UTILITY & INFRASTRUCTURE BOARD

May 12, 2020 - 4:00 P.M.
Fremont Municipal Building, 2nd Floor Conference Room
400 East Military, Fremont, Nebraska (attendance is limited) and Zoom

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Topic: Utility and Infrastructure Board Meeting
Time: May 12, 2020 04:00 PM Central Time (US and Canada)

Join Zoom Meeting
https://zoom.us/j/99734553400

Meeting ID: 997 3455 3400
One tap mobile
+16699009128,,99734553400# US (San Jose)
+12532158782,,99734553400# US (Tacoma)

Dial by your location
+1 669 900 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Germantown)
+1 312 626 6799 US (Chicago)
Meeting ID: 997 3455 3400
Find your local number: https://zoom.us/u/ahRfI7LEF

Telephone Audio Information

Call: +1 301 715 8592 US
Enter Meeting ID: **997 3455 3400**
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 May 11, 2020.

UTILITY & INFRASTRUCTURE BOARD

May 12, 2020 - 4:00 P.M.
Fremont Municipal Building, 2nd 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 28, 2020.

4. Consider Accounts Payable through May 12, 2020.

REGULAR AGENDA:

5. Receive Quarterly Financial Statements.

6. Consider One-Year Lease Agreement with Nebraska Machinery for a Caterpillar Compact Track Loader, Model 259D3.

7. Consider Industrial Track Agreement with Union Pacific for Coal Delivery to Lon D. Wright Power Plant.

8. Consider Bid from MH Equipment for Forklift to be used at the Warehouse.

9. Consider Bid for Fremont Municipal Building Elevator Project.

10. Consider Revisions to Fremont Municipal Code Section 3-103 for Water Connection Services.

11. Consider Revisions to Fremont Municipal Code Section 3-231 for Wastewater Connection Services.

12. Consider Amendment No. 1 to the Reimbursement and Indemnification Agreement with WholeStone Farms for Engineering Design Services for Substation H.

13. City Administrator Update (no board action is requested).
    a. Covid-19 Update and Delivery of Services
    b. Wastewater Treatment Plant Update

14. Adjournment

The agenda was posted at the Municipal Building on May 8, 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
APRIL 28, 2020 - 4:00 P.M.

A meeting of the Utility and Infrastructure Board was held on April 28, 2020 at 4:00 p.m. in the 2nd 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 24, 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. Others in attendance included Brian Newton, City Administrator; Troy Schaben, Asst City Admin – Utility; Jody Sanders, Finance Dir.; Lottie Mitchell, Exec. Assist; Dave Goedeken, Pub Wrks Dir.; Al Kaspar, Dir. Elec. Engin.; Jeff Shanahan, Power Plant Supt.; and Keith Kontor; Water/Sewer/WWTP Supt.

CONSENT AGENDA
Moved by Member Shelso and seconded by Member Bolton to approve items 3 and 4 (Minutes from April 14, 2020 and Accounts Payable through April 28, 2020. Ayes: Sawtelle, Bolton, Vering, Wiese and Shelso. Motion carried 5-0.

CONSIDER FEE CONTINUATION PROPOSAL FOR PROFESSIONAL AUDITOR SERVICES THROUGH 2022 FROM BKD, LLP.
Sanders gave overview. Moved by Member Vering and seconded by Member Wiese to recommend City Council approve proposal for professional auditor services through 2022 from BKD, LLP. Ayes: Sawtelle, Bolton, Vering, Wiese and Shelso. Motion carried 5-0.

CONSIDER PROPOSAL FOR ENGINEERING FIRM TO ASSIST LON D. WRIGHT POWER PLANT WITH COMPLIANCE REQUIREMENTS FOR THE AFFORDABLE CLEAN ENERGY RULE FOR UNIT 8.
Shanahan gave overview. Moved by Member Bolton and seconded by Member Vering to recommend City Council approve bid from Burns and McDonnell for professional engineering services for the Affordable Clean Energy Rule Engineering in the amount of $35,000. Ayes: Sawtelle, Bolton, Vering, Wiese and Shelso. Motion carried 5-0.

CONSIDER WASTEWATER ENGINEERING AGREEMENT FOR WHOLESTONE FARMS.
Schaben gave overview. Moved by Member Vering and seconded by Member Bolton to recommend City Council to authorize execution of the agreement with WholeStone Farms, Inc. for Wastewater Engineering. Ayes: Sawtelle, Bolton, Vering, Wiese and Shelso. Motion carried 5-0.

CONSIDER BID FOR INSTALLATION OF WATER MAIN ENCASING FOR AREAS AFFECTED BY THE SOUTHEAST BELTWAY PROJECT.
Schaben gave overview. Moved by Member Shelso and seconded by Member Wiese to recommend City Council approve bid for water main encasement for areas affected by the Southeast Beltway from Thompson Construction in the amount of $896,800.00. Ayes:

Agenda Item #3

Sawtelle, Bolton, Vering, Wiese and Shelso. Motion carried 5-0.

CONSIDER BID FOR INSTALLATION OF ELECTRICAL CONDUITS FOR AREAS AFFECTED BY THE SOUTHEST BELTWAY.
Kaspar gave overview. Moved by Member Bolton and seconded by member Wiese to recommend City Council approve bid for installation of electrical conduit for areas affected by the Southeast Beltway from Wiese Plumbing & Excavating in the amount of $125,404.25. 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 Bolton and seconded by Member Vering to adjourn at 4:32 p.m. Ayes: Sawtelle, Vering, Wiese, Bolton and Shelso. 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: May 12, 2020

SUBJECT: Claims

Recommendation: Move to approve April 29 through May 12, 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 May14, 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 **$ 2,893,681.48**

Agenda Item #4

PREPARED 04/27/2020 9:32:09 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 04272020 ANDERSEND
PAYMENT TYPES
Checks . . . . . Y
EFTs . . . . . Y
ePayables . . . . . Y
VOUCHER SELECTION CRITERIA
Voucher/discount due date 04/27/2020
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 04/27/2020

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
0004597	00	BP CANADA ENERGY MARKETING *WIRE*							
21059794	MAR'20			00	04/27/2020	057-8205-807.50-02		220,284.85	Natural Gas purchase
21063432	MAR'20			00	04/27/2020	057-8205-807.50-02	Overrun Cr on Contract	5,523.98-	
							VENDOR TOTAL *	214,760.87	
0002946	00	OMAHA PUBLIC POWER DISTRICT							
2462853776	0420			00	04/27/2020	051-5105-502.60-65	SPP Marketing Agency Serv	EFT:	5,265.00
1115740525	0420			00	04/27/2020	051-5305-560.60-76	Apr 2020 Transmission	EFT:	4,477.94
							VENDOR TOTAL *	.00	9,742.94
0003109	00	UPS							
5E9752170				00	04/27/2020	051-5001-940.60-79	04/25/20 Serv Chrg Share	7.75	
5E9752170				00	04/27/2020	051-5001-940.60-79	04/25/20 Serv Chrg Share	7.75	
5E9752170				00	04/27/2020	051-5105-502.60-79	Opacity Certification Srv	22.76	
5E9752170				00	04/27/2020	051-5105-502.60-79	Action Turbine	23.26	
5E9752170				00	04/27/2020	053-6105-502.50-23	Water Samples	82.39	
5E9752170				00	04/27/2020	055-7105-502.60-79	Hach	58.10	
5E9752170				00	04/27/2020	055-7205-583.60-79	Essex Engineering Corp	15.45	
							VENDOR TOTAL *	217.46	
							EFT/EPAY TOTAL ***		9,742.94
							TOTAL EXPENDITURES ****	214,978.33	9,742.94
							GRAND TOTAL **********		224,721.27

Agenda Item #4

PREPARED 04/30/2020 7:43:13 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 04302020 ANDERSEND

PAYMENT TYPES
- Checks . . . . . Y
- EFTs . . . . . Y
- ePayables . . . . . Y

VOUCHER SELECTION CRITERIA
- Voucher/discount due date 04/30/2020
- 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 04/30/2020

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							
20200430		PR0430		00	04/30/2020	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	122,119.43
							VENDOR TOTAL *	.00	122,119.43
0001964	00	IBEW LOCAL UNION 1536							
20200402		PR0402		00	04/30/2020	051-0000-241.00-00	PAYROLL SUMMARY	1,819.75	
20200416		PR0416		00	04/30/2020	051-0000-241.00-00	PAYROLL SUMMARY	1,819.75	
							VENDOR TOTAL *	3,639.50	
0004192	00	PAYROLL EFT DEDUCTIONS							
20200430		PR0430		00	04/30/2020	051-0000-241.00-00	PAYROLL SUMMARY	172,753.67	
							VENDOR TOTAL *	172,753.67	
							EFT/EPAY TOTAL ***		122,119.43
							TOTAL EXPENDITURES ****	176,393.17	122,119.43
							GRAND TOTAL **********		298,512.60

Account Number	Employee Name	Social Security	Deposit Amount

Final Total 277,502.51 Count 170

Agenda Item #4

PREPARED 05/04/2020 9:37:26 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 05042020 ANDERSEND
PAYMENT TYPES
Checks . . . . . Y
EFTs . . . . . Y
ePayables . . . . . Y
VOUCHER SELECTION CRITERIA
Voucher/discount due date 05/04/2020
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 2020/08
Payment date 05/04/2020

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							
5E9752180				00	05/04/2020	051-5001-940.60-79	05/02/20 Serv Chrg Share	7.75	
5E9752180				00	05/04/2020	051-5001-940.60-79	05/02/20 Serv Chrg Share	7.75	
5E9752180				00	05/04/2020	051-5105-502.60-79	Process Measurement Co	10.16	
5E9752180				00	05/04/2020	051-5105-502.60-79	Torcup	77.45	
5E9752180				00	05/04/2020	051-5105-502.60-79	Alicat Scientific	11.55	
5E9752180				00	05/04/2020	055-7105-502.60-79	Hach	59.55	
5E9752180				00	05/04/2020	055-7105-502.60-79	Acme Controls	25.06	
							VENDOR TOTAL *	199.27	
							TOTAL EXPENDITURES ****	199.27	
							GRAND TOTAL **********		199.27

DEPARTMENT OF UTILITIES
ELECTRONIC WITHDRAWAL LIST

FOR UTILITIES AND INFRASTRUCTURE BOARD MEETING: 5/12/20

AJ GROUP NO	VENDOR NAME	WITHDRAWAL DATE	ACCOUNT NO	ITEM DESCRIPTION	WITHDRAWAL AMOUNT
7024	TSYS MERCHANT SOLUTIONS	05/05/20	051-5001-903-60-77	CREDIT CARD FEES	2,270.12
7024	TSYS MERCHANT SOLUTIONS	05/05/20	051-5001-903-60-77	CREDIT CARD FEES	11,579.48
7023	VANTIV	05/05/20	051-5001-903-60-77	KIOSK CREDIT CARD FEES	17.80
				TOTAL EXPENDITURES	13,867.40

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	4/2020

Reference No.: 01B005856534
Date Filed: Wed, May 06, 2020 10:03:26 AM
Scheduled Payment Amount: 241,500.35
Scheduled Payment Date: Wed, May 13, 2020

27753

Due Date: 05/20/2020

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	5,809,887.00
2	Net Nebraska taxable sales		2	3,219,091.00
3	Nebraska sales tax (line 2 multiplied by .055)		3	177,050.01
4	Nebraska use tax	4 20,810.94		
5	Local use tax from Nebraska Schedule I	5 5,675.71		
6	Local sales tax from Nebraska Schedule I		6	38,038.69
7	Total Nebraska and local sales tax (line 3 plus line 6)		7	215,088.70
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	215,013.70
10	Total Nebraska and local use tax (line 4 plus line 5)		10	26,486.65
11	Total Nebraska and local sales and use tax due (line 9 plus line 10)		11	241,500.35
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	241,500.35

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 April 2020

Sales Tax Payable	051-0000-236-0000	$ 215,088.68
Use Tax	051-0000-236-0100	$ 24,726.09
	053-0000-236-0100	$ 19.15
	057-0000-236-0100	$ 1,741.41

Collection Fee	051-5001-421-0000	$ 74.98
Cash/Total Due	051-0000-131-0000	$ 239,739.79
	053-0000-131-0000	$ [illegible]
	057-0000-131-0000	$ 1,741.41

Agenda Item #4

PREPARED 05/07/2020 11:44:02 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 05072020 ANDERSEND
PAYMENT TYPES
Checks . . . . . Y
EFTs . . . . . Y
ePayables . . . . . Y
VOUCHER SELECTION CRITERIA
Voucher/discount due date 05/13/2020
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 2020/08
Payment date 05/13/2020

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
0001655	00	A & L HYDRAULICS INC							
00021154		PI3750		00	05/13/2020	051-5205-580.50-35	PO NUM 053725	506.04	
							VENDOR TOTAL *	506.04	
0000957	00	AAA GARAGE DOOR INC							
8813789		PI3616		00	05/13/2020	051-5001-940.50-35	PO NUM 053652	10.00	
8813789		PI3617		00	05/13/2020	051-5001-940.60-61	PO NUM 053652	323.00	
							VENDOR TOTAL *	333.00	
0005098	00	ACCESS SYSTEMS							
INV866278		PI3606		00	05/13/2020	051-5001-922.60-65	PO NUM 053038	5,423.35	
							VENDOR TOTAL *	5,423.35	
0000959	00	ACE HARDWARE							
118343/3		PI3693		00	05/13/2020	051-5205-580.50-35	PO NUM 052066	24.60	
							VENDOR TOTAL *	24.60	
0004276	00	AIRGAS USA LLC							
9100036663		PI3608		00	05/13/2020	051-5105-502.50-35	PO NUM 053382	EFT:	365.46
9100036663		PI3609		00	05/13/2020	051-5105-502.60-79	PO NUM 053382	EFT:	231.25
9100362921		PI3698		00	05/13/2020	051-5105-502.50-35	PO NUM 053423	EFT:	2,862.66
9100402313		PI3699		00	05/13/2020	051-5105-502.50-35	PO NUM 053423	EFT:	307.38
							VENDOR TOTAL *	.00	3,766.75
0002612	00	ALTEC INDUSTRIES INC							
50570614		PI3706		00	05/13/2020	051-5205-580.50-48	PO NUM 053695	152.07	
50570614		PI3707		00	05/13/2020	051-5205-580.60-59	PO NUM 053695	892.21	
50570614		PI3708		00	05/13/2020	051-5205-580.60-79	PO NUM 053695	13.91	
							VENDOR TOTAL *	1,058.19	
0003973	00	AMAZON CAPITAL SERVICES INC							
1LPXXLFY6NRQ		PI3610		00	05/13/2020	051-5001-922.50-42	PO NUM 053414	EFT:	314.85
							VENDOR TOTAL *	.00	314.85
0004585	00	AMERICAN BROADBAND INTERNET							
51262 0520		PI3800		00	05/13/2020	051-5001-922.50-53	PO NUM 052211	439.40	
							VENDOR TOTAL *	439.40	
0004587	00	AMERICAN UNDERGROUND SUPPLY LLC							
89311		PI3695		00	05/13/2020	055-7105-502.50-35	PO NUM 052132	15.77	
							VENDOR TOTAL *	15.77	
9999999	00	ANDERSON, ERIKA N							
000079687		UT		00	05/06/2020	051-0000-143.00-00	MANUAL CHECK	128.70	
							VENDOR TOTAL *	128.70	
0005139	00	AON RISK SERVICES CENTRAL INC							
9500000154211				00	05/13/2020	051-0000-165.00-00	Broker Fee 5/1/20-4/16/21	EFT:	11,148.89
9500000154211				00	05/13/2020	051-5001-905.60-63	Broker Fee 4/16-4/30/20	EFT:	451.11
9500000154211				00	05/13/2020	053-0000-165.00-00	Broker Fee 5/1/20-4/16/21	EFT:	4,180.83

Agenda Item #4

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
0005139	00	AON RISK SERVICES CENTRAL INC							
9500000154211				00	05/13/2020	053-6001-905.60-63	Broker Fee 4/16-4/30/20	EFT:	169.17
9500000154211				00	05/13/2020	055-0000-165.00-00	Broker Fee 5/1/20-4/16/21	EFT:	4,180.83
9500000154211				00	05/13/2020	055-7001-905.60-63	Broker Fee 4/16-4/30/20	EFT:	169.17
9500000154211				00	05/13/2020	057-0000-165.00-00	Broker Fee 5/1/20-4/16/21	EFT:	8,361.67
9500000154211				00	05/13/2020	057-8001-905.60-63	Broker Fee 4/16-4/30/20	EFT:	338.33
							VENDOR TOTAL *	.00	29,000.00
0005199	00	APX INC							
10972		PI3862		00	05/13/2020	051-5105-502.60-61	PO NUM 053163	EFT:	158.29
							VENDOR TOTAL *	.00	158.29
0002869	00	AQUA-CHEM INC							
00193175		PI3696		00	05/13/2020	053-6105-502.50-52	PO NUM 052239	2,180.00	
00193176		PI3747		00	05/13/2020	055-7105-502.50-52	PO NUM 053684	1,776.00	
00193176		PI3748		00	05/13/2020	055-7105-502.50-52	PO NUM 053706	790.25	
							VENDOR TOTAL *	4,746.25	
0002637	00	BABCOCK & WILCOX CO (DIAMOND POWER)							
558778		PI3691		00	05/13/2020	051-0000-153.00-00	PO NUM 053512	1,427.62	
							VENDOR TOTAL *	1,427.62	
0003660	00	BAUER BUILT INC							
880074800		PI3590		00	05/13/2020	053-6205-583.60-59	PO NUM 052067	78.00	
							VENDOR TOTAL *	78.00	
0004380	00	BENETECH INC							
113626		PI3614		00	05/13/2020	051-5105-502.50-35	PO NUM 053552	445.09	
113642		PI3741		00	05/13/2020	051-5105-502.50-35	PO NUM 053510	1,980.00	
113642		PI3742		00	05/13/2020	051-5105-502.60-79	PO NUM 053510	399.23	
							VENDOR TOTAL *	2,824.32	
9999999	00	BENNINGFIELD, BILLY M							
000079167		UT		00	05/06/2020	051-0000-143.00-00	MANUAL CHECK	108.15	
							VENDOR TOTAL *	108.15	
0003545	00	BOMGAARS SUPPLY INC							
16525303		PI3784		00	05/13/2020	051-5001-940.50-35	PO NUM 052068	26.91	
16522502		PI3694		00	05/13/2020	051-5105-502.50-35	PO NUM 052068	52.38	
							VENDOR TOTAL *	79.29	
0002902	00	BORDER STATES / KRIZ-DAVIS							
919857408		PI3584		00	05/13/2020	051-0000-154.00-00	PO NUM 053533	EFT:	868.63
919857409		PI3585		00	05/13/2020	051-0000-154.00-00	PO NUM 053558	EFT:	381.77
919857406		PI3586		00	05/13/2020	051-0000-154.00-00	PO NUM 053602	EFT:	866.70
919857407		PI3587		00	05/13/2020	051-0000-154.00-00	PO NUM 053617	EFT:	162.17
919857410		PI3588		00	05/13/2020	051-0000-154.00-00	PO NUM 053648	EFT:	430.68
919857412		PI3589		00	05/13/2020	051-0000-154.00-00	PO NUM 053653	EFT:	372.87
919889586		PI3730		00	05/13/2020	051-0000-154.00-00	PO NUM 053317	EFT:	396.44
919898380		PI3779		00	05/13/2020	051-0000-154.00-00	PO NUM 053437 Inventory order of cable & duck for street lights	EFT:	20,116.00

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
0002902	00	BORDER STATES / KRIZ-DAVIS							
919889585		PI3781		00	05/13/2020	051-0000-154.00-00	PO NUM 053617	EFT:	1,189.24
919905235		PI3782		00	05/13/2020	051-0000-159.00-00	PO NUM 053661	EFT:	546.41
919905236		PI3783		00	05/13/2020	051-0000-154.00-00	PO NUM 053675	EFT:	214.00
919905233		PI3849		00	05/13/2020	051-0000-154.00-00	PO NUM 053653	EFT:	175.51
919889584		PI3804		00	05/13/2020	051-5001-940.50-35	PO NUM 053598	EFT:	395.22
919905232		PI3867		00	05/13/2020	051-5001-940.50-35	PO NUM 053616	EFT:	1,380.15
919905232		PI3868		00	05/13/2020	051-5001-940.60-79	PO NUM 053616	EFT:	228.76
919860639		PI3791		00	05/13/2020	051-5105-502.50-35	PO NUM 052078	EFT:	171.71
919857411		PI3605		00	05/13/2020	051-5205-580.50-35	PO NUM 052871	EFT:	229.13
919905234		PI3802		00	05/13/2020	051-5205-580.50-35	PO NUM 052555	EFT:	58.02
919830273		PI3591		00	05/13/2020	055-7105-502.50-35	PO NUM 052078	EFT:	41.90
919851842		PI3592		00	05/13/2020	055-7105-502.50-35	PO NUM 052078	EFT:	65.63
919852223		PI3593		00	05/13/2020	055-7105-502.50-35	PO NUM 052078	EFT:	1.56
919857413		PI3618		00	05/13/2020	055-7105-502.50-35	PO NUM 053690	EFT:	946.62
919901217		PI3792		00	05/13/2020	055-7105-502.50-35	PO NUM 052078	EFT:	95.90
							VENDOR TOTAL *	.00	29,335.02
0004810	00	BRANDSAFWAY SOLUTIONS LLC							
731-D005839		PI3612		00	05/13/2020	051-5105-502.60-61	PO NUM 053542	2,062.96	
731-D005839		PI3613		00	05/13/2020	051-5105-502.60-61	PO NUM 053542	2,062.96	
							VENDOR TOTAL *	4,125.92	
0005266	00	CAMPBELL COUNTY HEALTH							
13339		PI3870		00	05/13/2020	051-5001-926.60-61	PO NUM 053714	115.00	
							VENDOR TOTAL *	115.00	
0004518	00	CAPPEL AUTO SUPPLY INC							
2634-00-016338		PI3594		00	05/13/2020	051-5001-940.50-35	PO NUM 052100	9.83	
2634-00-017122		PI3598		00	05/13/2020	051-5001-940.50-35	PO NUM 052100	232.95	
2634-00-017086		PI3794		00	05/13/2020	051-5001-940.50-35	PO NUM 052100	215.22	
2634-00-017149		PI3795		00	05/13/2020	051-5001-940.50-48	PO NUM 052100	77.03	
2634-00-017447		PI3797		00	05/13/2020	051-5001-940.50-35	PO NUM 052100	129.43	
2634-00-017206		PI3705		00	05/13/2020	051-5105-502.50-35	PO NUM 053673	453.27	
2634-00-016568		PI3615		00	05/13/2020	051-5205-580.50-48	PO NUM 053582	396.50	
2634-00-017299		PI3796		00	05/13/2020	051-5205-580.50-48	PO NUM 052100	243.90	
2634-00-017634		PI3799		00	05/13/2020	051-5205-580.50-48	PO NUM 052100	114.13	
2634-00-016622		PI3595		00	05/13/2020	053-6205-583.50-48	PO NUM 052100	173.51	
2634-00-017101		PI3596		00	05/13/2020	053-6205-583.50-48	PO NUM 052100	61.08	
2634-00-017596		PI3798		00	05/13/2020	053-6205-583.50-48	PO NUM 052100	58.03	
2634-00-017121		PI3597		00	05/13/2020	055-7205-583.50-48	PO NUM 052100	102.99	
							VENDOR TOTAL *	2,267.87	
9999999	00	CARRIERE, ANDREW							
000078985		UT		00	05/06/2020	051-0000-143.00-00	MANUAL CHECK	94.96	
							VENDOR TOTAL *	94.96	
0000584	00	CEI							
May 20 WC				00	05/13/2020	051-5001-919.20-29	May 2020 Workers Comp	EFT:	31,250.00
							VENDOR TOTAL *	.00	31,250.00
0004615	00	CENTRAL PLAINS ENERGY PROJECT*WIRE*							

