements to the City's wastewater treatment facilities. This agreement requires Wholestone to pay 50%, capped at \$1.75 million, of the engineering costs the City will occur to engineer the requirement improvements.

The UIB Board will consider this matter at the April 28, 2020, but due to the urgency of the matter, staff is bringing the item to City Council on the same day.

**Fiscal Impact:** Wholestone to reimburse the City 50%, capped at \$1.75 million for engineering costs.











Backup for Agenda Item #9 will be provided at the Utility and Infrastructure Board Meeting.