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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*								
042012A197				00	05/13/2020	057-8205-807.50-02	CPEP3	12,337.50	Natural gas purchases	
042018A885				00	05/13/2020	057-8205-807.50-02	CPEP4	49,725.00		
							VENDOR TOTAL *	62,062.50		
0002675	00	CENTURYLINK								
4027272600		0420PI3599		00	05/13/2020	051-5001-922.50-53	PO NUM 052104	142.45		
4027272606		0420PI3600		00	05/13/2020	051-5001-922.50-53	PO NUM 052104	408.96		
4027272654		0420PI3601		00	05/13/2020	051-5001-922.50-53	PO NUM 052104	55.66		
							VENDOR TOTAL *	607.07		
0005031	00	CENTURYLINK - BUSINESS SERVICES								
1489772703		PI3602		00	05/13/2020	051-5001-922.50-53	PO NUM 052212	222.11		
							VENDOR TOTAL *	222.11		
0005026	00	CHARLES MACHINE WORKS INC								
92379585		PI3604		00	05/13/2020	051-5001-950.80-50	PO NUM 052459	148,224.19	Ditch Witch trencher CCR 2019-220	
							VENDOR TOTAL *	148,224.19		
0003615	00	COLE PAPERS INC								
9823027		PI3583		00	05/13/2020	051-0000-154.00-00	PO NUM 053451	EFT:		37.74
9823027		PI3611		00	05/13/2020	051-5001-940.50-35	PO NUM 053451	EFT:		16.05
							VENDOR TOTAL *	.00		53.79
9999999	00	COON, PAYTON N								
000074429		UT		00	05/13/2020	051-0000-143.00-00	MANUAL CHECK	68.02		
							VENDOR TOTAL *	68.02		
0004152	00	CORE & MAIN LP								
M187474		PI3803		00	05/13/2020	053-6205-583.50-35	PO NUM 053572	936.26		
							VENDOR TOTAL *	936.26		
0001643	00	CULLIGAN OF OMAHA								
975268		PI3603		00	05/13/2020	055-7105-502.50-95	PO NUM 052423	31.00		
975821		PI3697		00	05/13/2020	055-7105-502.50-95	PO NUM 052423	31.00		
976341		PI3801		00	05/13/2020	055-7105-502.60-76	PO NUM 052423	26.00		
							VENDOR TOTAL *	88.00		
0003185	00	DEPARTMENT OF ENERGY								
BFPB002860420				00	05/13/2020	051-5105-555.50-00	Apr 2020	EFT:	WAPPA hydro power	47,490.51
							VENDOR TOTAL *	.00		47,490.51
0001313	00	DILLON CHEVROLET FREMONT INC, SID								
127468		PI3785		00	05/13/2020	051-5001-940.50-48	PO NUM 052072	86.56		
127527		PI3787		00	05/13/2020	051-5205-580.50-48	PO NUM 052072	35.39		
127509		PI3786		00	05/13/2020	053-6205-583.50-48	PO NUM 052072	155.33		
127522		PI3806		00	05/13/2020	053-6205-583.50-48	PO NUM 053717	401.23		
							VENDOR TOTAL *	678.51		
0001072	00	DODGE COUNTY TREASURER								

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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
0001072	00	DODGE COUNTY TREASURER							
678862 '20 Trlr				00	05/13/2020	051-5001-950.80-50	Tax/Title Roadclipr Trlr	504.00	
							VENDOR TOTAL *	504.00	
0001072	00	DODGE COUNTY TREASURER,CK GRP-1							
1498946 '20Trlr				00	05/13/2020	051-5001-950.80-50	Title/Tires'20 Belshe Tlr	14.00	
							VENDOR TOTAL *	14.00	
0003091	00	DUTTON-LAINSON CO							
S13421-1		PI3582		00	05/13/2020	051-0000-154.00-00	PO NUM 053169	EFT:	700.21
S11846-1		PI3687		00	05/13/2020	051-0000-154.00-00	PO NUM 052601	EFT:	2,550.86
815443-2		PI3607		00	05/13/2020	051-5205-580.50-35	PO NUM 053153	EFT:	166.28
S14241-2		PI3739		00	05/13/2020	051-5205-580.50-35	PO NUM 053472	EFT:	1,836.80
S14241-2		PI3740		00	05/13/2020	051-5205-580.60-79	PO NUM 053472	EFT:	16.48
							VENDOR TOTAL *	.00	5,270.63
0003087	00	EAKES OFFICE SOLUTIONS							
7986587-1		PI3778		00	05/13/2020	051-0000-154.00-00	PO NUM 053376	115.05	
8017538-0		PI3807		00	05/13/2020	051-5001-940.50-61	PO NUM 053729	348.71	
							VENDOR TOTAL *	463.76	
0002959	00	EGAN SUPPLY CO							
317872		PI3624		00	05/13/2020	051-0000-154.00-00	PO NUM 053585	134.35	
							VENDOR TOTAL *	134.35	
0002674	00	ELECTRIC PUMP INC							
0887050-IN		PI3642		00	05/13/2020	055-7105-502.50-35	PO NUM 053577	EFT:	1,792.34
							VENDOR TOTAL *	.00	1,792.34
0004551	00	ELEMETAL FABRICATION LLC							
16656		PI3793		00	05/13/2020	051-5205-580.50-48	PO NUM 052087	236.25	
							VENDOR TOTAL *	236.25	
0003771	00	ENVIRONMENTAL EXPRESS INC							
1000594324		PI3635		00	05/13/2020	055-7105-502.50-35	PO NUM 053392	1,212.68	
							VENDOR TOTAL *	1,212.68	
0003496	00	FARWEST LINE SPECIALTIES LLC							
304273		PI3703		00	05/13/2020	051-5205-580.50-35	PO NUM 053667	159.80	
304273		PI3704		00	05/13/2020	051-5205-580.60-79	PO NUM 053667	22.73	
							VENDOR TOTAL *	182.53	
0002050	00	FASTENAL CO							
NEFRE174765		PI3734		00	05/13/2020	051-5105-502.50-35	PO NUM 052073	EFT:	7.28
NEFRE174843		PI3788		00	05/13/2020	051-5105-502.50-35	PO NUM 052073	EFT:	69.49
NEFRE174937		PI3789		00	05/13/2020	051-5105-502.50-35	PO NUM 052073	EFT:	119.85
NEFRE174938		PI3808		00	05/13/2020	051-5105-502.50-35	PO NUM 053732	EFT:	358.24
							VENDOR TOTAL *	.00	554.86
0001729	00	FCX PERFORMANCE INC							

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0001729	00	FCX PERFORMANCE INC							
4559462		PI3690		00	05/13/2020	051-0000-153.00-00	PO NUM 053502	497.32	
4561371		PI3733		00	05/13/2020	051-0000-153.00-00	PO NUM 053694	235.68	
							VENDOR TOTAL *	733.00	
9999999	00	FERNAU, DAKOTA L							
000069461		UT		00	05/06/2020	051-0000-143.00-00	MANUAL CHECK	21.16	
							VENDOR TOTAL *	21.16	
0004993	00	FIKES COMMERCIAL HYGIENE LLC							
25370		PI3754		00	05/13/2020	051-5001-932.60-61	PO NUM 052107	EFT:	164.78
							VENDOR TOTAL *	.00	164.78
0005255	00	FIRST NATIONAL BANK OF OMAHA TRUST							
810005231	12/18			00	05/13/2020	051-5001-927.27-04	Combined Utility 12-11-18 Interest payments on bonds	EFT:	178,124.06
810005231	12/18			00	05/13/2020	055-7001-927.27-04	Combined Utility 12-11-18	EFT:	613,538.44
							VENDOR TOTAL *	.00	791,662.50
0005119	00	FOX VALVE DEVELOPMENT CORP							
54897		PI3692		00	05/13/2020	051-0000-153.00-00	PO NUM 053627	4,780.00	
							VENDOR TOTAL *	4,780.00	
0004833	00	FREMONT AREA UNITED WAY							
APR'20 CARESHAR				00	05/13/2020	055-0000-242.02-00	Apr 2020 Care & Share	EFT:	1,617.50
							VENDOR TOTAL *	.00	1,617.50
0001131	00	FREMONT TRIBUNE							
911071		PI3650		00	05/13/2020	051-5001-940.60-78	PO NUM 053666	72.90	
913537		PI3853		00	05/13/2020	051-5001-920.60-78	PO NUM 052097	48.56	
911084		PI3852		00	05/13/2020	053-6205-583.60-78	PO NUM 052097	114.36	
							VENDOR TOTAL *	235.82	
0001132	00	FREMONT WINNELSON CO							
345669 01		PI3735		00	05/13/2020	055-7105-502.50-35	PO NUM 052074	150.32	
							VENDOR TOTAL *	150.32	
0005215	00	G SQUARED LAWN CARE							
1812		PI3864		00	05/13/2020	051-5105-548.50-43	PO NUM 053522	5,358.00	
							VENDOR TOTAL *	5,358.00	
9999999	00	GARCIA ALARCON, ADULFA							
000079061		UT		00	05/06/2020	051-0000-143.00-00	MANUAL CHECK	118.41	
							VENDOR TOTAL *	118.41	
9999999	00	GARCIA MARTINEZ, RUBY							
000079773		UT		00	05/06/2020	051-0000-143.00-00	MANUAL CHECK	168.20	
							VENDOR TOTAL *	168.20	
0005211	00	GE STEAM POWER INC							
95205635		PI3623		00	05/13/2020	051-0000-153.00-00	PO NUM 053486	EFT:	4,183.09

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
0005211	00	GE STEAM POWER INC							
95206242		PI3688		00	05/13/2020	051-0000-153.00-00	PO NUM 053486	EFT:	183.06
95206507		PI3689		00	05/13/2020	051-0000-153.00-00	PO NUM 053486	EFT:	3,068.76
95206772		PI3810		00	05/13/2020	051-0000-153.00-00	PO NUM 053486	EFT:	12,241.27
							VENDOR TOTAL *	.00	19,676.18
0001143	00	GLASS HOUSE							
56297		PI3749		00	05/13/2020	051-5001-922.50-48	PO NUM 053721	53.50	
56474		PI3640		00	05/13/2020	057-8205-870.50-48	PO NUM 053528	234.49	
56474		PI3641		00	05/13/2020	057-8205-870.60-59	PO NUM 053528	100.00	
							VENDOR TOTAL *	387.99	
0004685	00	GPM							
NE-4908		PI3647		00	05/13/2020	055-7105-502.50-35	PO NUM 053643	104.00	
							VENDOR TOTAL *	104.00	
0001742	00	GRAINGER							
9510000558		PI3649		00	05/13/2020	051-5105-502.50-35	PO NUM 053649	EFT:	176.49
							VENDOR TOTAL *	.00	176.49
0001445	00	GRAYBAR ELECTRIC CO INC							
9315625575		PI3619		00	05/13/2020	051-0000-154.00-00	PO NUM 052267	EFT:	8,052.36
							VENDOR TOTAL *	.00	8,052.36
0003155	00	HACH COMPANY							
11929755		PI3643		00	05/13/2020	051-5105-502.50-52	PO NUM 053586	54.55	
							VENDOR TOTAL *	54.55	
0004419	00	HANSEN TIRE LLC							
27987		PI3851		00	05/13/2020	051-5205-580.60-59	PO NUM 052076	20.00	
27936		PI3652		00	05/13/2020	057-8205-870.50-48	PO NUM 053691	535.56	
27936		PI3653		00	05/13/2020	057-8205-870.60-59	PO NUM 053691	100.00	
27936		PI3654		00	05/13/2020	057-8205-870.60-61	PO NUM 053691	4.00	
							VENDOR TOTAL *	659.56	
9999999	00	HANSEN, ANNE							
000073521		UT		00	05/06/2020	051-0000-143.00-00	MANUAL CHECK	44.37	
							VENDOR TOTAL *	44.37	
0004469	00	HAYES MECHANICAL							
455647		PI3700		00	05/13/2020	051-5105-502.60-61	PO NUM 053551	12,783.52	Boilermakers U7
456217		PI3832		00	05/13/2020	051-5105-502.60-61	PO NUM 053551	9,587.64	
							VENDOR TOTAL *	22,371.16	
0002794	00	HDR ENGINEERING INC							
1200263779		PI3813		00	05/13/2020	051-5105-502.60-61	PO NUM 051910	EFT:	1,872.00
1200263736		PI3767		00	05/13/2020	051-5205-580.60-57	PO NUM 053194 Engineering work Substation H	EFT:	32,511.64
1200260237		PI3627		00	05/13/2020	055-7105-502.60-61	PO NUM 044217 WWTP improvements	EFT:	75,653.70
							VENDOR TOTAL *	.00	110,037.34
9999999	00	HOWARD, LORA L							

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
9999999	00	HOWARD, LORA L						
000024089		UT		00 05/06/2020	051-0000-143.00-00	MANUAL CHECK	185.50	
						VENDOR TOTAL *	185.50	
0004036	00	INDUSTRIAL DESIGN SOLUTIONS INC						
1654		PI3626		00 05/13/2020	051-5105-502.60-61	PO NUM 042701	700.00	
						VENDOR TOTAL *	700.00	
0001833	00	INDUSTRIAL SALES CO INC						
1060457-000		PI3620		00 05/13/2020	057-0000-154.00-00	PO NUM 053427	1,096.60	
1060671-000		PI3621		00 05/13/2020	057-0000-154.00-00	PO NUM 053427	204.52	
1060457-001		PI3731		00 05/13/2020	057-0000-154.00-00	PO NUM 053427	533.78	
1060671-000		PI3637		00 05/13/2020	057-8205-870.50-35	PO NUM 053427	1,819.00	
						VENDOR TOTAL *	3,653.90	
0003911	00	INSTAMATION SYSTEMS INC						
105057		PI3639		00 05/13/2020	051-5105-502.50-35	PO NUM 053464	2,659.02	
						VENDOR TOTAL *	2,659.02	
9999999	00	ISHMIEL, KATHLEEN M						
000056773		UT		00 05/13/2020	051-0000-143.00-00	MANUAL CHECK	19.84	
						VENDOR TOTAL *	19.84	
0003074	00	JACKSON SERVICES INC						
20200402		PR0402		00 05/13/2020	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	164.14
20200416		PR0416		00 05/13/2020	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	164.14
567 - 043020				00 05/13/2020	051-5001-940.50-46	Apr Mats	EFT:	110.55
567 - 043020				00 05/13/2020	051-5001-940.20-29	Apr Uniforms/Whse	EFT:	119.26
1110 - 043020				00 05/13/2020	051-5001-932.50-46	Apr Mats/Towels	EFT:	188.74
1110 - 043020				00 05/13/2020	051-5001-940.50-46	Apr Mats/Mops/Towels	EFT:	655.75
567 - 043020				00 05/13/2020	051-5105-502.50-46	Apr Mops	EFT:	82.95
567 - 043020				00 05/13/2020	051-5105-502.20-29	Apr Uniforms	EFT:	1,167.84
1110 - 043020				00 05/13/2020	051-5105-502.50-46	Apr Mats	EFT:	550.95
567 - 043020				00 05/13/2020	051-5205-580.20-29	Apr Uniforms/Elect Distr	EFT:	1,694.90
567 - 043020				00 05/13/2020	051-5205-580.20-29	Apr Uniforms/Engineers	EFT:	71.90
567 - 043020				00 05/13/2020	053-6205-583.20-29	Apr Uniforms	EFT:	383.85
567 - 043020				00 05/13/2020	055-7105-502.20-29	Apr Uniforms	EFT:	292.74
1110 - 043020				00 05/13/2020	055-7105-502.50-46	Apr Mats/Mops	EFT:	142.45
567 - 043020				00 05/13/2020	057-8205-870.20-29	Apr Uniforms	EFT:	930.10
						VENDOR TOTAL *	.00	6,720.26
0001426	00	JEO CONSULTING GROUP INC						
116382		PI3634		00 05/13/2020	051-5105-502.60-61	PO NUM 053350	EFT:	4,787.50
						VENDOR TOTAL *	.00	4,787.50
0004153	00	JOHNSON HARDWARE CO LLC						
0920290-IN		PI3701		00 05/13/2020	051-5105-502.50-35	PO NUM 053561	562.83	
0920290-IN		PI3702		00 05/13/2020	051-5105-502.60-59	PO NUM 053561	529.65	
						VENDOR TOTAL *	1,092.48	
9999999	00	JOHNSON, STUART						

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
9999999	00	JOHNSON, STUART							
55757 Johnson S				00	05/13/2020	051-5205-580.60-61	Stuart Johnson/Repl Fence	1,096.58	
							VENDOR TOTAL *	1,096.58	
0003085	00	KELLY SUPPLY CO							
S11128558-0		PI3625		00	05/13/2020	051-0000-153.00-00	PO NUM 053607	EFT:	469.33
S11128559-0		PI3721		00	05/13/2020	051-5105-502.50-35	PO NUM 053608	EFT:	433.40
S11128559-0		PI3722		00	05/13/2020	051-5105-502.60-79	PO NUM 053608	EFT:	26.75
S11128373-0		PI3622		00	05/13/2020	057-0000-154.00-00	PO NUM 053433	EFT:	2,282.13
S11128373-0		PI3638		00	05/13/2020	057-8205-870.50-35	PO NUM 053433	EFT:	51.15
							VENDOR TOTAL *	.00	3,262.76
9999999	00	KEMPENAR, SHELLEY							
000001249		UT		00	05/06/2020	051-0000-143.00-00	MANUAL CHECK	180.68	
							VENDOR TOTAL *	180.68	
0005271	00	KOFAX INC							
INV00039544		PI3651		00	05/13/2020	051-5001-922.60-65	PO NUM 053672	2,367.76	
							VENDOR TOTAL *	2,367.76	
0005001	00	KOONS GAS MEASUREMENT							
33490		PI3709		00	05/13/2020	057-0000-154.00-00	PO NUM 052432	14,154.32	
32548		PI3710		00	05/13/2020	057-0000-154.00-00	PO NUM 053063	1,987.22	
							VENDOR TOTAL *	16,141.54	
0005194	00	KPE ENGINEERS ARCHITECTS FORENSIC							
6933		PI3628		00	05/13/2020	051-5001-950.80-50	PO NUM 050920	13,046.87	
							VENDOR TOTAL *	13,046.87	
0002027	00	KRIHA FLUID POWER CO INC							
00405482		PI3712		00	05/13/2020	051-0000-153.00-00	PO NUM 053500	EFT:	185.78
							VENDOR TOTAL *	.00	185.78
9999999	00	LA MAR, HENRIETTE M							
000025761		UT		00	05/06/2020	051-0000-143.00-00	MANUAL CHECK	378.35	
							VENDOR TOTAL *	378.35	
0002654	00	LEAGUE ASSN OF RISK MANAGEMENT							
13947		PI3728		00	05/13/2020	051-5001-919.60-63	PO NUM 053705	102.05	
							VENDOR TOTAL *	102.05	
9999999	00	LEIBERT JR, JON D							
000045937		UT		00	05/06/2020	051-0000-143.00-00	MANUAL CHECK	268.06	
							VENDOR TOTAL *	268.06	
0005267	00	MACHINE WORX INC							
8702		PI3831		00	05/13/2020	051-5105-502.60-59	PO NUM 053517	5,457.00	
							VENDOR TOTAL *	5,457.00	
9999999	00	MANN, MAX A							

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
9999999	00	MANN, MAX A							
000068703		UT		00	05/06/2020	051-0000-143.00-00	MANUAL CHECK	104.93	
							VENDOR TOTAL *	104.93	
0002052	00	MATHESON LINWELD							
21568510		PI3631		00	05/13/2020	051-5105-502.50-35	PO NUM 052499	EFT:	263.59
21593990		PI3814		00	05/13/2020	051-5105-502.50-35	PO NUM 052080	EFT:	145.95
51623886		PI3823		00	05/13/2020	051-5105-502.60-76	PO NUM 052499	EFT:	70.62
							VENDOR TOTAL *	.00	480.16
0005172	00	MAX D DESIGNS PRINTING & MORE							
20-0697		PI3644		00	05/13/2020	057-8205-870.50-31	PO NUM 053599	60.00	
							VENDOR TOTAL *	60.00	
0000667	00	MCMASTER-CARR SUPPLY CO							
38141561		PI3645		00	05/13/2020	051-5105-502.50-35	PO NUM 053610	482.97	
38141561		PI3646		00	05/13/2020	051-5105-502.60-79	PO NUM 053610	24.26	
38638944		PI3837		00	05/13/2020	051-5105-502.50-35	PO NUM 053698	302.85	
							VENDOR TOTAL *	810.08	
0001555	00	MELLEN & ASSOCIATES INC							
24950		PI3729		00	05/13/2020	051-0000-153.00-00	PO NUM 053115	EFT:	4,152.24
24980		PI3846		00	05/13/2020	051-0000-153.00-00	PO NUM 053489	EFT:	989.75
							VENDOR TOTAL *	.00	5,141.99
0001229	00	MENARDS - FREMONT							
91399		PI3812		00	05/13/2020	051-0000-154.00-00	PO NUM 053637	43.24	
90660		PI3629		00	05/13/2020	051-5001-940.50-35	PO NUM 052083	102.56	
91400		PI3815		00	05/13/2020	051-5001-940.50-35	PO NUM 052083	68.80	
91454		PI3816		00	05/13/2020	051-5001-940.50-35	PO NUM 052083	217.64	
90775		PI3636		00	05/13/2020	051-5105-502.50-35	PO NUM 053424	288.84-	
91354		PI3737		00	05/13/2020	051-5105-502.50-35	PO NUM 052083	204.02	
90993		PI3630		00	05/13/2020	055-7105-502.50-35	PO NUM 052083	90.63	
91336		PI3736		00	05/13/2020	055-7105-502.50-35	PO NUM 052083	26.04	
91417		PI3738		00	05/13/2020	055-7105-502.50-35	PO NUM 052083	97.86	
							VENDOR TOTAL *	561.95	
0002960	00	MIDLAND SCIENTIFIC INC							
6082969		PI3648		00	05/13/2020	055-7105-502.50-35	PO NUM 053644	45.41	
6086165		PI3743		00	05/13/2020	055-7105-502.50-35	PO NUM 053644	45.41	
6086166		PI3744		00	05/13/2020	055-7105-502.50-35	PO NUM 053644	510.72	
6086167		PI3745		00	05/13/2020	055-7105-502.50-35	PO NUM 053644	95.92	
6086181		PI3746		00	05/13/2020	055-7105-502.50-35	PO NUM 053644	241.30	
							VENDOR TOTAL *	938.76	
0004883	00	MISSISSIPPI LIME COMPANY							
1488680				00	05/13/2020	051-0000-158.02-00	4/29/20 26.04 TN	EFT:	5,284.89
							VENDOR TOTAL *	.00	5,284.89
9999999	00	MONTES RODRIGUEZ, ENRIQUE							

Agenda Item #4

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
9999999	00	MONTES RODRIGUEZ, ENRIQUE							
000080711		UT		00	05/13/2020	051-0000-143.00-00	MANUAL CHECK	173.06	
							VENDOR TOTAL *	173.06	
0005263	00	MOORE SYNDICATION INC							
88233		PI3632		00	05/13/2020	051-5001-903.60-78	PO NUM 053306	144.95	
88233		PI3633		00	05/13/2020	051-5001-903.60-79	PO NUM 053306	15.74	
							VENDOR TOTAL *	160.69	
0001486	00	MOTION INDUSTRIES INC							
NE01-535236		PI3839		00	05/13/2020	051-5105-502.50-35	PO NUM 053730	467.74	
NE01-535236		PI3840		00	05/13/2020	051-5105-502.60-79	PO NUM 053730	26.55	
							VENDOR TOTAL *	494.29	
0005250	00	MOTUS GROUP INC							
2080		PI3752		00	05/13/2020	051-0000-153.00-00	PO NUM 053611	385.28	
							VENDOR TOTAL *	385.28	
0002985	00	MSC INDUSTRIAL SUPPLY CO INC							
43357482		PI3657		00	05/13/2020	051-0000-154.00-00	PO NUM 053635	EFT:	737.53
44052162		PI3658		00	05/13/2020	051-0000-154.00-00	PO NUM 053647	EFT:	603.48
44052172		PI3659		00	05/13/2020	051-0000-154.00-00	PO NUM 053647	EFT:	174.11
44937892		PI3753		00	05/13/2020	051-0000-154.00-00	PO NUM 053674	EFT:	278.31
46559462		PI3850		00	05/13/2020	051-0000-154.00-00	PO NUM 053728	EFT:	598.34
43357492		PI3681		00	05/13/2020	051-5001-940.50-35	PO NUM 053635	EFT:	53.03
44052162		PI3682		00	05/13/2020	051-5001-940.50-35	PO NUM 053647	EFT:	8.22
44399882		PI3683		00	05/13/2020	051-5001-940.50-35	PO NUM 053654	EFT:	527.01
46047992		PI3771		00	05/13/2020	051-5001-940.50-35	PO NUM 053697	EFT:	148.73
47641912		PI3836		00	05/13/2020	051-5001-940.50-35	PO NUM 053697	EFT:	655.05
46974112		PI3838		00	05/13/2020	051-5001-940.50-35	PO NUM 053727	EFT:	280.13
43429072		PI3673		00	05/13/2020	051-5105-502.50-35	PO NUM 053458	EFT:	318.27
43967042		PI3720		00	05/13/2020	051-5105-502.50-35	PO NUM 053549	EFT:	90.71
47265552		PI3768		00	05/13/2020	051-5105-502.50-35	PO NUM 053443	EFT:	130.89
47462892		PI3833		00	05/13/2020	051-5105-502.50-35	PO NUM 053650	EFT:	263.12
47058802		PI3841		00	05/13/2020	051-5105-502.50-35	PO NUM 053731	EFT:	442.47
46623102		PI3871		00	05/13/2020	051-5205-580.50-35	PO NUM 053719	EFT:	524.56
42292282		PI3676		00	05/13/2020	053-6205-583.50-35	PO NUM 053583	EFT:	144.90
44478192		PI3684		00	05/13/2020	055-7105-502.50-35	PO NUM 053664	EFT:	31.84
							VENDOR TOTAL *	.00	6,010.70
0003383	00	MUNICIPAL EMERGENCY SERVICES INC							
IN1452678		PI3847		00	05/13/2020	051-0000-154.00-00	PO NUM 053625	6,419.57	
							VENDOR TOTAL *	6,419.57	
0003095	00	MUNICIPAL SUPPLY INC OF OMAHA							
0759246-IN		PI3776		00	05/13/2020	053-6205-583.60-61	PO NUM 053737	105.50	
0759246-IN		PI3777		00	05/13/2020	053-6205-583.60-79	PO NUM 053737	79.13	
							VENDOR TOTAL *	184.63	
0005235	00	NAVAJO TRANSITIONAL ENERGY CO*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
0005235	00	NAVAJO TRANSITIONAL ENERGY CO*WIRE*							
ACC-20-0261				00	05/13/2020	051-0000-152.00-00	Apr BTU & SO2 CSAPR2 Adj	1,491.08	
							VENDOR TOTAL *	1,491.08	
0001958	00	NEBR PUBLIC HEALTH ENVIRONMENTAL							
524715		PI3758		00	05/13/2020	053-6105-502.60-54	PO NUM 052242	EFT:	636.00
							VENDOR TOTAL *	.00	636.00
9999999	00	NIHSEN, TAYLOR							
000078725		UT		00	05/06/2020	051-0000-143.00-00	MANUAL CHECK	117.59	
							VENDOR TOTAL *	117.59	
0001473	00	NMC INC							
INV381018		PI3717		00	05/13/2020	051-5105-502.50-35	PO NUM 053114	94.83	
CUI790471		PI3845		00	05/13/2020	057-8001-950.80-50	PO NUM 053750	104,175.20	Backhoe purchase CCR 2019-205
							VENDOR TOTAL *	104,270.03	
0003334	00	NOVATECH LLC							
23165		PI3716		00	05/13/2020	051-5205-580.60-57	PO NUM 052916	EFT:	1,500.00
							VENDOR TOTAL *	.00	1,500.00
0001710	00	NUTS & BOLTS INC							
632774		PI3656		00	05/13/2020	051-0000-153.00-00	PO NUM 053580	36.23	
632794		PI3714		00	05/13/2020	051-0000-154.00-00	PO NUM 053634	715.17	
							VENDOR TOTAL *	751.40	
0002937	00	O'KEEFE ELEVATOR CO INC							
00509711		PI3755		00	05/13/2020	051-5001-932.60-65	PO NUM 052166	197.05	
00509711		PI3756		00	05/13/2020	051-5105-502.60-65	PO NUM 052166	1,116.63	
							VENDOR TOTAL *	1,313.68	
0001020	00	O'REILLY AUTOMOTIVE INC							
0397-311742		PI3660		00	05/13/2020	051-5001-940.50-35	PO NUM 052085	21.38	
0397-313437		PI3661		00	05/13/2020	051-5001-940.50-48	PO NUM 052085	84.40	
0397-313965		PI3662		00	05/13/2020	051-5001-940.50-48	PO NUM 052085	98.40	
0397-315053		PI3817		00	05/13/2020	051-5001-940.50-48	PO NUM 052085	34.90	
0397-315120		PI3818		00	05/13/2020	051-5001-940.50-35	PO NUM 052085	105.90	
0397-315364		PI3664		00	05/13/2020	051-5205-580.50-48	PO NUM 052085	58.06	
0397-315121		PI3819		00	05/13/2020	051-5205-580.50-35	PO NUM 052085	237.03	
0397-314787		PI3663		00	05/13/2020	053-6205-583.50-48	PO NUM 052085	79.24	
0397-316810		PI3715		00	05/13/2020	055-7105-502.50-35	PO NUM 052085	127.31	
0397-317835		PI3820		00	05/13/2020	055-7105-502.50-35	PO NUM 052085	8.09	
							VENDOR TOTAL *	854.71	
0002888	00	OFFICENET							
938950-0		PI3679		00	05/13/2020	051-5001-920.50-40	PO NUM 053621	84.89	
939139-0		PI3770		00	05/13/2020	051-5001-940.50-40	PO NUM 053663	80.61	
							VENDOR TOTAL *	165.50	
9999999	00	OKOYE, ABIGAIL L							

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
9999999	00	OKOYE, ABIGAIL L						
000077183		UT		00 05/13/2020	051-0000-143.00-00	MANUAL CHECK	128.04	
						VENDOR TOTAL *	128.04	
0005052	00	OLD DOMINION FREIGHT LINE INC						
27505577364		PI3727		00 05/13/2020	051-5105-502.60-79	PO NUM 053656	477.88	
						VENDOR TOTAL *	477.88	
0001475	00	OMAHA COMPOUND COMPANY						
192977		PI3751		00 05/13/2020	051-0000-154.00-00	PO NUM 053482	545.27	
						VENDOR TOTAL *	545.27	
0004671	00	ONE CALL CONCEPTS INC						
0040132		PI3821		00 05/13/2020	051-5001-940.60-61	PO NUM 052199	442.47	
						VENDOR TOTAL *	442.47	
0004320	00	OPACITY CERTIFICATION SERVICES LLC						
6178		PI3675		00 05/13/2020	051-5105-502.60-61	PO NUM 053581	230.09	
						VENDOR TOTAL *	230.09	
0001268	00	P & H ELECTRIC INC						
122037		PI3834		00 05/13/2020	053-6105-502.50-35	PO NUM 053665	778.43	
122037		PI3835		00 05/13/2020	053-6105-502.60-61	PO NUM 053665	556.40	
						VENDOR TOTAL *	1,334.83	
0005257	00	PAPER TIGER SHREDDING INC						
128261		PI3863		00 05/13/2020	051-5001-932.60-61	PO NUM 053318	58.00	
						VENDOR TOTAL *	58.00	
0004935	00	PB&J WELDING SUPPLY LLC						
11163		PI3724		00 05/13/2020	051-5105-502.50-35	PO NUM 053622	309.23	
						VENDOR TOTAL *	309.23	
0003827	00	PEST PRO'S INC						
MNCP BLD 042720		PI3761		00 05/13/2020	051-5001-932.60-61	PO NUM 052414	42.80	
ASH PD 042720		PI3763		00 05/13/2020	051-5105-502.60-61	PO NUM 052429	48.15	
CMBT TUR 042720		PI3764		00 05/13/2020	051-5105-502.60-61	PO NUM 052429	53.50	
PWR PLT 042920		PI3765		00 05/13/2020	051-5105-502.60-61	PO NUM 052429	85.60	
UTIL BLD 042720		PI3766		00 05/13/2020	051-5105-502.50-35	PO NUM 052429	69.55	
SUB STA 042720		PI3757		00 05/13/2020	051-5205-580.60-61	PO NUM 052198	190.35	
WTR PLT 042720		PI3759		00 05/13/2020	053-6105-502.60-61	PO NUM 052243	69.55	
WWTP 042720		PI3762		00 05/13/2020	055-7105-502.60-61	PO NUM 052422	110.00	
						VENDOR TOTAL *	669.50	
0004800	00	PINNACLE BANK - VISA						
492556		PI3723		00 05/13/2020	051-5105-502.60-61	PO NUM 053614	217.45	
29965MA		PI3774		00 05/13/2020	051-5105-502.50-48	PO NUM 053736	697.48	
29965MA		PI3775		00 05/13/2020	051-5105-502.60-59	PO NUM 053736	731.56	
						VENDOR TOTAL *	1,646.49	
0003762	00	PR DIAMOND PRODUCTS 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
0003762	00	PR DIAMOND PRODUCTS INC							
0055360-IN		PI3725		00	05/13/2020	053-6205-583.50-35	PO NUM 053638	248.00	
0055360-IN		PI3726		00	05/13/2020	053-6205-583.60-79	PO NUM 053638	17.00	
							VENDOR TOTAL *	265.00	
0004740	00	PREMIER STAFFING INC							
14745		PI3665		00	05/13/2020	051-5001-926.60-61	PO NUM 052099	40.00	
							VENDOR TOTAL *	40.00	
0004696	00	PRIME COMMUNICATIONS INC							
59859		PI3674		00	05/13/2020	051-5001-922.60-61	PO NUM 053509	5,350.00	
							VENDOR TOTAL *	5,350.00	
0004866	00	QUESTLINE INC							
041620A		PI3760		00	05/13/2020	051-5001-903.60-61	PO NUM 052368	3,547.25	
							VENDOR TOTAL *	3,547.25	
9999999	00	ROSE, JANA L							
000080399		UT		00	05/13/2020	051-0000-143.00-00	MANUAL CHECK	118.08	
							VENDOR TOTAL *	118.08	
0004639	00	SAPP BROS INC							
IN3112134		PI3769		00	05/13/2020	051-5001-917.50-30	PO NUM 053640	8,483.34	
							VENDOR TOTAL *	8,483.34	
0001305	00	SAWYER GAS N WASH INC							
42820-17		PI3854		00	05/13/2020	051-5105-502.60-61	PO NUM 052110	11.72	
							VENDOR TOTAL *	11.72	
9999999	00	SCHACHT, ADAM N							
000079085		UT		00	05/06/2020	051-0000-143.00-00	MANUAL CHECK	91.78	
							VENDOR TOTAL *	91.78	
0005128	00	SCHLOSSER ENTERPRISES INC							
CLIP11729		PI3825		00	05/13/2020	051-5001-932.60-61	PO NUM 053492	EFT:	90.00
CLIP11729		PI3826		00	05/13/2020	051-5001-940.60-61	PO NUM 053492	EFT:	80.00
CLIP11729		PI3827		00	05/13/2020	051-5105-502.60-61	PO NUM 053492	EFT:	260.00
CLIP11729		PI3828		00	05/13/2020	053-6105-502.60-61	PO NUM 053492	EFT:	335.00
CLIP11729		PI3829		00	05/13/2020	055-7205-583.60-61	PO NUM 053492	EFT:	165.00
CLIP11729		PI3830		00	05/13/2020	057-8205-870.60-61	PO NUM 053492	EFT:	40.00
							VENDOR TOTAL *	.00	970.00
9999999	00	SEGEBART, CAROL							
000027917		UT		00	05/06/2020	051-0000-143.00-00	MANUAL CHECK	309.83	
							VENDOR TOTAL *	309.83	
0003036	00	SHAFFER COMMUNICATIONS INC							
20-0622		PI3680		00	05/13/2020	057-8205-870.50-48	PO NUM 053633	1,174.86	
							VENDOR TOTAL *	1,174.86	
0005037	00	SIGMA-ALDRICH 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
0005037	00	SIGMA-ALDRICH INC							
550437386		PI3677		00	05/13/2020	055-7105-502.50-52	PO NUM 053604	433.44	
550438566		PI3678		00	05/13/2020	055-7105-502.50-52	PO NUM 053604	177.45	
							VENDOR TOTAL *	610.89	
0000429	00	SKARSHAUG TESTING LABORATORY INC							
243460		PI3666		00	05/13/2020	051-5205-580.60-61	PO NUM 052102	502.45	
243460		PI3667		00	05/13/2020	051-5205-580.60-79	PO NUM 052102	330.65	
243651		PI3865		00	05/13/2020	051-5205-580.50-35	PO NUM 053539	994.45	
243651		PI3866		00	05/13/2020	051-5205-580.60-61	PO NUM 053539	4.07	
							VENDOR TOTAL *	1,831.62	
0004760	00	SOUTHWEST POWER POOL INC							
TRN20200430FREM				00	05/13/2020	051-5105-555.50-00	Apr 2020 Transmission	EFT:	85,360.54
							VENDOR TOTAL *	.00	85,360.54
9999999	00	STARNER, MYRANDA P							
000076759		UT		00	05/06/2020	051-0000-143.00-00	MANUAL CHECK	87.38	
							VENDOR TOTAL *	87.38	
0003923	00	STATE OF NEBRASKA - CELLULAR							
1216746				00	05/13/2020	051-5001-903.50-53	Cellular	EFT:	73.60
1216746				00	05/13/2020	051-5001-919.50-53	Cellular	EFT:	46.31
1216746				00	05/13/2020	051-5001-922.50-53	Cellular	EFT:	92.73
1216746				00	05/13/2020	051-5001-925.50-53	Cellular	EFT:	46.31
1216746				00	05/13/2020	051-5001-926.50-53	Cellular	EFT:	46.31
1216746				00	05/13/2020	051-5105-502.50-53	Cellular	EFT:	150.23
1216746				00	05/13/2020	051-5205-580.50-53	Engineers Cellular	EFT:	185.24
1216746				00	05/13/2020	051-5205-580.50-53	Elect Distr Cellular	EFT:	331.13
1216746				00	05/13/2020	053-6105-502.50-53	Cellular	EFT:	46.31
1216746				00	05/13/2020	053-6205-583.50-53	Cellular	EFT:	180.68
1216746				00	05/13/2020	055-7105-502.50-53	Cellular	EFT:	22.86
1216746				00	05/13/2020	057-8205-870.50-53	Cellular	EFT:	290.32
							VENDOR TOTAL *	.00	1,512.03
9999999	00	STEFANSKI, CAMERON W							
000077517		UT		00	05/13/2020	051-0000-143.00-00	MANUAL CHECK	158.68	
							VENDOR TOTAL *	158.68	
0001137	00	STEFFY CHRYSLER CENTER INC, GENE							
6133389		PI3842		00	05/13/2020	051-5001-940.50-48	PO NUM 053734	492.59	
6133389		PI3843		00	05/13/2020	051-5001-940.60-59	PO NUM 053734	886.94	
6133389		PI3844		00	05/13/2020	051-5001-940.60-61	PO NUM 053734	1.87	
							VENDOR TOTAL *	1,381.40	
0005268	00	SUNCO POWDER SYSTEMS INC							
236950		PI3780		00	05/13/2020	051-0000-153.00-00	PO NUM 053563	4,674.24	
							VENDOR TOTAL *	4,674.24	
9999999	00	SWANSON, JUSTIN L							

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	
9999999	00	SWANSON, JUSTIN L								
000079143		UT		00	05/13/2020	051-0000-143.00-00	MANUAL CHECK	66.16		
							VENDOR TOTAL *	66.16		
0004888	00	THE FILTER SHOP INC								
136995		PI3732		00	05/13/2020	055-0000-154.00-00	PO NUM 053573	918.10		
137326		PI3805		00	05/13/2020	055-7105-502.50-35	PO NUM 053669	487.11		
							VENDOR TOTAL *	1,405.21		
0004552	00	TITAN MACHINERY INC								
272017		PI3824		00	05/13/2020	051-5001-950.80-50	PO NUM 053070 Mini excavator purchase CCR 2020-15		EFT:	59,445.40
							VENDOR TOTAL *	.00		59,445.40
0001713	00	TRUCK CENTER COMPANIES								
121345		PI3772		00	05/13/2020	051-5205-580.50-48	PO NUM 053704	65.44		
121345		PI3773		00	05/13/2020	051-5205-580.60-59	PO NUM 053704	272.19		
							VENDOR TOTAL *	337.63		
0000198	00	UNITED SERVO HYDRAULICS INC								
2004030		PI3711		00	05/13/2020	051-0000-153.00-00	PO NUM 053498		EFT:	1,419.39
2004029		PI3713		00	05/13/2020	051-0000-153.00-00	PO NUM 053605		EFT:	1,300.00
2004030		PI3718		00	05/13/2020	051-5105-502.50-35	PO NUM 053498		EFT:	708.17
2004030		PI3719		00	05/13/2020	051-5105-502.60-61	PO NUM 053498		EFT:	328.18
							VENDOR TOTAL *	.00		3,755.74
0004238	00	UV DOCTOR LAMPS LLC								
13369		PI3670		00	05/13/2020	055-7105-502.50-35	PO NUM 053293	26,760.00	Replace UV bulbs, sleeves and wipers at WWTP	
							VENDOR TOTAL *	26,760.00		
9999999	00	WACHTER INC								
000078399		UT		00	05/13/2020	051-0000-143.00-00	MANUAL CHECK	92.18		
							VENDOR TOTAL *	92.18		
0002907	00	WALNUT RADIO LLC (KHUB)								
20040302		PI3822		00	05/13/2020	051-5001-903.60-78	PO NUM 052205	234.00		
							VENDOR TOTAL *	234.00		
0002894	00	WASTE CONNECTIONS OF NE INC								
5575285		PI3855		00	05/13/2020	051-5001-932.50-49	PO NUM 052165	241.14		
5575285		PI3856		00	05/13/2020	051-5001-940.50-49	PO NUM 052165	503.00		
5575285		PI3857		00	05/13/2020	051-5105-502.50-49	PO NUM 052165	285.71		
5575285		PI3858		00	05/13/2020	055-7105-502.50-49	PO NUM 052165	1,030.91		
							VENDOR TOTAL *	2,060.76		
0004336	00	WATERLINK INC								
27632		PI3668		00	05/13/2020	051-5105-502.50-52	PO NUM 052845	1,932.72		
27632		PI3669		00	05/13/2020	051-5105-502.50-52	PO NUM 052845	1,030.98		
27490		PI3671		00	05/13/2020	051-5105-502.50-35	PO NUM 053298	469.33		
27490		PI3672		00	05/13/2020	051-5105-502.60-79	PO NUM 053298	29.33		
27643		PI3859		00	05/13/2020	051-5105-502.50-52	PO NUM 052845	2,301.20		

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
0004336	00	WATERLINK INC							
27643		PI3860		00	05/13/2020	051-5105-502.50-52	PO NUM 052845	2,061.98	
27647		PI3861		00	05/13/2020	051-5105-502.50-52	PO NUM 052845 Chemicals at Pl II Water lab	20,967.72	
							VENDOR TOTAL *	28,793.26	
0000482	00	WESCO RECEIVABLES CORP							
466635		PI3655		00	05/13/2020	051-0000-154.00-00	PO NUM 053332 Underground cable purchase	EFT:	27,485.63
471800		PI3809		00	05/13/2020	051-0000-154.00-00	PO NUM 053232	EFT:	909.50
471801		PI3811		00	05/13/2020	051-0000-154.00-00	PO NUM 053496	EFT:	1,797.60
466636/469271		PI3848		00	05/13/2020	051-0000-154.00-00	PO NUM 053646	EFT:	449.40
							VENDOR TOTAL *	.00	30,642.13
9999999	00	WHITE, ASHLEY N							
000078007		UT		00	05/13/2020	051-0000-143.00-00	MANUAL CHECK	86.89	
							VENDOR TOTAL *	86.89	
9999999	00	WIGGINS, TAYLOR B							
000076561		UT		00	05/13/2020	051-0000-143.00-00	MANUAL CHECK	72.79	
							VENDOR TOTAL *	72.79	
0003544	00	XYLEM WATER SOLUTIONS USA INC							
3556B19202		PI3869		00	05/13/2020	055-7105-502.50-35	PO NUM 053683	6,197.20	
							VENDOR TOTAL *	6,197.20	
							EFT/EPAY TOTAL ***		1,296,070.07
							TOTAL EXPENDITURES ****	541,308.01	1,296,070.07
							GRAND TOTAL **********		1,837,378.08

Agenda Item #4

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: May 12, 2020

SUBJECT: Quarterly Statements of Operations and Net Position as of March 2020

Recommendation: Review Quarterly Statements of Operations and Net Position as of March 2020

Background: The financial and operating statements for March 2020 are presented for your review. The statements represent the second quarter of the City's 2020 fiscal year, or 50 percent of the fiscal year.

Fiscal Impact:
Electric Fund:
Finance Activity: This year to date, this fund has recognized a 146% of the Change in Net Position budgeted for the fiscal year, which appears to be slow start when compared with last fiscal year to date. Compared to last year, there is a 67.7% decrease in the off system sales, while net purchased power costs remain level compared to 2019. Overall, YTD consumption is 6.14 percent more than 2019, and revenues were 8.11 percent higher, with Large Volume leading with a $1,477,700 increase. Expenses are within budgeted amounts for the year. Production expense is less than prior year, due to lower fuel costs with reduced off system sales, and the increase on the distribution department is due to the amortization expense for the transmission line placed into service.
E-1: The Production report reflects the financial report, with Gross generation down 21.9 percent for the quarter, due to the planned Unit 8 outage that was curtailed. Quarterly System net output is up by slightly (5.4 percent) due to the increase in Purchases from other utilities and the decrease in off system sales ("sales to other utilities"). Note the Coal inventory volume at the bottom of the page. In March 2019, there was concern that the coal pile would last until the railroad tracks were repaired from flood damage. This year, with the planned railroad track extension project, a train had already been received in March.
E-2: Cash balance increased $3,977,693 in the second quarter as billings for the increased Large Volume loads were collected and payments for coal have not started in earnest.
Water Fund:
Finance Activity: This fund has recognized 81.4 percent of the budgeted Change in Net Position for 2020, compared to 11 percent last year. Revenues increased from the prior year, resulting in an increase of $200,000, but still lagging behind budget. The increase in revenues was led by Commercial usage, with Costco not online in 2019. YTD expenses for departments came in under budget, including the Production department with a $110,000 year over year increase due to the 23.75% increase in commercial consumption.

W-1: Quarter to date total water pumped is up from last year (16%), with Plant II bypass down slightly. Consumption is up for the period as well, with commercial leading the way as we have Costco as a water customer. We continue to monitor the production versus sales data, and find that this quarter the difference is minus four percent. 12-month rolling average production moved to $0.4705 from $0.4586 in December 2019.
W-2: Cash increased $250,895 for the period as collections on the increased demand are collected.
Wastewater Fund:
Finance Activity: YTD this fund has recognized a negative 79 percent of the budgeted Change in Net Position for 2020, compared to a positive 10 percent in 2019. (Note that the negative is caused by the budgeted loss in 2020.) Overall revenue increased 40.9 percent from last year. A change in loadings at the commercial customer type, as well as increased input with Costco online explains the revenue increase. Expenses are all well within budget YTD, as the increase in administrative and general was budgeted for bond interest payments.
S-1: Fiscal year volumes are 8.3 percent more in FY 2020 than FY 2019, bearing in mind that 2019 includes the influx from the March flooding event last year. The 12-month rolling average cost is slightly less than last year results, at $1.5108 per 1,000 gal of input, compared to $1.8306 per 1,000 gal of input in the second quarter 2019. Cash and investment balances decreased by a modest $130,666 in this quarter. The above-noted revenue increases were offset by significant payments for engineering fees and construction costs for the plant improvements.
Gas Fund:
Finance Activity: YTD this fund has recognized a negative 446 percent of the budgeted Change in Net Position for 2020, compared to a positive 2,471 percent in 2019. Halfway through the fiscal year finds the Gas Fund with a gain of $941,720 compared to 2019 of $659,243. While the current year consumption is down only 1.37 percent for all classes of customers, revenues decreased 13 percent. This is due to a significant decrease in Interruptible and Plant II volumes and milder temperatures mitigated by an increase in Commercial volumes, as Costco was online in 2020. Gas purchase expense is down $1,711,000 for the year, and is the only activity with expenses exceeding budget YTD. The YTD budget is simply 6/12 of the total budget; the City does not budget by the month.
G-1: The inventory volume level is lower than March 2019 volumes, with gas prices dropping over the course of the quarter. The cash balance increased $1,583,814 from December, due to withdrawals from gas storage instead of gas purchases.

The Utilities' Statement of Net Position shows each fund's net position (sometimes referred to as "reserves") and the restrictions on net position. As this report is a point in time, only March 2020 information is provided.

The March Collection Activity Report for Utility Billing, as prepared by Administrative Services Director, Jan Rise, is also attached for your review.

FREMONT DEPARTMENT OF UTILITIES
ELECTRIC SYSTEM
FINANCE ACTIVITY
FOR QUARTER ENDED 3/31/20

	CURRENT YEAR ACTUAL Current Quarter	CURRENT YEAR ACTUAL Year-To-Date	PRIOR YEAR ACTUAL Current Quarter	PRIOR YEAR ACTUAL Year-To-Date	CURRENT YEAR BUDGET Year-To-Date	ANNUAL BUDGET	% BUDGET
REVENUE IN DOLLARS							
Operating Revenue	9,942,218	19,699,876	10,115,493	20,355,022	25,063,830	50,127,694	39.30
Less Operating Expense	9,072,395	17,409,801	8,623,588	17,587,082	22,623,576	45,248,866	38.48
Net Operating Revenue	869,823	2,290,075	1,491,905	2,767,940	2,440,254	4,878,828	46.94
Nonoperating Revenue	317,762	474,362	110,330	263,394	422,496	845,000	56.14
Less Nonoperating Expense	797,746	1,198,110	844,039	1,090,009	1,120,476	2,240,947	53.46
Net Nonoperating Revenue	(479,984)	(723,748)	(733,709)	(826,615)	(697,980)	(1,395,947)	51.85
Net Operating Revenue	869,823	2,290,075	1,491,905	2,767,940	2,440,254	4,878,828	46.94
Net Nonoperating Revenue	(479,984)	(723,748)	(733,709)	(826,615)	(697,980)	(1,395,947)	51.85
Net Revenue	389,839	1,566,327	758,196	1,941,325	1,742,274	3,482,881	44.97
Interfund Transfer In	140,624	140,624	12,699	12,699	147,000	294,000	47.83
Interfund Transfer Out	(605,361)	(1,210,724)	(605,163)	(1,210,337)	(1,719,048)	(3,438,112)	35.21
Net Interfund Transfer	(464,737)	(1,070,100)	(592,464)	(1,197,638)	(1,572,048)	(3,144,112)	34.04
Change in Net Position	(74,898)	496,227	165,732	743,687	170,226	338,769	146.48
EXPENSE IN DOLLARS							
Production	4,488,910	8,555,720	4,772,963	9,997,888	12,364,554	24,729,474	34.60
Distribution	1,190,359	2,328,355	678,700	1,312,487	2,739,480	5,479,311	42.49
Administrative & General	1,256,708	2,080,449	1,234,750	1,924,903	2,244,120	4,489,196	46.34
Depreciation	1,468,298	2,930,548	1,378,268	2,747,836	2,971,500	5,943,025	49.31
Subtotal	8,404,275	15,895,072	8,064,681	15,983,114	20,319,654	40,641,006	39.11
Purchased Power	1,465,866	2,712,839	1,402,946	2,693,977	3,424,398	6,848,807	39.61
Cost of Inventory Sold	-	-	-	-	-	-	-
Total Expenses	9,870,141	18,607,911	9,467,627	18,677,091	23,744,052	47,489,813	39.18
INFORMATIONAL ONLY, all amounts included above:							
PAYROLL IN DOLLARS *							
Regular	1,786,864	3,507,059	1,754,808	3,520,209	4,210,098	8,420,306	41.65
Overtime	170,555	321,452	132,374	265,939	317,490	635,000	50.62
Total Payroll	1,957,419	3,828,511	1,887,182	3,786,148	4,527,588	9,055,306	42.28
Off System Sales	367,448	1,036,887	1,213,231	3,213,702	2,499,996	5,000,000	20.74
Late Payment Revenue	42,988	89,920	44,546	88,982	99,996	200,000	44.96
Fixed Asset/Capital WIP	-	-	(25,379)	14,643	-	-	-

Agenda Item #5

ELECTRIC SYSTEM

Statement of Operations
For the Quarter Ended 03/31/2020

Production Data:	CURRENT YEAR January	February	March	Y-T-D	PRIOR YEAR Q-T-D	Y-T-D
GENERATION:						
Gross Generation in M's	41,490	38,497	18,729	215,363	126,340	271,097
Less Plant Use	3,790	3,645	2,217	19,586	11,693	22,827
Net Generation	37,700	34,853	16,512	195,777	114,647	248,270
Purchased from other Utilities	26,677	25,793	41,737	171,989	61,230	123,777
Less sales to other Utilities	20,741	21,427	20,983	132,346	61,878	153,075
System Net Output	*43,636*	*39,219*	*37,265*	*235,420*	*113,999*	*218,972*
LOCAL LOAD PEAKS:						
Gross System Output, KW	84,120	84,070	69,570		83,880	
Gross System Output, Date	16-Jan-20	13-Feb-20	20-Mar-20		30-Jan-19	
Gross System Output, Time	9:00 AM	8:00 AM	11:00 AM		11:00 AM	
System Net Output, KW	78,100	77,520	66,680		76,400	
System Net Output, Date	16-Jan-20	13-Feb-20	20-Mar-20		30-Jan-19	
System Net Output, Time	9:00 AM	8:00 AM	8:00 AM		11:00 AM	
MISCELLANEOUS						
BTU Per KWH, Gross Generation	11,230	11,480	12,300			
BTU Per KWH, Net Generation	12,360	12,680	13,950			
Load Factor, Gross Generation	0.758	0.733	0.764			
Load Factor, Net Generation	0.751	0.727	0.752			
FUEL USE:						
Coal, Tons	25,687	24,433	12,713	130,263	79,664	165,448
Natural gas, Mcf	15,955	14,863	12,407	88,639	52,477	127,139
Propane, Gallons						
FUEL EXPENSE IN DOLLARS:						
Coal	$ 760,720	$ 723,600	$ 376,510	$ 3,857,893	$ 2,303,390	$ 4,775,222
Natural gas	$ 70,426	$ 58,437	$ 47,074	$ 358,250	$ 231,761	$ 578,894
Propane	$ -	$ -	$ -	$ -	$ -	$ -
Total	**$ 831,146**	**$ 782,037**	**$ 423,585**	**$ 4,216,143**	**$ 2,535,151**	**$ 5,354,116**
AVERAGE EXPENSE Per KWH						
Fuel, Gross Generation	$0.02003	$0.02031	$0.02262			
Fuel, Net Generation	$0.02205	$0.02244	$0.02565			
Production, Net Generation	$0.05010	$0.05258	$0.10221	$0.0437		$0.0403
INVENTORIES IN DOLLARS:						
Propane			$ 12,400			$ 12,400
Fuel Oil			$ 30,228			$ 30,228
Coal			$ 1,794,272			$ 1,794,272
Production supplies			$ 3,715,930			$ 3,715,930
Distribution supplies			$ 1,895,486			$ 1,895,486
Gasboy			$ 24,960			$ 24,960
Total			**$ 7,473,275**			**$ 7,473,275**
COAL INVENTORY			**45,340**			**13,071**

5/7/2020

Agenda Item #5

City of Fremont Department of Utilities
Electric Fund Cash Transactions
For the Quarter Ended 03/31/2020

	Beginning balance	Receipts	Disburse-ments	Ending balance	
Cash	$ 9,262,710	$ 14,934,784	$ (17,324,162)	$ 6,873,332	A.
Offset cash	$ 630,413	$ 1,475,261	$ (1,518,190)	$ 587,484	A.
Petty Cash/drawers	$ 2,300	$ -	$ -	$ 2,300	A.
Money Market Accounts	$ 2,027,225	$ 6,209	$ -	$ 2,033,434	A.
Bond proceeds	$ 1,672,486	$ 3,791	$ -	$ 1,676,276	B.
Unrestricted CD Investments	$ 5,000,000	$ 9,900,000	$ (3,500,000)	$ 11,400,000	C.
Insurance Reserve CD	$ 250,000	$ -	$ -	$ 250,000	D.
Monofill Closure CD	$ 1,000,000	$ -	$ -	$ 1,000,000	D.
Debt Service CDs	$ 6,623,500	$ -	$ -	$ 6,623,500	D.
		$ -	$ -		
Total	**$ 26,468,634**	**$ 26,320,045**	**$ (22,342,352)**	**$ 30,446,327**	
		net change	3,977,693		

Totals			**Per Stmt of Net Position**	
Unrestricted cash	A.	$ 9,496,551	$ 9,496,551	$ -
Restricted cash	B.	$ 1,676,276	$ 1,676,276	$ -
Unrestricted investments	C.	$ 11,400,000	$ 10,497,831	$ 902,169
Restricted investments	D.	$ 7,873,500	$ 8,775,669	$ (902,169)
Ending balance		**$ 30,446,327**	**$ 30,446,327**	**$ -**

FREMONT DEPARTMENT OF UTILITIES
WATER SYSTEM
FINANCE ACTIVITY
FOR QUARTER ENDED 3/31/20

	CURRENT YEAR ACTUAL Current Quarter	CURRENT YEAR ACTUAL Year-To-Date	PRIOR YEAR ACTUAL Current Quarter	PRIOR YEAR ACTUAL Year-To-Date	CURRENT YEAR BUDGET Year-To-Date	ANNUAL BUDGET	% BUDGET
REVENUE IN DOLLARS							
Water Sales	986,950	2,039,032	861,954	1,839,053	2,202,996	4,406,000	46.28
Tap Fees	-	-	-	-	-	-	-
Total Operating Revenue	986,950	2,039,032	861,954	1,839,053	2,202,996	4,406,000	46.28
Less Operating Expense	816,359	1,639,629	812,591	1,524,673	1,850,586	3,701,478	44.30
Net Operating Revenue	170,591	399,403	49,363	314,380	352,410	704,522	56.69
Nonoperating Revenue	39,302	44,225	6,189	11,740	39,600	79,200	55.84
Less Nonoperating Expense	34,735	58,407	38,968	63,341	55,302	110,600	52.81
Net Nonoperating Revenue	4,567	(14,182)	(32,779)	(51,601)	(15,702)	(31,400)	45.17
Net Operating Revenue	170,591	399,403	49,363	314,380	352,410	704,522	56.69
Net Nonoperating Revenue	4,567	(14,182)	(32,779)	(51,601)	(15,702)	(31,400)	45.17
Net Revenue	175,158	385,221	16,584	262,779	336,708	673,122	57.23
Interfund Transfer In	2,164	2,164	2,996	2,996	65,550	131,108	1.65
Interfund Transfer Out	(61,596)	(123,202)	(73,446)	(146,901)	(239,856)	(479,727)	25.68
Net Interfund Transfer	(59,432)	(121,038)	(70,450)	(143,905)	(174,306)	(348,619)	34.72
Change in Net Position	115,726	264,183	(53,866)	118,874	162,402	324,503	81.41
EXPENSE IN DOLLARS							
Production	218,146	426,315	165,892	313,031	473,940	948,016	44.97
Distribution	175,778	367,009	240,628	398,115	403,398	806,906	45.48
Administrative & General	196,174	382,619	195,056	377,335	420,276	840,599	45.52
Depreciation	260,996	522,093	249,983	499,533	608,274	1,216,557	42.92
Total Expense	851,094	1,698,036	851,559	1,588,014	1,905,888	3,812,078	44.54
INFORMATIONAL ONLY, all amounts included above:							
PAYROLL IN DOLLARS *							
Regular	95,649	204,257	114,765	213,628	216,648	433,312	47.14
Overtime	17,365	23,829	41,827	46,973	9,996	20,000	119.15
Total Payroll	113,014	228,086	156,592	260,601	226,644	453,312	50.32
Fixed Asset/Capital WIP	-	-	-	-	-	-	-

Agenda Item #5

WATER SYSTEM

Statement of Operations
For the Quarter Ended 03/31/2020

PRODUCTION DATA:	Current Year Current Quarter		Prior Year Current Quarter	
TOTAL WATER PUMPED				
In 1,000 Gallons:	468,184		402,713	
Plant II Bypass:	261		4,810	
PEAKS:				
Peak Flow - Gallons/Minutes	7,528		11,034	
- Date	15-Jan-20		14-Mar-19	
- Time	1:15 AM		12:30 PM	
Peak Day - 1,000 Gallons	10,630		6,477	
- Date	12-Feb-20		14-Mar-19	
Avg. Day - 1,000 Gallons	15,437		13,406	
COST PER 1,000 GALLONS PUMPED:		YTD		YTD
Average Electric Cost	$0.2491		$0.2491	
Average Production Cost	$0.6526	$0.6114	$0.6097	$0.5302
Average Kilowatts Used	2.76		2.688	

February YTD Production Data/March YTD Sales Data

% OF TOTAL GALLONS PUMPED: CURRENT YEAR -	Y-T-D M-GALLONS	%
Total Sales	919,370	96%
Bulk Water Sales	338	0%
Systems Use	6,790	1%
Plant II Bypass	64,763	7%
Unmetered	487	0%
Difference	(34,493)	-4%
Total Water Pumped	957,255	100%
PRIOR YEAR		
Total Sales	805,736	90%
Bulk Water Sales	406	0%
Systems Use	10,688	1%
Plant II Bypass	89,777	10%
Unmetered	1,065	0%
Difference	(16,981)	-2%
Total Water Pumped	890,691	100%

12-month rolling average production cost per 1,000 gallons pumped:

	$0.4705	$0.5722

City of Fremont Department of Utilities
Water Fund Cash Transactions
For the Quarter Ended 03/31/2020

	Beginning balance	Receipts	Disburse-ments	Ending balance	
Cash	$ 2,103,336	$ 1,040,478	$ (790,667)	$ 2,353,147	A.
Money Market Accounts	$ 757,468	$ 1,084	$ -	$ 758,552	A.
Unrestricted CD Investments	$ -	$ -	$ -	$ -	B.
Debt Service CDs	$ 875,000	$ -	$ -	$ 875,000	C.
Total	**$ 3,735,805**	**$ 1,041,562**	**$ (790,667)**	**$ 3,986,699**	
		net change	250,895		

Totals			**Per Stmt of Net Position**	
Unrestricted cash	A.	$ 3,111,699	$ 3,076,898	$ (34,801)
Restricted cash	A.	$ -	$ 34,801	$ 34,801
Unrestricted investments		$ -	$ -	$ -
Restricted investments	B.C.	$ 875,000	$ 875,000	$ -
Ending balance		**$ 3,986,699**	**$ 3,986,699**	**$ -**

FREMONT DEPARTMENT OF UTILITIES
SEWER SYSTEM
FINANCE ACTIVITY
FOR QUARTER ENDED 3/31/20

	CURRENT YEAR ACTUAL Current Quarter	CURRENT YEAR ACTUAL Year-To-Date	PRIOR YEAR ACTUAL Current Quarter	PRIOR YEAR ACTUAL Year-To-Date	CURRENT YEAR BUDGET Year-To-Date	ANNUAL BUDGET	% BUDGET
REVENUE IN DOLLARS							
Sewer Rentals	1,997,176	3,829,436	1,279,565	2,716,349	3,220,134	6,440,291	59.46
Tap Fees	-	-	-	-	-	-	-
Total Operating Revenue	1,997,176	3,829,436	1,279,565	2,716,349	3,220,134	6,440,291	59.46
Less Operating Expense	1,271,808	2,425,007	1,171,506	2,255,107	3,120,162	6,240,619	38.86
Net Operating Revenue	725,368	1,404,429	108,059	461,242	99,972	199,672	703.37
Nonoperating Revenue	63,757	356,559	49,897	85,840	145,596	291,200	122.44
Less Nonoperating Expense	10,132	644,983	107,650	194,974	609,630	1,219,271	52.90
Net Nonoperating Revenue	53,625	(288,424)	(57,753)	(109,134)	(464,034)	(928,071)	31.08
Net Operating Revenue	725,368	1,404,429	108,059	461,242	99,972	199,672	703.37
Net Nonoperating Revenue	53,625	(288,424)	(57,753)	(109,134)	(464,034)	(928,071)	31.08
Net Revenue	778,993	1,116,005	50,306	352,108	(364,062)	(728,399)	(153.21)
Interfund Transfer In	1,734	1,734	2,402	2,402	52,536	105,080	1.65
Interfund Transfer Out	(90,825)	(181,652)	(120,120)	(240,242)	(281,646)	(563,302)	32.25
Net Interfund Transfer	(89,091)	(179,918)	(117,718)	(237,840)	(229,110)	(458,222)	39.26
Change in Net Position	689,902	936,087	(67,412)	114,268	(593,172)	(1,186,621)	(78.89)
EXPENSE IN DOLLARS							
Production	531,632	984,264	501,388	934,404	1,144,608	2,289,365	42.99
Collection	155,639	271,028	136,716	250,653	361,182	722,463	37.51
Administrative & General	172,605	971,307	260,900	505,495	983,112	1,966,269	49.40
Depreciation	422,064	843,391	380,152	759,529	1,240,890	2,481,793	33.98
Total Expense	1,281,940	3,069,990	1,279,156	2,450,081	3,729,792	7,459,890	41.15
INFORMATIONAL ONLY, all amounts included above:							
PAYROLL IN DOLLARS *							
Regular	231,599	440,499	207,102	405,612	503,436	1,006,890	43.75
Overtime	14,231	22,993	14,909	24,528	24,996	50,000	45.99
Total Payroll	245,830	463,492	222,011	430,140	528,432	1,056,890	43.85
Fixed Asset/Capital WIP	-	-	-	-	-	-	-

Agenda Item #5

SEWAGE SYSTEM

Statement of Operations/Finance Activity
For the Quarter Ended 03/31/2020

TREATMENT PLANT:	CURRENT YEAR January	February	March	Y T D	PRIOR YEAR Y T D
Input in 1,000 Gallons	148,350	140,830	147,240	868,690	801,950
Minimum Flow	3,460	3,510	3,110	20,110	15,810
Maximum Flow	5,440	5,370	5,690	33,950	37,960
Peak Hour Flow	8,650	9,020	8,590	12,000	10,200
Average Day	4,790	4,860	4,750	28,500	26,390
Gas Produced - 1,000 Cubic Feet	4,530	5,038	4,226	29,348	19,179
Propane Used - Gallons	-	-	-	-	-
12-month rolling avg production cost/1,000 gal. input:				1.5108	1.8306
Treatment Cost/ 1,000 Gallons	1.7234	1.8648	1.6896	1.6750	1.7095
Inventory in Dollars			$ 110,822		$ 117,481

City of Fremont Department of Utilities
Sewer Fund Cash Transactions
For the Quarter Ended 03/31/2020

	Beginning balance	Receipts	Disburse-ments	Ending balance	
Cash	$ 2,049,774	$ 2,055,678	$ (2,203,940)	$ 1,901,512	A.
Money Market Accounts	$ 317,978	$ 965	$ -	$ 318,944	A.
Bond Proceeds	$ 7,347,298.20	$ 16,630	$ -	$ 7,363,928	B.
Unrestricted CD Investments	$ -	$ -	$ -	$ -	C.
Debt Service CDs	$ 1,722,500	$ -	$ -	$ 1,722,500	D.
Total	**$ 11,437,550**	**$ 2,073,273**	**$ (2,203,940)**	**$ 11,306,884**	
		net change	(130,666)		

Totals			**Per Stmt of Net Position**	
Unrestricted cash	$ 2,220,456	A.	$ 1,548,010	$ 672,446
Restricted cash	$ 7,363,928	B.	$ 8,036,374	$ (672,446)
Unrestricted investments	$ -	C.	$ -	$ -
Restricted investments	$ 1,722,500	D.	$ 1,722,500	$ -
Ending balance	**$ 11,306,884**		**$ 11,306,884**	**$ -**

FREMONT DEPARTMENT OF UTILITIES
GAS SYSTEM
FINANCE ACTIVITY
FOR QUARTER ENDED 3/31/20

	CURRENT YEAR ACTUAL Current Quarter	CURRENT YEAR ACTUAL Year-To-Date	PRIOR YEAR ACTUAL Current Quarter	PRIOR YEAR ACTUAL Year-To-Date	CURRENT YEAR BUDGET Year-To-Date	ANNUAL BUDGET	% BUDGET
REVENUE IN DOLLARS							
Operating Revenue	5,577,666	8,875,559	6,482,213	10,184,749	7,793,742	15,587,500	56.94
Less Operating Expense	4,266,028	7,826,120	4,971,185	9,444,667	7,606,020	15,212,256	51.45
Net Operating Revenue	1,311,638	1,049,439	1,511,028	740,082	187,722	375,244	279.67
Nonoperating Revenue	16,713	53,114	15,313	42,226	25,998	52,000	102.14
Less Nonoperating Expense	-	-	-	-	-	-	-
Net Nonoperating Revenue	16,713	53,114	15,313	42,226	25,998	52,000	102.14
Net Operating Revenue	1,311,638	1,049,439	1,511,028	740,082	187,722	375,244	279.67
Net Nonoperating Revenue	16,713	53,114	15,313	42,226	25,998	52,000	102.14
Net Revenue	1,328,351	1,102,553	1,526,341	782,308	213,720	427,244	258.06
Interfund Transfer In	-	-	-	-	-	-	-
Interfund Transfer Out	(80,412)	(160,833)	(61,530)	(123,065)	(319,152)	(638,324)	25.20
Net Interfund Transfer	(80,412)	(160,833)	(61,530)	(123,065)	(319,152)	(638,324)	25.20
Change in Net Position	1,247,939	941,720	1,464,811	659,243	(105,432)	(211,080)	(446.14)
EXPENSE IN DOLLARS							
Gas Purchase Expense	3,428,245	6,184,606	4,176,743	7,895,536	5,602,140	11,204,282	55.20
Distribution	369,705	729,945	372,736	715,203	935,448	1,871,040	39.01
Administrative & General	329,885	638,643	309,918	613,091	738,840	1,477,745	43.22
Depreciation	138,193	272,926	111,788	220,837	329,592	659,189	41.40
Total Expense	4,266,028	7,826,120	4,971,185	9,444,667	7,606,020	15,212,256	51.45
INFORMATIONAL ONLY, all amounts included above:							
PAYROLL IN DOLLARS *							
Regular	183,739	370,842	199,924	371,966	389,010	778,017	47.67
Overtime	4,013	9,429	7,988	14,405	7,500	15,000	62.86
Total Payroll	187,752	380,271	207,912	386,371	396,510	793,017	47.95
Late Payment Revenue	30,702	43,275	38,510	52,295	39,996	80,000	54.09
Fixed Asset/Capital WIP	4,455	4,455	-	-	-	-	-

Agenda Item #5

GAS SYSTEM

Statement of Operations/Finance Activity
For the Quarter Ended 03/31/2020

GAS SYSTEM:	CURRENT YEAR January	February	March	Y T D	PRIOR YEAR March	Y T D
Gas volume delivered (Mmbtu)	421,303	358,407	285,254	2,015,765	321,731	2,037,916
Gas Available for Sale	421,303	358,407	285,254	2,015,765	321,731	2,037,916
Cost of Gas / Mmbtu	2.09153	1.76019	1.60473	3.06812 A	3.15274	3.87432
Gas Use / Day / Mmbtu	13,590	12,800	9,202		10,378	
Gas Cost / Day	28,424.774	22,530.929	14,766.355		32,720.452	

A. YTD is calculation using adjusted Gas Purchase Expense YTD/Gas Available for Sale YTD.

Gas Storage in Mcf	75,424	106,886
Natural Gas inventory	$ 140,773	$ 290,429
Other inventory	$ 602,797	$ 576,221
Total inventory	$ 743,570	$ 866,650

City of Fremont Department of Utilities
Gas Fund Cash Transactions
For the Quarter Ended 03/31/2020

	Beginning balance	Receipts	Disburse-ments	Ending balance	
Cash	$ 1,731,521	$ 5,623,094	$ (4,541,602)	$ 2,813,013	A.
Money Market Accounts	$ 757,830	$ 2,322	$ -	$ 760,152	A.
Unrestricted CD Investments	$ 1,500,000	$ 1,000,000	$ (500,000)	$ 2,000,000	B.
Debt Service CDs	$ -	$ -	$ -	$ -	C.
Total	**$ 3,989,352**	**$ 6,625,416**	**$ (5,041,602)**	**$ 5,573,165**	
		net change	1,583,814		

Totals			**Per Stmt of Net Position**	
Unrestricted cash	$ 3,573,165	A.	$ 3,573,165	$ -
Unrestricted investments	$ 2,000,000	B.	$ 2,000,000	$ -
Restricted investments	$ -	C.	$ -	$ -
Ending balance	**$ 5,573,165**		**$ 5,573,165**	**$ -**

CITY OF FREMONT, NEBRASKA
Statement of Net Position - Proprietary Funds
March 31, 2020

	Enterprise Funds				
	Electric Fund	Water Fund	Sewer Fund	Gas Fund	Total
ASSETS					
Current assets:					
Cash and cash equivalents	$ 9,496,551	$ 3,076,898	$ 1,548,010	$ 3,573,165	$ 17,694,624
Investments	10,497,831	-	-	2,000,000	12,497,831
Receivables					
Accounts, net of allowance for doubtful accounts	1,312,067	246,215	262,101	658,270	2,478,653
Unbilled revenue	2,546,946	294,893	509,890	509,081	3,860,809
Due from other funds	173,542	4,119	111	6,539	184,311
Interest	218,993	25,186	201,390	30,299	475,868
Inventory	7,473,275	271,704	110,822	743,570	8,599,371
Prepaid expenses	345,405	84,934	90,555	170,670	691,565
Total current assets	31,477,126	4,003,950	2,722,878	7,691,593	45,895,547
Noncurrent assets:					
Restricted cash and cash equivalents	1,676,276	34,801	8,036,374	-	9,747,451
Restricted investments	8,775,669	875,000	1,722,500	-	11,373,169
Regulatory asset	17,719,225	-	-	790,393	18,509,618
Capital assets					
Land	2,003,254	1,890,618	1,041,962	116,340	5,052,174
Construction in progress	2,114,390	1,054,661	31,885,716	661,343	35,716,109
Depreciable capital assets	221,901,779	42,266,060	57,898,298	19,684,151	341,750,287
Less Accumulated depreciation	(113,146,290)	(19,641,464)	(29,337,668)	(11,833,768)	(173,959,189)
Net capital assets	112,873,133	25,569,875	61,488,308	8,628,065	208,559,382
Total noncurrent assets	141,044,304	26,479,676	71,247,182	9,418,458	248,189,620
Total assets	172,521,430	30,483,625	73,970,061	17,110,051	294,085,167
Deferred Outflows of Reources					
Deferred loss on bond refunding	93,040	19,724	12,329	-	125,093
Total Deferred outlfows of resources	93,040	19,724	12,329	-	125,093
LIABILITIES					
Current liabilities:					
Accounts payable	6,514,340	96,691	1,723,226	900,529	9,234,787
Due to other funds	106,710	9,897	9,736	16,389	142,731
Sales tax payable	284,558	28	-	19	284,605
Accrued interest payable	664,849	27,506	477,935	-	1,170,290
Customer deposits	711,465	1,031	481	-	712,977
Warranty reserve surge protection	9,704	-	-	-	9,704
ST Compensated absences	535,000	20,350	80,100	78,700	714,150
Current portion of long-term obligations	2,907,048	737,412	1,210,540	-	4,855,000
Total current liabilities	11,733,674	892,915	3,502,018	995,637	17,124,243
Noncurrent liabilities:					
Fly Ash liability	154,724	-	-	-	154,724
Compensated absences	571,436	8,123	57,595	177,489	814,643
Noncurrent portion of long-term obligations	58,333,250	3,670,330	31,041,452	-	93,045,031
Total noncurrent liabilities	59,059,410	3,678,453	31,099,047	177,489	94,014,398
Total liabilities	70,793,084	4,571,368	34,601,064	1,173,126	111,138,642
Deferred Inflows of Resources					
Deferred gain on bond refundings	227	229	128	-	584
Total Deferred inlfows of resources	227	229	128	-	584
NET POSITION					
Invested in capital assets, net	53,401,925	21,216,429	37,284,892	8,628,065	120,531,311
Restricted for:					
Debt service	7,930,393	909,801	2,394,946	-	11,235,140
Fly Ash disposal	845,276	-	-	-	845,276
Unrestricted	39,643,565	3,805,523	(298,640.71)	7,308,860	50,459,307
Total net position	$ 101,821,159	$ 25,931,753	$ 39,381,197	$ 15,936,925	$ 183,071,034

Agenda Item #5

COLLECTION ACTIVITY REPORT
Updated March 2020

Activity Month	Accounts Sent to Credit Bureau	Funds Collected	Funds Not Collected	Fees Paid	Net to Utility	Past Year Comparison Net to Utility	Past Year Comparison Accounts Sent to Credit Bureau
Mar-19	$ 15,920.61	$ 3,587.83	$ 12,332.78	$ 1,328.41	$ 2,259.42	$ 3,072.63	$ 3,394.80
Apr-19	$ 6,510.07	$ 3,891.81	$ 2,618.26	$ 1,882.38	$ 2,009.43	$ 1,777.99	$ 8,540.45
May-19	$ 8,789.33	$ 4,043.66	$ 4,745.67	$ 1,182.79	$ 2,860.87	$ 2,791.05	$ 7,065.96
Jun-19	$ 8,922.25	$ 2,177.97	$ 6,744.28	$ 674.22	$ 1,503.75	$ 1,338.06	$ 7,132.51
Jul-19	$ 12,746.49	$ 5,125.59	$ 7,620.90	$ 1,334.26	$ 3,791.33	$ 1,803.82	$ 6,827.03
Aug-19	$ 3,925.07	$ 1,934.12	$ 1,990.95	$ 854.78	$ 1,079.34	$ 1,831.58	$ 3,670.56
Sep-19	$ 7,634.93	$ 5,382.77	$ 2,252.16	$ 1,302.99	$ 4,079.78	$ 1,003.91	$ 9,218.49
Oct-19	$ 13,302.24	$ 1,150.63	$ 12,151.61	$ 1,190.95	$ (40.32)	$ 1,781.11	$ 5,804.00
Nov-19	$ 10,856.03	$ 1,947.17	$ 8,908.86	$ 901.88	$ 1,045.29	$ 1,788.27	$ 7,447.50
Dec-19	$ 6,179.50	$ 3,402.85	$ 2,776.65	$ 962.58	$ 2,440.27	$ 2,635.24	$ 5,562.69
Jan-20	$ 10,721.09	$ 3,774.58	$ 6,946.51	$ 680.67	$ 3,093.91	$ 738.16	$ 4,169.01
Feb-20	$ 6,308.59	$ 7,170.78	$ (862.19)	$ 1,234.08	$ 5,936.70	$ 1,068.34	$ 2,931.05
Mar-20	$ 2,426.77	$ 3,136.01	$ (709.24)	$ 896.46	$ 2,239.55	$ 2,259.42	$ 15,920.61
Total	**$ 98,322.36**	**$ 43,137.94**	**$ 55,184.42**	**$ 13,098.04**	**$ 30,039.90**	**$ 20,816.95**	**$ 84,289.86**
	12 Month Averages	12 Month Percentages				12 Month Averages	
	$ 8,193.53	43.87%	56.13%	30.36%	69.64%	$ 1,734.75	$ 7,024.16

Notations:
Precollect fee is $3.75 per account sent to Credit Bureau.
Full collect fee ranges from 33% to 50% of collected amount.

Agenda Item #5

STAFF REPORT

TO: Utilities and Infrastructure Board

FROM: Jeff Shanahan, Power Plant Superintendent

DATE: May 12, 2020

SUBJECT: Lon D. Wright Power Plant Lease Caterpillar Compact Track Loader

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Recommendation: Request Authorization to enter into a one-year lease agreement with Nebraska Machinery (NMC) for a Caterpillar Compact Track Loader Model 259D3.

BACKGROUND:

This will be our fifth one-year lease agreement for a Caterpillar Compact Track Loader Model 259D3 (Skid Steer) to be utilized at the Lon D. Wright Power Plant. This loader will primarily be utilized to move lime ash and waste grit from the Air Quality Control System to the ash monofill

NMC offered the City of Fremont Lon D. Wright (LDW) Power Plant a one-year lease agreement at the government rate of $5,500 dollars plus tax.

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, Utility Staff to sign a lease agreement and issue a purchase order to NMC for a Caterpillar Compact Track Loader Model 259D3 for $5,500.

FISCAL IMPACT:

$5,500 plus tax for Caterpillar Compact Track Loader, this item was budgeted.

STAFF REPORT

TO: Utilities and Infrastructure Board

FROM: Jeff Shanahan, Power Plant Superintendent

DATE: May 12, 2020

SUBJECT: Union Pacific Industrial Track Agreement

Recommendation: Request Authorization to sign the Union Pacific Industrial Track Agreement.

BACKGROUND:

The City of Fremont, Department of Utilities, Lon D. Wright (LDW) Power Plant contracts with Union Pacific (UP) Railroad to deliver coal to the facility for the generation of electric energy. UP enters Fremont tracks and sets the cars for Fremont to unload.

In 2019, UP informed LDW that they were moving from 123 coal car shipments to 150 coal car shipments. Fremont is in the process of building additional ladder track to support the 150 coal car shipments. Because of this track expansion UP requires a revised Industrial Track Agreement between Union Pacific and the City of Fremont.

The City of Fremont Legal team has reviewed this agreement, made comments and discussed with UP.

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, Mayor to sign the Industrial Track Agreement.

FISCAL IMPACT:

$0.00

***** subject to change based on approved construction drawings *****

INDUSTRY TRACK AGREEMENT

THIS AGREEMENT ("Agreement") is made_____, 20____ ("Effective Date"), between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"), and **CITY OF FREMONT**, a Municipal Corporation of the State of Nebraska municipal corporation to be addressed at 400 East Military Avenue, Fremont, Nebraska 68025-5141 ("City").

RECITALS:

City desires the construction, maintenance and operation of a 1,918-foot Track A, modifications to City Tracks 713, 714 and continued maintenance and operation of City Tracks 708, 709, 711 and 712 (hereinafter collectively "Track") to establish rail service at or near Fremont, Dodge County, Nebraska (Circ 7: NX039, Yard 01, Mile Post 364) Railroad's Blair Subdivision, as shown on the drawing dated _____, attached hereto as **Exhibit A**, to which Railroad is agreeable subject to the terms and conditions of this Agreement.

AGREEMENT:

Article 1. <u>TRACK IDENTIFICATION</u>

A. As used in this Agreement with respect to any particular track comprising all or part of the Track:

"**Point of Switch**": the beginning of the track.

"**Clearance Point**": the initial 13-foot clearance point on the track, which is the point on the centerline of the track that is thirteen (13) feet distant, measured at right angles, from the centerline of the adjacent track.

"**Railroad Property Line**": the point on the track that intersects the property line or right-of-way boundary line of Railroad.

"**Derail Device**": a track safety device in the rail designed to guide a railcar off the track at a selected spot as a means of protection against collisions or accidents.

B. For the purpose of this Agreement, the following segments of Track 709 shall be identified as follows:

Engineering Station 0+00	the Point of Switch
Engineering Station 1+62, 52+18	the Clearance Point
Engineering Station 1+82, 51+09	the location of a Derail Device
Engineering Station 2+72, 50+47	the Railroad Property Line
Engineering Station 53+74	the end of track

C. The parties acknowledge that the Track from time to time may be assigned different identifying descriptions, including without limitation the Railroad station name, subdivision, yard and track numbers (if applicable), and Milepost numbers, which shall not affect the applicability of this Agreement. All references in this Agreement to the Track apply to the Track as constructed, even if it differs from its depiction on **Exhibit A**. References in this Agreement to the Track also apply to rearrangements,

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reconstructions, extensions, or additions to the Track. However, City must in all events obtain Railroad's prior written approval of the plans for any proposed Track changes.

D. Railroad has the right at any time, but not the obligation, to rearrange or reconstruct the Track or modify its elevation in order to develop or modify Railroad property or tracks. If Railroad chooses to exercise this option, Railroad shall bear all costs of any such change in the Track by Railroad, except that City shall bear the cost if the change is due to governmental requirements, safety needs, or any other cause beyond Railroad's reasonable control.

Article 2. OWNERSHIP OF THE TRACK

A. Railroad shall own the portion of Track 709 from the Point of Switch up to and including the Clearance Point at Engineering Station 1+62 and from the Clearance Point at Engineering Station 52+18 to the end of the track ("Railroad Track Portion").

B. City shall own the portion of Track 709 between the Clearance Points and all portions of Tracks A, 708, 711, 712, 713 and 714 ("City Track Portion").

Article 3. MATERIALS SUPPLIED AND WORK PERFORMED BY CITY

A. City, at its expense and subject to the prior approval of Railroad, will perform all grading and install all necessary drainage facilities required in connection with the construction of the Track, to the standards and satisfaction of Railroad, and arrange to modify any overhead and/or underground utilities to meet Railroad specifications.

C. City, at its expense, will also perform City's work referenced in the Scope of Work Matrix shown on **Exhibit A**, and install walkways along both sides of the Track beyond the Clearance Point. Track construction performed by City must conform to Railroad's specifications for construction of industrial tracks.

D. All construction work of City shall be completed within a reasonable time, and in any event within eighteen (18) months from the Effective Date, or within such further period of time as may be agreed in writing by the parties hereto.

Article 4. USE AND OPERATION OF THE TRACK

A. Railroad agrees to operate the Track, and to provide rail service to City over the Track under applicable tariffs or rail transportation contracts. Railroad is not obligated to operate the Track or provide rail service to City when, as determined by Railroad in its sole and absolute discretion, the safe and/or efficient operation of the Track is or may be hindered by City's breach of this Agreement or by any cause beyond Railroad's reasonable control, including, without limitation, inclement weather, natural disaster, governmental action, terrorist attack, or labor dispute.

B. Railroad hereby grants to City the non-exclusive right to use Railroad's property underlying that portion of the Track owned by City, if any, as described in Article – "OWNERSHIP OF THE TRACK," being nine (9) feet on each side of such Track, for the purpose of constructing, maintaining, repairing, and reconstructing the City Track Portion and for storing railcars.

C. Railroad grants City the right of ingress and egress to the Track over Railroad's property in the most practical means for the sole, specific purpose of City's fulfilling its obligations under this

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Agreement. City shall not have any right to enter Railroad's property for the purpose of loading, unloading, or moving railcars unless that right is specified elsewhere in this Agreement.

D. Railroad has the right to use the Track for Railroad's own purposes, including normal switching operations, setting out of bad order cars, and the temporary placement of vehicles and maintenance of way equipment, except to the extent Railroad's use would substantially interfere with rail service to City.

E. City shall manage the inventory of inbound and outbound railcars on the Track so as not to adversely impact Railroad operations, and shall cooperate with Railroad operational requirements. If City's failure to manage its inventory of railcars on the Track adversely impacts Railroad's operations, in addition to any other rights and remedies it may have, Railroad shall have the right to terminate this Agreement immediately upon notice to City.

F. This Agreement sets forth the terms and conditions pertinent to the Track in connection with service provided by Railroad at this location. It does not obligate Railroad to provide such service. Railroad's service to, from, and at this location is governed by the terms of the applicable rail transportation agreement, circular, tariff, or other authority.

G. If at any time in the course of providing service to City, Railroad operates on track at this location other than Track as defined in this Agreement, all terms and conditions of this Agreement shall be deemed to apply to such operation and any track so utilized. Notwithstanding the foregoing, such operation shall be solely at Railroad's discretion and nothing in this Agreement shall be deemed to require Railroad to provide any service outside of the Track.

H. City shall not use the Track for shipping, receiving, handling, or storage of cars containing hazardous materials.

Article 5. <u>TERM; TERMINATION</u>

A. The initial term of this Agreement ("Initial Term") begins on the Effective Date and extends for three (3) years. Thereafter, this Agreement shall continue with automatic month-to-month extensions.

B. City may terminate this Agreement at any time upon thirty (30) days' notice to Railroad.

C. Railroad may terminate this Agreement at any time upon thirty (30) days' notice to City if continued operation of the Track (including but not limited to the switch connection itself) becomes impracticable due to abandonment or embargo of rail lines, or if the continued presence of the Track would interfere with Railroad operations (including but not limited to, line changes, construction of new lines, or Railroad installation of facilities. In the event Railroad terminates this Agreement pursuant to this subparagraph, Railroad shall attempt to provide City a substitute switch connection if such a switch connection would be reasonably practicable, could be made safely, and would furnish sufficient business to justify the cost of construction and maintenance.

D. Notwithstanding any provision herein to the contrary, if at any time City continues in default in the performance of any covenant or promise in this Agreement for a period of thirty (30) days after notice from Railroad to City specifying such default, Railroad may, at its option, forthwith terminate this Agreement; provided, however, that if a default by City is deemed by Railroad to be unusually dangerous or hazardous, Railroad may immediately suspend its performance under this Agreement during the thirty (30)-day default cure period. Such termination shall be effective on the thirty-first (31st) day after

Railroad's notice of default is deemed received as provided in Article – "NOTICES," if default still exists, and no further notice of termination shall be required.

E. Notwithstanding any provision herein to the contrary, after the Initial Term Railroad shall have the following rights: (a) to terminate this Agreement at any time upon one hundred eighty (180) days notice to City, and (b) to deem this Agreement terminated, without notice to City, if at any time City ceases its possession of and sells or leases the City Track Portion or City's facility that is served by the Track.

F. Termination of this Agreement will not affect any of the rights, obligations, or liabilities of the parties that have accrued before termination.

G. Upon termination of this Agreement for any reason, City shall vacate and surrender the quiet and peaceable possession of the right-of-way or other property owned by Railroad upon which the Track is located, if any. Railroad shall have the right to remove the portion of the Track it owns. Not later than the last day of the term of this Agreement, City, at its sole cost and expense, shall (a) remove from Railroad's right-of-way or other property all portions of the Track owned by City, obstructions, contamination caused by or arising from the use of the Track for City's purposes, and other property not belonging to or authorized by Railroad located thereon and (b) restore Railroad's right-of-way or other property to as good a condition as it was in before the Effective Date. If City fails to perform such removal and restoration to the satisfaction of Railroad, Railroad may perform the work at City's expense, but in any event and subject to the terms of this Agreement, Railroad shall not be responsible for any liability, claims, loss, expenses, or damages incurred as a result of any act of City, including without limitation City's contamination and/or failure to vacate, surrender, remove, or restore the Track or any real or personal property adjacent to, underneath, or next to the Track. Any portion(s) of the Track owned by City and not removed as provided herein may, at Railroad's election, be deemed abandoned and become the property of Railroad or Railroad, at City's sole cost and expense, may remove such portion(s) of the Track from Railroad's property and dispose of same and restore Railroad's property. If Railroad performs such track removal, disposal, and/or restoration, City shall reimburse Railroad within thirty (30) days of its receipt of billing from Railroad for all costs and expenses incurred by Railroad (less any resulting salvage value) in connection therewith.

H. Notwithstanding the immediately preceding paragraph, upon notice to City, Railroad shall have the option to purchase at salvage value, prior to their removal, any or all portions of the Track and structures owned by City located on Railroad's right-of-way or other property. For purposes of this Agreement, "salvage value" shall mean the then fair market value of the components of the Track and structures if they were removed and sold, net of costs of removal and sale.

Article 6. <u>PERMITS AND PROPERTY</u>

City warrants that it and/or its predecessor(s), at no expense to Railroad, have obtained and shall maintain in force, all governmental permits and approvals and all property rights now or in the future necessary for the construction, maintenance, and operation of all portions of the Track located off Railroad's property, if any.

Article 7. <u>MAINTENANCE BY RAILROAD</u>

A. Railroad, at Railroad's expense, shall inspect and maintain the Railroad Track Portion (including, without limitation, rail, ties, ballast and other track material, and all track appurtenances).

B. Railroad, at Railroad's expense, shall maintain any wayside signal system (including, without limitation, leaving signals, switch circuit controllers, power switches and derails, and Positive Train

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Control System components) that (a) is located within Railroad's right of way or within a Control Point controlled and dispatched remotely by Railroad or (b) is located on City property and comprises part of Railroad's signal circuits. For purposes of the foregoing, a "Control Point" is a location where the signals and/or switches of a traffic control system are operated and/or controlled from a distant location.

C. Railroad shall maintain any road crossing warning device that protects any of the Railroad Track Portion at Railroad expense if such device protects only Railroad-owned Track, and at City expense on a pro rata basis to the extent such device also protects any track owned by City. In no event shall Railroad be responsible for maintaining road crossing warning devices that do not protect any of the Railroad Track Portion.

D. City grants Railroad the right of ingress and egress over City's property as reasonably necessary to allow Railroad to perform maintenance under this Article. City shall not interfere with Railroad's maintenance activities hereunder, nor with Railroad signal operation.

E. Railroad is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of contractors, subcontractors, and/or employees who will be physically performing services 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 a newly hired employee.

Article 8. MAINTENANCE BY CITY

A. City, at City's expense, shall inspect and maintain the City Track Portion (including, without limitation, rail, ties, ballast and other track material, crossing surface and signals at any intersection of the track with a public road, and all track appurtenances except for those signal systems to be maintained by Railroad as provided in Article – "MAINTENANCE BY RAILROAD"). This obligation shall include, without limitation, maintenance required as a result of normal wear and tear, repairs, and track reconstruction as necessary. All track maintained by City hereunder shall be maintained to at least Federal Railroad Administration Class 1 track standards pursuant to 49 C.F.R. Part 213 or such replacement standards as in effect from time to time.

B. City shall maintain in a safe condition the property under and adjacent to the City Track and City property upon which Railroad's employees or contractors may enter pursuant to this Agreement, including, without limitation, removal of snow, ice, vegetation, and other substances and/or materials that might create a hazardous or unsafe condition, elimination of any tripping or slipping hazards, and maintenance of proper drainage and grading to permit safe operation over the Track.

C. Maintenance, repairs, and any track reconstruction performed by City must conform to Railroad's standards.

Article 9. SAFETY; COMPLIANCE WITH LAWS

A. Clearances/Impairments. Except as otherwise provided elsewhere in this Agreement, City must not construct, maintain, place, or allow the construction or placement of, any structure or object (including, without limitation, platforms, fences, vehicles, equipment, and when open or closed, gates, doors, and windows) closer to the Track than the standard clearance requirements of Railroad without Railroad's prior written consent as evidenced by an amendment or supplement to this Agreement. The

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standard clearances of Railroad ("Standard Clearances") are (a) horizontally, nine (9) feet from the centerline of the Track, and increased one and one-half inches (1-1/2'') for each degree of curvature of the Track, and (b) vertically, twenty-three feet four inches (23'4") above the top of the rail of the Track. Railroad hereby consents to City's impairment of the Standard Clearances by use of a portable loading/unloading device, provided that (a) the device when not in use is moved to a safe distance beyond the Standard Clearances, (b) all fallen debris from the operation of the device within the Standard Clearances shall be immediately cleaned up and properly disposed of, (c) the device is maintained in a safe operable condition, and (d) City shall be solely responsible for all damages or injuries arising from the use of any such device, including without limitation from fallen debris, in accordance with Article – "LIABILITY" of this Agreement. Any moveable equipment, including, but not limited to, dock plates and loading or unloading spouts or equipment, that impairs the Standard Clearances requirements may be used only when the rail car is stationary, and when not in use must be securely stored or fastened so as not to violate Standard Clearances requirements.

B. Facilities. Except as otherwise provided elsewhere in this Agreement, City must not construct, maintain, or place or allow the construction, maintenance, or placement of, any installations (including, without limitation, pits, load out facilities, buildings, road crossings, beams, pipes, or wires) over or under the Track without Railroad's prior written consent as evidenced by an amendment or supplement to this Agreement.

C. Protection of Railroad Employees/Contractors.

1. City shall ensure that Railroad employees and contractors on or near City's property pursuant to this Agreement are not exposed to any unsafe, hazardous, or harmful conditions on or emanating from City's property, including, without limitation, exposure, release, or emission of dust or chemicals. If City becomes aware of the presence of any such condition and is unable to immediately eliminate the condition, then City shall immediately notify Railroad's Response Management Communication Center ("RMCC") of the condition by telephone to **1-888-877-7267**. Providing the notification will not relieve City of its obligations and liabilities for the condition.

2. City shall provide and maintain a clear and safe walkway for Railroad employees and contractors along both sides of the City Track Portion.

D. City to Train and Oversee Employees/Contractors. City shall train and oversee its employees, contractors, and agents as to proper and safe working practices to follow when performing any work in connection with this Agreement, including, without limitation, any work associated with Railroad serving City over the Track.

E. Intraplant Switching. City must not perform any intraplant switching, unless elsewhere specifically authorized in this Agreement. Intraplant switching means any movement of rail cars on the Track by City.

F. Fire Precautions and Vegetation Control. City must not allow any fire hazards to exist on City's property that might endanger the Track or operations on the Track. Without limitation of the preceding sentence, City must not place, or allow to be placed, any flammable material within ten (10) feet of centerline of the Track. City shall remove or otherwise control vegetation adjacent to the Track in accordance with applicable local, state, and federal standards and so that it does not constitute a fire hazard or impair sight lines from the train.

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G. Telecommunications and Fiber Optic Cable Systems. Telecommunications and fiber optic cable systems may be buried on Railroad's property. Prior to undertaking work on Railroad's property, City shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Friday, except holidays) at **1-800-336-9193** (also a 24-hour, 7-day number for emergency calls) to determine if telecommunications or fiber optic cable are buried anywhere on Railroad's property to be used by City. If it is, City will telephone the telecommunication company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the cable and will commence no work on Railroad's property until all such protection or relocation has been accomplished.

H. Notice and Flagging.

1. Prior to entering Railroad's right-of-way or other property for the purpose of performing any construction, reconstruction, maintenance, or repair of the Track as set forth in this Agreement, and/or constructing additional track segments connecting to the Track, City and/or its contractors shall first advise Railroad's local engineering field manager at least ten (10) working days in advance of such work so that Railroad can determine if flagging and/or other protection is needed. If Railroad deems that flagging and/or other protection is needed, no work of any kind shall be performed, and no person, equipment, machinery, tool, material, vehicle, or thing shall be located, operated, placed, or stored within 25 feet of the Track or any other track of Railroad at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. In case of a need to perform emergency repair of the Track, City shall telephone Railroad's RMCC at **1-888-877-7267**, and the parties shall cooperate reasonably to address the emergency appropriately.

2. If flagging or other special protective or safety measures are performed by Railroad, such services will be provided at City's expense with the understanding that if Railroad provides any flagging or other services, City shall not be relieved of any of its responsibilities or liabilities under this Agreement, including without limitation liabilities arising out of or connected to City notifications under this Agreement.

3. City shall promptly pay to Railroad all charges connected with such services within thirty (30) days after presentation of a bill. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagman used during regularly assigned hours and overtime in accordance with union collective bargaining agreements and schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and Unemployment Compensation, supplemental pension, Employer's Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect on the day that the flagging is provided. One and one-half times the current hourly rate is paid for overtime, Saturdays, and Sundays; two and one-half times current hourly rate is paid for holidays. Wage rates are subject to change at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, City shall pay on the basis of the new rates and charges. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by said flagman following the flagman assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though City and/or City's contractors may not be working during such time. When it

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becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, City or City's contractors must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, City will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five (5) day cessation notice has been given to Railroad.

4. City shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad City as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Industry to utilize a CIC pursuant to the preceding sentence, City shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, City shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this paragraph, in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

I. Compliance with Laws.

1. City shall comply with all applicable ordinances, regulations, statutes, rules, decisions, and orders (including, but not limited to, those relating to safety, zoning, rail operations, air and water quality, noise, hazardous substances, hazardous materials, and hazardous wastes) issued by any court or federal, state, or local governmental entity, including, without limitation, the federal Department of Transportation, the Federal Railroad Administration, and the federal Environmental Protection Agency ("Laws"). City shall be solely responsible for securing and maintaining, at its expense, any necessary permits, licenses, and approvals required by any Laws for City's operations.

2. If at any time City is not in full compliance with any Laws, Railroad, after notifying City of its noncompliance and City's failure to correct such noncompliance within a timeframe that is satisfactory to regulatory and/or other legal authorities, may choose at its sole discretion and without assuming any legal, common law, or statutory obligation, to take whatever action is necessary to bring the Track and any Railroad property affected by such noncompliance into compliance with such Laws; provided, however, that if City's failure to comply with the Laws interferes with, obstructs, or endangers Railroad mainline or yard operations in any way, Railroad may initiate compliance action immediately. City shall reimburse Railroad for all costs (including without limitation consulting, engineering, clean-up, disposal, legal costs and attorneys' fees, fines, and penalties) incurred by Railroad in complying with, abating a violation of, or defending any claim of violation of such Laws.

J. Minimum Standards; City Responsibility. The provisions in this Agreement relating to safety are minimum standards only, and do not relieve City of the obligation to comply with Laws or to conduct its operations and maintain its property in a safe manner and free from hazards to human beings and the environment. City in all events is solely responsible for the safety of its operations, its employees, and its property, and no consent, approval, review, waiver, investigation, observation, knowledge, or advice

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of or by Railroad, including any action undertaken with the authority set forth in this Agreement, will relieve City of such responsibility.

Article 10. <u>LIABILITY</u>

A. FOR PURPOSES OF THIS ARTICLE, THE FOLLOWING DEFINITIONS SHALL APPLY:

"RAILROAD": RAILROAD AND ITS OFFICERS, AGENTS, AND EMPLOYEES.

"CITY": CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES.

"PARTY": RAILROAD OR CITY.

"LOSS": LOSS OF OR DAMAGE TO THE PROPERTY OF ANY THIRD PERSON OR PARTY (INCLUDING ENVIRONMENTAL CLAIMS), INJURY OR DEATH OF ANY THIRD PERSON OR PARTY, AND/OR ANY REGULATORY CHARGE, FINE OR PENALTY. "LOSS" SHALL ALSO INCLUDE, WITHOUT LIMITATION, THE FOLLOWING EXPENSES INCURRED BY A PARTY: COSTS, EXPENSES, THE COST OF DEFENDING LITIGATION OR A REGULATORY PROCEEDING, ATTORNEYS' FEES, EXPERT WITNESS FEES, COURT COSTS, ARBITRATION OR MEDIATION COSTS, MEDIATOR AND/OR ARBITRATOR FEES, AMOUNTS PAID IN SETTLEMENT, THE AMOUNT OF A JUDGMENT, PRE-JUDGMENT AND POST-JUDGMENT INTEREST, AND COSTS OF RESPONSE (INCLUDING ANALYTICAL, REMEDIATION, AND GOVERNMENTAL OVERSIGHT COSTS) ARISING OUT OF ANY INCIDENT INVOLVING THE RELEASE OF HAZARDOUS SUBSTANCES, HAZARDOUS MATERIALS, OR HAZARDOUS WASTES.

B. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, ALL LOSS RELATED TO THE CONSTRUCTION, OPERATION, MAINTENANCE, USE, PRESENCE, OR REMOVAL OF THE TRACK SHALL BE ALLOCATED AS FOLLOWS:

1. EXCEPT AS PROVIDED IN SUBARTICLE B.4 OF THIS ARTICLE – "LIABILITY" BELOW, – RAILROAD SHALL DEFEND AND INDEMNIFY CITY AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR LOSS ARISING OUT OF OR CONNECTED TO THE NEGLIGENT ACTS OR OMISSIONS OF RAILROAD.

2. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CITY SHALL DEFEND AND INDEMNIFY RAILROAD AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR LOSS ARISING OUT OF OR CONNECTED TO THE NEGLIGENT ACTS OR OMISSIONS OF CITY.

3. EXCEPT AS PROVIDED IN SUBARTICLE B.4 OF THIS ARTICLE – "LIABILITY" BELOW, RAILROAD AND CITY SHALL EACH PAY THEIR PROPORTIONATE SHARE OF ANY AND ALL CLAIMS FOR LOSS ARISING OUT OF OR CONNECTED TO THE JOINT OR CONCURRING NEGLIGENCE OF RAILROAD AND CITY, SUCH PROPORTIONATE SHARE TO BE DETERMINED BY THE COMPARATIVE FAULT OF EACH PARTY; PROVIDED, HOWEVER, THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS IMPAIRING THE

RIGHT OF EITHER PARTY TO SEEK CONTRIBUTION OR INDEMNIFICATION FROM A THIRD PERSON.

4. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CITY SHALL DEFEND AND INDEMNIFY RAILROAD AND HOLD IT HARMLESS FROM AND AGAINST ANY LOSS ARISING OUT OF OR CONNECTED TO THE FOLLOWING (REGARDLESS OF THE EXTENT OF RAILROAD'S OR A THIRD PARTY'S FAULT OR LIABILITY):

a. ANY IMPAIRMENT OF CLEARANCES OR INTRAPLANT SWITCHING BY CITY, REGARDLESS OF WHETHER IT IS A BREACH OF THIS AGREEMENT OR HAS BEEN CONSENTED TO OR WAIVED BY RAILROAD;

b. ANY PRIVATE OR PUBLIC ROAD CROSSING OVER ANY CITY TRACK PORTION OR ANY LEASED TRACK REGARDLESS OF WHETHER IT IS A BREACH OF THIS AGREEMENT OR HAS BEEN CONSENTED TO OR WAIVED BY RAILROAD;

c. ANY EXPOSURE OF ANY RAILROAD EMPLOYEE OR CONTRACTOR TO ANY UNSAFE, HAZARDOUS, OR HARMFUL CONDITION ON OR EMANATING FROM CITY'S PROPERTY;

d. ANY EMISSION, DISCHARGE, LEAK, SPILL, OR OTHER FORM OF RELEASE, AS THAT TERM IS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, OF HAZARDOUS SUBSTANCES, HAZARDOUS MATERIALS, OR HAZARDOUS WASTES SHIPPED, RECEIVED, OR STORED BY CITY, REGARDLESS OF WHETHER SUCH SHIPMENT, RECEIPT, OR STORAGE IS A BREACH OF THIS AGREEMENT OR HAS BEEN CONSENTED TO OR WAIVED BY RAILROAD;

e. ANY DAMAGE TO RAIL EQUIPMENT ON THE TRACK, OR CARGO OR COMMODITY STORED IN RAILCARS ON THE TRACK (EXCLUDING THOSE RAILCARS PLACED BY RAILROAD PURSUANT TO ARTICLE – "USE AND OPERATION OF THE TRACK") RESULTING FROM ANY ACT OR EVENT BEYOND THE CONTROL OF RAILROAD, INCLUDING WITHOUT LIMITATION ANY ACT OF GOD AND SPECIFICALLY INCLUDING WATER DAMAGE FROM WHATEVER SOURCE; OR

f. THIRD PARTY USE OF ALL OR A PORTION OF THE TRACK WITHOUT COMPLIANCE WITH ARTICLE – "ASSIGNMENT; USE BY THIRD PARTIES."

C. THE RIGHT TO INDEMNIFICATION UNDER THIS ARTICLE – "LIABILITY" WILL ACCRUE UPON THE LATER OF THE OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS OR THE ASSERTION BY A THIRD PARTY OF A CLAIM FOR A LOSS.

D. CITY EXPRESSLY ASSUMES POTENTIAL LIABILITY UNDER THIS ARTICLE – "LIABILITY" FOR ACTIONS BROUGHT BY CITY'S OWN EMPLOYEES, AND HEREBY AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS RAILROAD FOR

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ANY LOSS TO CITY'S EMPLOYEES REGARDLESS OF FAULT. CITY HEREBY WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKERS' COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY RAILROAD UNDER THIS –ARTICLE – "LIABILITY." CITY ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES.

E. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT UNDER THE FEDERAL EMPLOYER'S LIABILITY ACT AGAINST RAILROAD MAY BE USED BY INDUSTRY IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST RAILROAD.

F. NO PROVISION OF THIS AGREEMENT WITH RESPECT TO INSURANCE WILL LIMIT THE SCOPE OR EXTENT OF THE INDEMNITY UNDER THIS ARTICLE – "LIABILITY" AND CITY UNDERSTANDS AND ACCEPTS THAT THE TERMS OF THIS ARTICLE ARE WHOLLY SEPARATE FROM AND INDEPENDENT OF THE TERMS OF ARTICLE – "INSURANCE."

Article 11. INSURANCE

A. Irrespective of and in addition to any indemnity provisions hereof, before the term of this Agreement begins, City, at its sole expense, shall provide to Railroad prior to execution, and subsequently upon request, a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit B** attached and by reference made a part of this Agreement.

B. Not more frequently than once every two (2) years, Railroad has the right to modify reasonably the required insurance coverage to reflect then-current risk management practices in the railroad City and underwriting practices in the insurance City.

C. City understands and accepts that the terms of this Article are wholly separate from and independent of the terms of Article -- "LIABILITY."

Article 12. PAYMENT OF INVOICES; COSTS AND EXPENSES

A. Cost(s) and expense(s) payable by City hereunder include without limitation direct and indirect labor and material costs including all then-current assignable Railroad cost additives, and material at then-current values when and where used. Invoices shall be due thirty (30) days after invoice date. Invoices not paid within thirty (30) days are subject to interest at the then-current delinquency rate charged by Railroad.

B. City shall pay Railroad all accessorial charges that, pursuant to UP-6004 series tariff publications or any successor publications, are assessed on railcars destined to or originating from the Track, including, but not limited to, demurrage, switching, reconsignments, and weighing charges.

Article 13. NOTICES

Any notice or other communication required or permitted to be given under this Agreement must be in writing and (a) personally delivered; (b) delivered by a reputable overnight courier; or (c) delivered by certified mail, return receipt requested and deposited in the U.S. Mail, postage prepaid. Facsimile notices are valid only if actually received by the individual to whom addressed, and followed by delivery of actual notice in the manner described above within three (3) business days thereafter. Notices will be deemed received at the earlier of actual receipt, or one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit, or three (3) business days after deposit in the U.S. Mail as evidenced by

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a return receipt. Notices must be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other in the manner described above:

If to Railroad: UNION PACIFIC RAILROAD COMPANY
ATTN: Real Estate Folder 3203-51
1400 Douglas Street, STOP 1690
Omaha, Nebraska 68179-1690
Facsimile: (402) 501-0340

With copy to: UNION PACIFIC RAILROAD COMPANY
ATTN: Law Department - Industrial Track
1400 Douglas Street, STOP 1580
Omaha, Nebraska 68179-1580
Facsimile: (402) 501-0132

If to City: CITY OF FREMONT
400 East Military Avenue
Fremont, Nebraska 68025-5141
Facsimile: 402-727-2667

With copy to: Fremont City Attorney
400 East Military Avenue
Fremont, Nebraska 68025-5141
Facsimile: 402-727-2667

Article 14. <u>ASSIGNMENT; USE BY THIRD PARTIES</u>

A. City must not assign this Agreement or permit use of the Track by any person or entity other than City and Railroad without the prior written consent of Railroad. Railroad has the right to withhold its consent in its sole and absolute discretion. Railroad may terminate this Agreement immediately upon notice to City for any departure from the terms of this SubArticle.

B. Without limitation of the immediately preceding SubArticle, City shall immediately notify Railroad of any sale or lease of all or any portion of the City Track Portion or of City's facility that is served by the Track. If Railroad consents to the joint use of the Track by City's lessee or other user, then City and City's lessee or other user will be required to enter into Railroad's then-current form of Joint Use Agreement.

C. Subject to the two immediately preceding SubArticles, this Agreement binds and benefits the heirs, executors, administrators, successors, and assigns of Railroad and City.

Article 15. <u>ATTORNEYS' FEES</u>

If either party retains an attorney to enforce this Agreement, the prevailing party is entitled to recover reasonable attorneys' fees to the extent allowed by applicable law.

Article 16. <u>WAIVER OF BREACH; SAVINGS</u>

Any waiver by either party of any breach by the other of this Agreement will not affect or impair rights arising from any other or subsequent breach. If any one or more of the provisions in this Agreement shall be invalid, illegal, or unenforceable in any respect under any applicable law: (a) the validity, legality,

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and enforceability of the remaining provisions shall not in any way be affected or impaired, and (b) to the fullest extent possible and permitted by law, the provisions of this Agreement shall be construed so as to give a maximum effect to the intent manifested by the provision held to be invalid, illegal, or unenforceable.

Article 17. RIGHTS AND OBLIGATIONS OF RAILROAD

If any of the rights and obligations of Railroad under this Agreement are substantially and negatively affected by any changes in the Laws applicable to this Agreement, whether statutory, regulatory, or under federal or state judicial precedent, then Railroad may require City to enter into an amendment to this Agreement to eliminate the negative effect on Railroad's rights and obligations to the extent reasonably possible.

Article 18. ENTIRE AGREEMENT

This Agreement, including its Exhibits, along with any license agreements or leases applicable to any installation over, under, or near the Track, is the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes all oral agreements and prior written agreements between the parties pertaining to this transaction. The Recitals are hereby incorporated into this Agreement and shall be deemed a part hereof. This Agreement may be amended only by a written instrument signed by City and Railroad.

Article 19. GOVERNING LAW

This Agreement and any dispute arising from this Agreement will be governed by the laws of the state in which the Track is located without regard to principles of conflicts of laws. Notwithstanding anything to the contrary set forth in the foregoing sentence or elsewhere in this Agreement, federal law shall control on all subjects preempted by federal law. For purposes of clarity, Railroad and City each agree that nothing in this Agreement is meant to be, nor shall be interpreted to be, a waiver of principles of legal preemption or preclusion that may apply to Railroad because of its status as a common carrier regulated by the federal government, including without limitation the Surface Transportation Board and the FRA.

Article 20. DISPUTE RESOLUTION

A. Disputes. Any dispute arising under or related to this Agreement shall be resolved as set out below.

B. Informal Resolution. If either party believes a dispute exists, that party may notify the other party, pursuant to the Article – "NOTICE," that a dispute exists and of the nature of the dispute. The other party shall respond within ten (10) business days after notice, and notify the complaining party of its position in response and of its agreement to meet and attempt in good faith to resolve the dispute. If the other party responds timely and agrees to meet, the parties' authorized representatives and counsel shall meet within ten (10) business days after the response date and confer in good faith and exercise reasonable efforts to resolve the dispute. If the parties cannot informally resolve the dispute, then they are free to exercise their rights as they deem appropriate, including without limitation to initiate litigation.

Article 21. USE BY OTHER RAILROADS

This Agreement is made for the benefit of such other railroads, if any, that either by agreement with Railroad or order of competent public authority have the right to use the Track to provide service to City at City's request, all of which railroads shall be deemed "Railroad" under this Agreement with all rights as a party hereto, including rights of enforcement.

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Article 22. ADJACENT TRACK RIGHTS

As a condition to Railroad serving City over the Track, if any of the City Track Portion does not connect directly to Railroad-owned track, City shall obtain and keep in effect during the term of this Agreement, at no charge to Railroad, any permission required for Railroad to use the third party track and underlying property adjacent to the Railroad Track Portion and the City Track Portion to allow Railroad to serve City over the Track. If the aforesaid third party track and property are not adequately maintained, or if the required permission for any reason is not in effect, Railroad shall have no liability for any resulting adverse impact on its service to City. City shall defend and indemnify Railroad and hold Railroad harmless from and against any and all claims, damages, expenses, lawsuits, and proceedings arising out of or connected to Railroad's use of third party track to serve City over the Track, including without limitation any alleged trespass or other violation of a property right, and/or any derailment.

Article 23. TRACK SAFETY DEVICE – DERAILS

A. Unless otherwise notified by Railroad, City at its sole cost shall maintain all Derail Devices on the City Track Portion or Leased Track, if any, including without limitation those required pursuant to the SubArticle immediately below, in accordance with Article – "MAINTENANCE BY CITY."

B. Whether or not Derail Device(s) are on the Track, Railroad in the sole discretion of its Operating personnel at any time may require City to install new or replace existing Derail Device(s) on the Track. In such event, upon thirty (30) days notice from Railroad, City at its sole cost shall install or cause to be installed the required replacement or additional Derail Device(s) of a type and size, and in location(s) on the City Track Portion or Leased Track specified by Railroad. Installation or replacement of Derail Device(s) on the Railroad Track Portion shall be accomplished by Railroad at City expense. City shall cooperate at all times with Railroad personnel regarding inspecting, repairing, replacing and installing Derail Device(s) on the Track.

Article 24. USE OF DIGITAL IMAGERY

City acknowledges that if it or its consultant provided to Railroad digital imagery depicting the Track (the "Digital Imagery"), City authorized Railroad to use the Digital Imagery in the Exhibit A. City represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 25. CONFIDENTIALITY

For the term of this Agreement and for thirty six (36) months thereafter, no party may disclose any of the terms of this Agreement to any non-party without the prior written consent of the other party except (1) as required by law, (2) to a corporate parent, subsidiary, or affiliate or (3) to its auditor or legal counsel. Each party to this Agreement agrees to indemnify the other from and against any damage(s) suffered by a party as a result of disclosure by a party hereto, or by its auditor or counsel of any of the terms or conditions in violation of this provision. In the event a party determines that the terms of the Agreement have been disclosed to a non-party without the prior written consent of the non-disclosing party, then the non-disclosing party shall have the right to terminate this Agreement immediately upon notice to the other party, and to seek whatever remedies it may have at law or in equity.

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Article 26. SIGNATURE IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic means shall be effective as the delivery of a manually executed counterpart of this Agreement. The parties agree that such electronically exchanged or stored copies will be enforceable as original documents.

Article 27. SPECIAL PROVISIONS

A. **PUBLIC ROAD CROSSING.** Railroad hereby consents to City's impairment of the standard clearances defined above in this Agreement by use of that one public road crossing as shown on **Exhibit A**; PROVIDED (i) as to such crossing it is or has been installed, at City's expense, in accordance with plans approved in writing by Railroad, (ii) City shall install, at City's expense, any and all crossing protection signs or devices as may be required by any Laws governing same, (iii) City has secured, shall maintain and shall comply with the terms of any and all permits as may be required by any Laws governing same, (iv) the crossing is maintained in a safe operable condition and (v) City shall be solely responsible for all damages or injuries arising from the use of the crossing howsoever in accordance with Article – "LIABILITY" of this Agreement as it relates to clearance impairments.

B. **FENCE AND TRACK GATES - EXISTING.** Subject to the terms and conditions of this Agreement, City, at City's expense, may maintain, use and keep in operable condition the existing fence and track gate provided that:

1. City shall notify Railroad, at least 72 hours in advance, of any reconstruction in connection with the fence and gate.
2. The Track gate shall be operated by City at all times as necessary to permit Railroad to access the Track, unless the gate is equipped to operate via automated activation in which case either party may operate the gate.
3. If it is not automated, the gate shall include anchor posts and fastenings to secure the gate when open.
4. Railroad shall have no liability whatsoever for failure to close and lock City's gate.
5. **City shall defend, indemnify and hold harmless Railroad from and against any and all claims for Loss related to injury or death arising from or growing out of the operation of the gate, including without limitation descending the train and approaching the gate.**

C. **FIXED LOADING/UNLOADING DEVICE.** Railroad hereby consents to City's use of that fixed loading/unloading device between Engineering Stations 6+78 and 7+10 of Track 709 identified as UNLOADING PIT as shown on **Exhibit A**; PROVIDED (i) all fallen debris from the operation of the device within the standard clearances defined above in this Agreement, shall be immediately cleaned up and properly disposed of, (ii) the device is maintained in a safe operable condition and (iii) City shall be solely responsible for all damages or injuries arising from the use of any such device, including without limitation from fallen debris howsoever.

D. **NON-STANDARD TRACK.** The parties acknowledge that a certain portion of track that is located adjacent to the Track at City's facility, at City's request, has not been confirmed to align with Railroad standards (the "Non-Standard Track"), and that such Non-Standard Track

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is located beyond Engineering Station 3+29 of Track 708 as shown on **Exhibit A** as END OF ACTIVE TRACK. For purposes of clarity, Railroad shall have no obligation to operate upon or otherwise provide service to City over the Non-Standard Track. City agrees to install and at all times during the term of this Agreement maintain, to the satisfaction of Railroad in all respects and at City's sole cost and expense, clearly visible signage prohibiting Railroad operations on the Non-Standard Track ("Required Signage"). City agrees that under no circumstances shall City (or anyone representing City) request any Railroad personnel to remove or change the location of any Required Signage. To the fullest extent allowed by applicable law, City agrees to release, defend, indemnify, and hold harmless Railroad from and against any Loss (as defined in Article – "LIABILITY" of this Agreement) arising from or growing out of (i) the Non-Standard Track, including without limitation damage to locomotives or railcars due to derailment, and/or (ii) any failure of City to duly install or maintain the Required Signage in accordance with this Special Provision

E. **SPOT ON ARRIVAL**. All railcars destined to the Track must be received by City upon arrival (i.e., spot on arrival) and City will be responsible for demurrage charges incurred as provided in Article – "PAYMENT OF INVOICES; COSTS AND EXPENSES" of this Agreement. Railcars will be placed in order of arrival and empties will be pulled in order of placement on the Track

F. **INTRAPLANT SWITCHING.** Railroad hereby consents to City performing intraplant switching over that portion of Track 709 between the Derail Devices and over all portions of Tracks 708, 711, 712, 713 and 714 as shown on **Exhibit A**; PROVIDED (i) derail(s) of a type and in location(s) required by Railroad in its sole discretion, are or have been installed and are maintained in good working condition, (ii) City shall be solely responsible for all damages to the Track, track material and underlying property or injuries caused by City's switching operations howsoever and (iii) City shall ensure that all employees involved in intraplant switching are properly trained regarding all applicable Laws.

G. **TERMINATION OF PRIOR AGREEMENTS.** Effective as of the date hereof, those certain track agreements now in effect between the parties hereto or their predecessors, identified in the records of Railroad as its **Audit Number NWD1122** dated July 18, 1957, **Audit Number NWD5710** dated January 10, 1974, and **Audit Number 210288** dated February 18, 1999, (collectively the "Prior Agreements"), are hereby terminated; PROVIDED, (i) such termination shall not affect any of the rights or obligations of the parties hereto under the Prior Agreements which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto and (ii) if not a party to the Prior Agreements City represents that .it has succeeded to all right, title and interest of the non-railroad party thereto and agrees that the Prior Agreements are superseded by this Agreement.

The above Special Provisions, if any, are also subject to the terms, provisions, and conditions set forth elsewhere in this Agreement and to any prior regulatory approval that may be needed.

Signatures on next page

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Printed Name:

Title:

CITY OF FREMONT

By: _____

Printed Name: Scott Getzschman

Title: Mayor

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STAFF REPORT

TO: Utility & Infrastructure Board

FROM: Dean Kavan, Stores Supervisor

DATE: May 12, 2020

SUBJECT: Consider Bid for Forklift

Recommendation: Authorization to purchase a Hyster J40XNT forklift from MH Equipment Company.

BACKGROUND:

The Warehouse has budgeted funds for a forklift. The warehouse is replacing 2000 Yale forklift.

A specification was created and public bids were requested and received on April 14, 2020.

Below is the price from bidders:

Bidder	Make	Model	Bid	Lead times
MH Equipment	Hyster	J40XNT	$31,486.70	18 weeks
NMC Inc.	Mitsubishi	FB20PNT2	$36,658.75	18 weeks
Riekes Equipment	Yale	ERP040VT	$33,613.35	20 weeks
Forklifts of Omaha	Clark	TMX20	$37,930.00	15 weeks
Octane Forklifts	Octane	FB20	$30,348.00	21 weeks

After review of the bids and consultation with the vendors. Octane Forklift was low bid but did meet specification on battery voltage. Staff requests that the Utility & Infrastructure Board approve and recommend the City Council authorize staff to issue a contract and purchase order to MH Equipment in the amount of $31,486.70 (before tax) for a Hyster J40XNT, 4000 lb. forklift.

FISCAL IMPACT:

FY 2019-2020 Capital Budget Expenditure of $33,690.77 (tax included).

MH EQUIP--GREAT PLAINS
12112 CENTENNIAL ROAD
LA VISTA Nebraska 68128
Phone: 402-734-1260

MODEL: J40XNT

All trucks shown with optional equipment. Please refer to quotation specifications.

CUSTOMER DETAILS

CUSTOMER	**City of Fremont Nebraska Pathfinders**		
ADDRESS	400 East Military Avenue, Fremont, Nebraska, 68025		
SHIP-TO ADDRESS	400 East Military Avenue, Fremont, Nebraska, 68025		
CONTACT NAME	Mr. Dean Kavan		Store Supervisor
PHONE	(402) 727-2669	**SHIPPING CUSTOMER**	Mr. Dean Kavan

PROPOSED BY	Jason McIntosh		
PHONE	(402) 734-1260	**EMAIL**	jmcintosh@mhequipment.com
DATE	Apr 13 2020	**QUOTE EXPIRATION**	Jun 12 2020

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MH EQUIP--GREAT PLAINS
12112 CENTENNIAL ROAD
LA VISTA Nebraska 68128
Phone: 402-734-1260

Quoted Model: J40XNT Available Features

Hyster® J40XNT lift truck. 4,000 lb. nominal capacity at a 24" load center. Hyster® counterbalanced sit-down electric rider lift trucks feature quality and dependability, incorporating proven design processes and systems to ensure the toughest, most durable lift trucks available. These trucks feature low operating costs, superior ergonomics, great dependability and exceptional productivity. With maximized visibility, smooth, precise mast positioning, low-effort steering, and "human-engineered" operating controls, everything about these forklift trucks makes them easy to operate. The rear-opening, one-piece steel hood and the onboard diagnostics are designed with serviceability in mind. Outstanding component access makes servicing fast, easy and convenient. The highly efficient and dependable design of the truck improves battery shift life, saving dollars in energy costs, as well as increasing productivity through improved uptime. Standard features include: AC Traction and Pump Motors, Transistor Drive and Pump Control, Advanced Vehicle System Manager (VSM), Progressive Thermal Management System, Fully Integrated CANbus Communication, On-Demand Power Steering, Power Assist Braking, Oil Cooled Wet Disc Brakes, Fully Automatic Park Brake, Dual Drive Motors with "3-Wheel Style" Center Mounted Steer Tires, Auto Deceleration System (ADS) with Regenerative Braking, Electronic Horn, Static Strap and Tow Pin. Truck Status is communicated to the operator with a Multi-Functional Display which provides Battery State of Charge, Low Battery Lift Interrupt, Hour Meters, Performance Mode Indicators, Fault Indicator, and 4 Operator Selectable, Programmable Performance Modes. Operator comfort and productivity is enhanced with an Operator Convenience Station containing multiple Storage Areas, Beverage and Clipboard Holders, Infinitely Adjustable Tilt Steering Column, No-Cinch Operator Restraint System, Cushioned Floormat, Contoured Ingress / Egress Handle, Seat Side Power Disconnect Button and Operator Presence System (OPS).

Proposal Summary

Included Items	Description	Quantity
Model	Hyster® J40XNT - Counterbalanced Sit-Down Electric Rider Lift Truck - 4,000 lb. Nominal Capacity @ 24" Load Center	1
Construction	Standard Construction - Operating Temperatures +32° F to +120° F	
	Key Switch Start	
	UL Classification Type "E"	
	36 Volt	
Battery Compartment	25.3" Battery Compartment	
	Battery Removal without Rollers - Lift Out	
	Battery Compartment With Auxiliary Counterweight Spacer Platform	
Mast	3-Stage Full Free Lift Mast, 187" Maximum Lift Height, 82" Overall Lowered Lift Height, 59" Free Lift and 236" Extended Lift Height. Designed for maximum productivity and excellent visibility. Canted load rollers absorb front-to-back and side-to-side forces while sturdy crossmembers add both rigidity and durability.	
	Mast Tilt - 5° Forward / 5° Back	
Carriages & Attachments	38.5" (977mm) Wide - Class II - Hook Type Integral Sideshifting Fork Positioner Carriage	
	48" (1220mm) High Load Backrest Extension	
Forks	42" Long x 1.6" Thick x 3.9" Wide (1067mm x 40mm x 100mm) - Class II Hook Type - Standard Taper Forks	
Hydraulics	4 Function (2 Auxiliary) Hydraulic Control Valve	
	Mechanical Lever Hydraulic Controls - Seat Side	
Hoses	2 Auxiliary Function Hose Group - 4 Hoses Internally Mounted	
Wheels & Tires	Drive Tire - 200 / 50-10 - Pneumatic Shaped Solid (PSS) - Standard Compound - Lug Tread	
	Steer Tires - 15 x 4.5 x 8 - Pneumatic Shaped Solid (PSS) - Standard Compound	

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Operator Compartment	Display - High Mount - Mounted in Upper Right Corner of Overhead Guard
	Rear drive handle with horn button is mounted on the right side of the truck behind the operator to enhance operator comfort while driving in reverse.The ergonomically angled handle features a thumb-operated horn button to allow the operator to keep their left hand on the steering wheel and in control of the truck while sounding the horn to alert other trucks or pedestrians.
	Mirror - Single Panoramic - Overhead Guard Mounted
	81.5" (2070mm) Overhead Guard - Grid Style
Directional Control	Seat side directional control places the forward/reverse travel control within the reach of seat side hydraulic controls. This allows the operator to control direction with their thumb while simultaneously controlling hydraulics.
	Tilt Steering Column - Infinitely Adjustable within a 26 Degree Range - Gas-Spring Assisted
	On demand hydrostatic power assist steering provides low effort, precise steering control and insulates the operator from steer axle shock and vibration.
	Steering Wheel with Spinner Knob
Seat	Our High-Visibility Seat Belt with our No-Cinch ELR (Emergency Locking Retractor) features a bright red belt that can be seen at a distance to help confirm usage compliance. The No-Cinch feature enhances operator comfort and safety (particularly when driving in reverse) by letting the belt move in and out as needed while driving, but will lock in place in the event of an impact or an unstable truck movement. The Start Interlock function disallows truck operation if the belt is not latched to help ensure operator compliance.
	Non-Suspension Vinyl Seat
Lights & Alarms	Amber Strobe Light - Ignition and Switch Activated
	Work Lights - LED Plastic Lens - 2 Front and 1 Rear - Rear Combination Lights - LED - 2 Brake / Tail / Back-up
	DC to DC Converter - Primary - For Factory Installed Options - 25 amps/300 watts @ 12 volts
Warranty	12 Months / 2,000 Hours Manufacturer's Warranty, 36 Months/ 6,000 Hours Manufacturer's Powertrain Warranty, 84 Months / 12,000 Hours Factory Installed Integrated Li-Ion Battery Warranty; please see full Warranty Statement for additional details.
Literature & Nameplate	English Literature Pack and Labels
Battery & Charger Accessories	Battery Charging System - Conventional - Includes Single Battery Connector Under the Hood
	Battery Connector - Grey SB® 350
	Lead Acid Battery Power -- Truck Configured to Operate on Lead Acid Battery Power

Additional Items or Accessories Included

	Description	Quantity
Blue Spot Light	Blue LED spotlight, rear mounted and reverse activated	1

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MH EQUIP--GREAT PLAINS
12112 CENTENNIAL ROAD
LA VISTA Nebraska 68128
Phone: 402-734-1260

Total Investment

Price J40XNT	$24,356.70	**Qty:** 1	ALL Freight Included
Quoted Quantity	1	**TOTAL:**	$24,356.70

TERMS: NET 10 DAYS UNLESS OTHERWISE SPECIFIED Accounts past due are subject to a 1.5 percent service charge (annual rate 18 percent) and all costs of collection including reasonable attorneys fees. If a credit card is used for payment a 3 percent convenience fee will be assessed. Other acceptable methods of payment are check or wire transfer. Pricing in this proposal does not include Sales Tax. Sales Tax, as applicable, will be calculated and added in accordance with State Law. Tax exempt transactions require the appropriate Tax Exempt certificate to be on file with MH Equipment. Thank you again for the opportunity to address your material handling requirements. We are committed to delivering a comprehensive, competitive material handling solution for your operations needs, and will work diligently with you to address your costs through increased productivity and maximized efficiencies. Please advise how we can be of further assistance.

Proposal By:	Jason McIntosh	**Accepted By:**	
Signature:		**Signature:**	
Date Signed:		**Date Accepted:**	
		PO Number:	

Optional Items: J40XNT Available Features

	Description	Quantity	Ext Price	Initial to Add
Battery	Battery 36v, 850 Amp Hours, weight 2310 Lbs. 21 Plates of Cells Warranty 3+2. conventional charge	1	$4,907.00	
Watering System	Battery Watering String installed at factory	1	$245.00	
Battery Level Indicator	Battery Water Level Blinking Light	1	$33.00	
Charger	Charger 36v, 3 Phase / 240V conventional charge	1	$1,945.00	
Battery & Charger 2nd option	Battery same as above but Warranty is a FULL 5 years + 2 in conventional charging For and Additional cost to the right.	1	$1,850.00	

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STAFF REPORT

TO: Utility and Infrastructure Board

FROM: Lottie Mitchell, Grant Coordinator

DATE: May 12, 2020

SUBJECT: Consider bid for the Elevator Project at the Fremont Municipal Building.

Recommendation: Recommend City Council approve resolution.

Background:

Compliance with the American's with Disabilities Act (ADA) has been a goal of the City for many years. Most recently, as a requirement of Section 504 of the Rehabilitation Act of 1973 which requires organizations that receive federal support of any kind to comply with the act, staff has worked to identify and record ADA deficiencies in City facilities in an effort to develop a transition plan. The Municipal Building has multiple ADA deficiencies including lack of ADA compliant parking and lack of an ADA compliant elevator.

The Nebraska Department of Economic Development offers Community Development Block Grants (CDBG) for a variety of projects in a variety of categories. Removal of architectural barriers to bring facilities up to ADA compliance is one of those such categories.

The City of Fremont was awarded CDBG 16-CD-202 in December 2018. The grant award is for the removal of architectural barriers at the Fremont Municipal Building. The project includes new, angled ADA compliant parking and installation of a new ADA compliant elevator on the West side of the building.

The total grant project budget is $690,000 with $430,000 of grant funds going towards project costs and $45,000 of grant funds going towards Construction Management and General Administration. The remaining $215,000 is the required match and is budgeted in the Utility Capital Improvement Plan.

The City amended CDBG 16-CD-102 in February 2018 to reallocate $107,000 of grant funds to the removal of architectural barriers category. Northeast Nebraska Economic Development District (NENEDD) has also offered to take $10,000 of grant administration from each grant (16-CD-102 and 16-CD-202) and move the funds to project costs.

The total amount of grant funds available from 16-CD-102 and 16-CD-202 for project costs is $502,213.01 with a required match amount of $215,471.70 giving a total grant project budget of $717,684.71.

KPE, Inc. was awarded the bid as the architect and engineer of the project in January 2019. The project was first bid in December 2019 with a completion date of November 2020. Only one bid was received at a price of $1.3 million. Staff worked with KPE, Inc., NENEDD, and DED to determine the best course of action. Out of those conversations, it was decided the best option was to rework the bid specifications, extend the completion date to September 2021, and re-bid the project.

The second round of bidding was completed April 29, 2020. The City received four bids:

Bidder	**Base Bid**	**Alternate 1**	**Alternate 2**
Dicon Corporation	$897,000	$19,821	$102,132
Lueder Construction	$985,000	$15,000	$117,300
Bierman Contracting	$995,000	$13,000	$102,000
Elkhorn West Construction	$1,175,000	$26,200	$115,700

Alternate 1 is for the removal of the existing elevator. Alternate 2 is the optional lighting feature. The lighting feature was in the original bid specifications, it was extracted and listed as an alternate to see if the pricing would improve.

Based on KPE, Inc.'s evaluation and recommendation, staff requests the acceptance of Dicon Corporation's bid including the acceptance of Alternate 1 to remove the existing elevator for a total project cost of $916,821. This leaves a project budget shortfall of $199,136.29. Budgeted funds are available in the Utility Capital Improvement Plan due to several capital projects coming in under budget.

Dicon anticipates project completion by November 2020 which is when both grants end. The project will span two budget years.

Staff requests that the Utility and Infrastructure Board recommend City Council approve the resolution to accept the bid from Dicon Corporation for the Municipal Elevator Project in the amount of $916,821.00 and authorize execution of the contract.

Fiscal Impact:

Total Project Cost:	$916,821.00
16CD202 Grant Funds:	$386,712.00
16CD102 Grant Funds:	$115,501.01
Required Local Match:	$215,471.70
Additional Identified Funds	$199,136.29

Perspective 1 - Elevator Addition Concept
City of Fremont, 400 E Military Avenue, Fremont, Nebraska, 68025

KPE
ENGINEERS · ARCHITECTS
FORENSIC EXPERTS

Perspective 2 - Elevator Addition Concept
City of Fremont, 400 E Military Avenue, Fremont, Nebraska, 68025

Agenda Item #9

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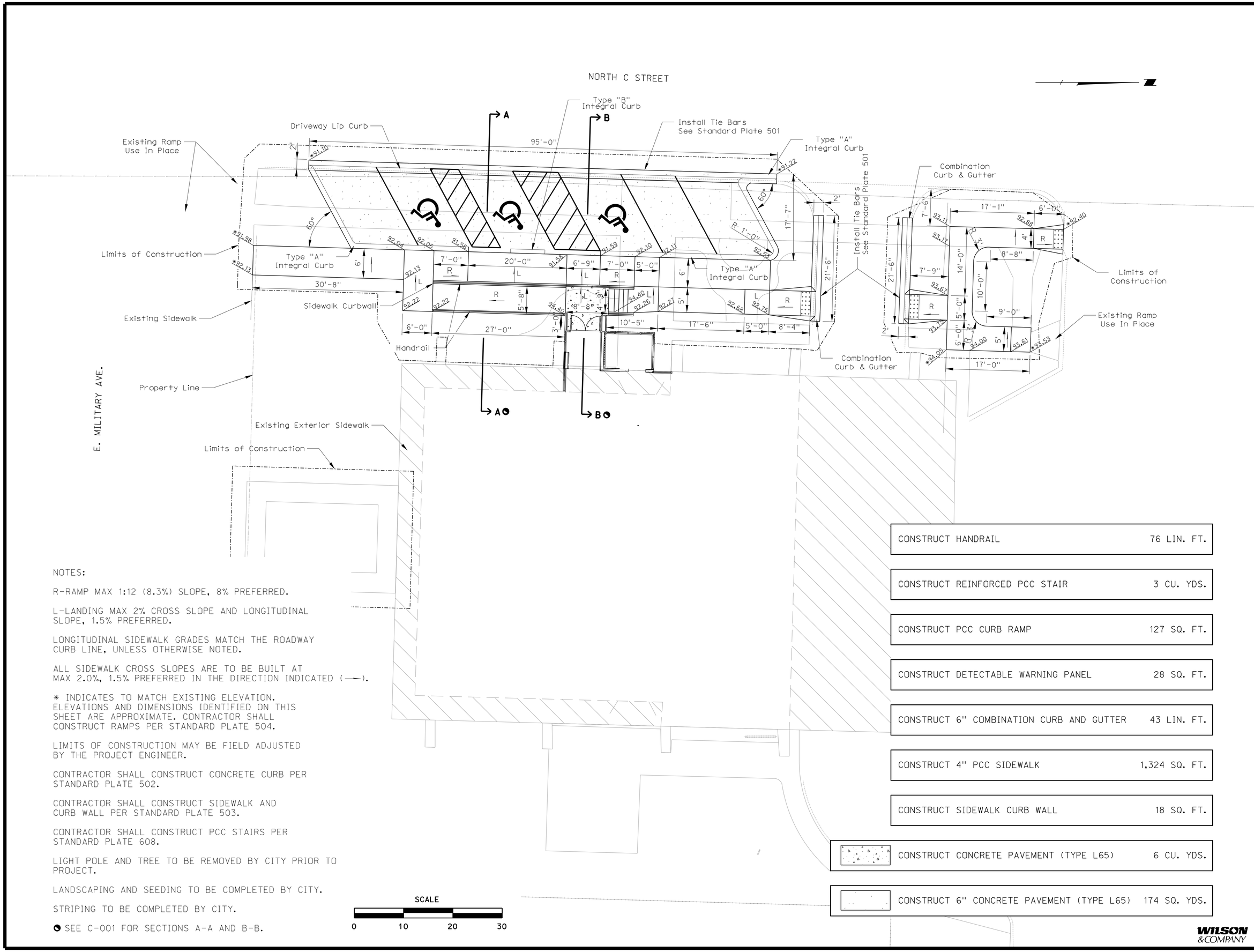

NOTES:

R-RAMP MAX 1:12 (8.3%) SLOPE, 8% PREFERRED.

L-LANDING MAX 2% CROSS SLOPE AND LONGITUDINAL SLOPE, 1.5% PREFERRED.

LONGITUDINAL SIDEWALK GRADES MATCH THE ROADWAY CURB LINE, UNLESS OTHERWISE NOTED.

ALL SIDEWALK CROSS SLOPES ARE TO BE BUILT AT MAX 2.0%, 1.5% PREFERRED IN THE DIRECTION INDICATED (—►).

* INDICATES TO MATCH EXISTING ELEVATION. ELEVATIONS AND DIMENSIONS IDENTIFIED ON THIS SHEET ARE APPROXIMATE. CONTRACTOR SHALL CONSTRUCT RAMPS PER STANDARD PLATE 504.

LIMITS OF CONSTRUCTION MAY BE FIELD ADJUSTED BY THE PROJECT ENGINEER.

CONTRACTOR SHALL CONSTRUCT CONCRETE CURB PER STANDARD PLATE 502.

CONTRACTOR SHALL CONSTRUCT SIDEWALK AND CURB WALL PER STANDARD PLATE 503.

CONTRACTOR SHALL CONSTRUCT PCC STAIRS PER STANDARD PLATE 608.

LIGHT POLE AND TREE TO BE REMOVED BY CITY PRIOR TO PROJECT.

LANDSCAPING AND SEEDING TO BE COMPLETED BY CITY.

STRIPING TO BE COMPLETED BY CITY.

SEE C-001 FOR SECTIONS A-A AND B-B.

SCALE

0 10 20 30

CONSTRUCT HANDRAIL	76 LIN. FT.
CONSTRUCT REINFORCED PCC STAIR	3 CU. YDS.
CONSTRUCT PCC CURB RAMP	127 SQ. FT.
CONSTRUCT DETECTABLE WARNING PANEL	28 SQ. FT.
CONSTRUCT 6" COMBINATION CURB AND GUTTER	43 LIN. FT.
CONSTRUCT 4" PCC SIDEWALK	1,324 SQ. FT.
CONSTRUCT SIDEWALK CURB WALL	18 SQ. FT.
CONSTRUCT CONCRETE PAVEMENT (TYPE L65)	6 CU. YDS.
CONSTRUCT 6" CONCRETE PAVEMENT (TYPE L65)	174 SQ. YDS.

WILSON & COMPANY

DATE	NO.	DESCRIPTION	BY
03/31/2020	1	ELIMINATED SOUTH PARKING STALL	KME

DRAWN: KME
DESIGNED: KME
CHECKED: MWB
PROJ. MNGR: KME

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PROFESSIONAL CIVIL ENGINEER
KRISTINE M. MATTINI EVANS
E-17150
3-31-20
STATE OF NEBRASKA

ELEVATOR ADDITION
CITY OF FREMONT
400 EAST MILITARY AVE., FREMONT, NE, 68025

PARKING & SIDEWALK DETAILS

KPE
ENGINEERS - ARCHITECTS
FORENSIC EXPERTS
1016 LEAVENWORTH ST.
OMAHA, NE 68102
PHONE: (402) 291-1444
TOLL FREE: (888) 484-4939
www.kpe-inc.com
OMAHA - DES MOINES - BISMARCK

DATE: 03/31/2020
JOB NUMBER: 530-001
SHEET: C-003

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 4th day of May in the year Two Thousand and Twenty
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Fremont
400 East Military Avenue
Fremont, Ne 68025

and the Contractor:
(Name, legal status, address and other information)

Dicon Corporation
11506 Nicholas Street
Suite 200
Omaha, NE 68154

for the following Project:
(Name, location and detailed description)

City of Fremont Elevator Addition
400 East Military Ave
Fremont, NE 68025

The Architect:
(Name, legal status, address and other information)

KPE Architecture-Engineering-Forensics
1016 Leavenworth Street
Omaha, NE 68102

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

DRAFT

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User Notes:

(1833242)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

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ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

1. The Owner's issuance of a notice to proceed or
2. Receipt of all governmental permits and approvals as necessary whichever is later.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work: N/A
(Check one of the following boxes and complete the necessary information.)

Init.
/

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Agenda Item #9

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Nine Hundred Sixteen Thousand Eight Hundred Twenty-One Dollars and Zero Cents ($ 916,821.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate 1	$19,821.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Alternate 2	$102,332.00	

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
N/A	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
N/A		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Owner not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last Tuesday of each month following the City Council Meeting. If an Application for Payment is received by the Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than two (2) days after the last Tuesday of the month.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

1. Material only Contracts
2. General Conditions
3. Bonds, Insurance and Permits
4. Overhead and Profit

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

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§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Owner.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Owner's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

12 %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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In the event a dispute involves issues, errors, omissions, or discrepancies with the plans or specifications it is agreed that the Architect will not serve as the Initial Decision Maker and that the Owner and Contractor will mutually agree to an alternate party.

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Cost to date plus 10% of the original contract and Overhead and Profit Fee

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. General Conditions of the contract shall be the AIA Document A201-2017, as modified, which is incorporated herein by reference.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Lottie Mitchell
400 East Military Ave
Fremont, NE 68025

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Royce Maynard
11506 Nicholas Street, Suite 200
Omaha, NE 68154
rmaynard@dicon.com

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

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ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
N/A

.5 Drawings

Number	Title	Date
Exhibit A		

.6 Specifications

Section	Title	Date	Pages
Exhibit B			

.7 Addenda, if any:

Number	Date	Pages
Exhibit C		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

Init.

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Exhibit D CDBG Requirements

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

N/A

[ ] The Sustainability Plan:

Title	Date	Pages
N/A		

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

DRAFT

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
() *(Row deleted)*	*(Royce Maynard, President)*

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Exhibit "A"

Page Number	Title	Date Issued	Revision Date
G000	Cover Sheet	03-31-2020	
G001	Notes & Typ. Wall Types	03-31-2020	
G002	General Notes	03-31-2020	
G003	Code Review Information	03-31-2020	
G004	Code Review Plans	03-31-2020	
C-001	Typical Sidewalk Sections	03-31-2020	
C-002	Removals	03-31-2020	
C-003	Parking & Sidewalk Details	03-31-2020	
C-004	Pedestrian Ramp Details	03-31-2020	
AD-110	Demolition Plan – Lower Level	03-31-2020	
AD-111	Demolition Plan – First Level	03-31-2020	
AD-112	Demolition Plan – Second Level	03-31-2020	
AD-113	Demolition Plan – Third Level	03-31-2020	
AD-141	Demolition Plan – Roof	03-31-2020	
A-110	Floor Plan – Lower Level	03-31-2020	
A-111	Floor Plan – First Level	03-31-2020	
A-112	Floor Plan – Second Level	03-31-2020	
A-113	Floor Plan – Third Level	03-31-2020	
A-130	Reflected Ceiling Plan – Lower Level	03-31-2020	
A-131	Reflected Ceiling Plan – First Level	03-31-2020	
A-132	Reflected Ceiling Plan – Second Level	03-31-2020	
A-133	Reflected Ceiling Plan – Third Level	03-31-2020	
A-141	Roof Plan	03-31-2020	
A-201	Exterior Building Elevations	03-31-2020	
A-301	Wall Sections	03-31-2020	
A-302	Section Details	03-31-2020	
A-401	Enlarged Floor Plans	03-31-2020	
A-402	Enlarged Roof Plan & Details	03-31-2020	
A-601	Frame Elevations, Details & Schedules	03-31-2020	
S001	General Structural Notes	03-31-2020	
S002	General Structural Details	03-31-2020	
S111	Basement/1st Floor Foundation Plans	03-31-2020	
S112	Upper Floor and Roof Framing Plans	03-31-2020	
S401	Foundation Details	03-31-2020	
S402	Foundation Details	03-31-2020	
S601	Floor and Roof Framing Details	03-31-2020	
S602	Floor and Roof Framing Details	03-31-2020	
S701	Frame Elevations and Details	03-31-2020	

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Exhibit "A"

Page Number	Title	Date Issued	Revision Date
MP001	General Mechanical Notes and Symbol Legend	03-31-2020	
MP301	Mechanical Plan	03-31-2020	
E001	General Electrical Notes and Symbol Legend	03-31-2020	
ED101	Electrical Demolition Plans	03-31-2020	
E101	Electrical Lighting Plans	03-31-2020	
E102	Electrical Power Plans	03-31-2020	
E801	Electrical Details and Schedules	03-31-2020	

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Exhibit B

Project Manual

CITY OF FREMONT
Elevator Addition

KPE Project No. 530-001
Combined Contract

March 31, 2020

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KPE
ARCHITECTURE ENGINEERING
FORENSICS

1016 Leavenworth Street ▪ Omaha, NE 68102
402-291-1444 office ▪ kpe-inc.com

Agenda Item #9

DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS

TOC Table of Contents
000107 Certification Seals
002110 Advertisement for Bid
002113 Instructions to Bidders
Attachment 1 Bonding and Insurance Requirements
Attachment 3 Civil Rights and Equal Opportunity Provisions
Attachment 3a Certification of Bidder Regarding Section 3 and Segregated Facilities
Attachment 3b Contractor Section 3 Plan
Attachment 4 Special Equal Opportunity Provisions
Attachment 5 Access to and Maintenance of Records
Attachment 6 Clean Air and Water Acts Required Clauses
Attachment B HUD 4010
Attachment C Davis Bacon Wage Decision
004000 Substitution Request Form
004100 Bid Form
007000 General Conditions
008000 Supplemental Conditions

DIVISION 01 – GENERAL REQUIREMENTS

011000 Summary
012300 Alternates
012600 Contract Modification Procedures
012900 Payment Procedures
013100 Project Management and Coordination
013300 Submittal Procedures
014000 Quality Requirements
015000 Temporary Facilities
016000 Product Requirements
017000 Execution Requirements
017310 Cutting and Patching
017320 Demolition
017700 Closeout Procedures
017823 Operation and Maintenance Data
017839 Project Record Documents

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DIVISION 03 – CONCRETE

033000 Cast-In-Place Concrete

DIVISION 05 – METALS

051200 Structural Steel Framing
053100 Steel Decking
054000 Cold-Formed Metal Framing
055000 Metal Fabrications

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

061053 Miscellaneous Rough Carpentry
061600 Sheathing
062023 Finish Carpentry

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

072100 Thermal Insulation
072500 Weather Barriers
074213.23 Metal Composite Material Wall Panels
075323 Ethylene-Propylene-Diene-Monomer (EPDM) Roofing
076200 Sheet Metal Flashing and Trim
079200 Joint Sealants

DIVISION 08 - OPENINGS

084113 Aluminum-Framed Entrances and Storefront
084413 Glazed Aluminum Curtain Walls
087100 Door Hardware
088000 Glazing

DIVISION 09 - FINISHES

092216 Non-Structural Metal Framing
092900 Gypsum Board
093000 Tiling
095113 Acoustical Panel Ceilings
096500 Resilient Flooring
096813 Tile Carpeting
099100 Painting

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DIVISION 14 – CONVEYING EQUIPMENT

142123.16 Machine Room-Less Electric Traction Passenger Elevator

DIVISION 22 - PLUMBING

221429 Sump Pumps

DIVISION 23 – HEATING, VENTILATING AND AIR CONDITIONING (HVAC)

233723 HVAC Gravity Ventilators
238126 Split System Air Conditioners
238239.19 Wall and Ceiling Unit Heaters

DIVISION 26 - ELECTRICAL

260519 Low-Voltage Electrical Power Conductors and Cables
260523 Control-Voltage Electrical Power Cables
260529 Hangers and Supports for Electrical Systems
260533 Raceways and Boxes for Electrical Systems
260923 Lighting Control Devices
262726 Wiring Devices
262816 Enclosed Switches and Circuit Breakers
265119 LED Interior Lighting

DIVISION 31 - EARTHWORK

315000 Steel Sheet Pile

Exhibit C

KPE
ARCHITECTURE ENGINEERING FORENSICS

1016 Leavenworth St
Omaha, NE 68102
402-291-1444

www.kpe-inc.com

ADDENDUM ONE

PROJECT: City of Fremont
Elevator Addition Project
KPE# 530-001

DATE OF ISSUE: April 20, 2020

BID DUE DATE: April 29, 2020 at 2:00pm

NOTICE:

This addendum is issued by KPE to all known individuals, firms, or corporations who have obtained or received bidding documents and contract documents for the above listed project. This addendum shall become part of the contract documents as a revision to the original documents.

This addendum is issued to modify, supplement and/or clarify the original Bidding Documents and shall be considered supplemental thereto. Each Bidder shall indicate consideration of the Addendum by completion of the appropriate blank space on the Bid Form and shall be responsible for advising prospective suppliers and sub-contractors.

PLAN HOLDERS LIST:

The current plan holders list is attached in this addendum or can be obtained by contacting Mike McLennan at KPE. Phone: (402) 291-1444 or Email: mclennan@kpe-inc.com.

DRAFT

PRE-BID MEETING AGENDA AND SIGN-IN LIST:

The pre-bid meeting agenda and sign-in list is attached in this addendum.

ACCEPTABLE MANUFACTURERS/PRODUCTS:

In addition to the specified items, the following manufacturers are acceptable for bidding purposes only. This is not an approval of specific items. Proposed items must meet or exceed all aspects of the specified items. It shall be the manufacturer's responsibility to provide equivalent products for the specified products. Review of suitability of substituted products shall be done through substitution requests. Additional engineering or design required for substituted products shall be at the contractor's expense.

SECTION 087100 – DOOR HARDWARE

1. Record-USA – 8100 Series (Electro-Hydraulic Operator)

CHANGES TO SPECIFICATIONS:

TABLE OF CONTENTS

1. In Division 00 – Bidding and Contract Requirements, add the following sections in their entirety:

   A. 074284 Exterior Rainscreen MCM Panel System
   B. 078413 Penetration Firestopping
   C. 078443 Joint Firestopping
   D. 087113 Automatic Door Operators

2. In Division 00 – Bidding and Contract Requirements, delete the following section in its entirety:

   A. 074213.23 Metal Composite Material Wall Panels

SECTION 002113 – INSTRUCTION TO BIDDERS

1. Replace the following section 'Attachment C – Davis Bacon Wage Decision' in its entirety.

SECTION 011000 – SUMMARY

1. Replace this section in its entirety.

SECTION 078413 – PENETRATION FIRESTOPPING

1. Add this section in its entirety.

SECTION 078443 – JOINT FIRESTOPPING

1. Add this section in its entirety.

SECTION 087100 – DOOR HARDWARE

1. In Section 3.6 'Hardware Schedule' replace 'Hardware Set No. 1 (Door No. 100A)' with the following information in its entirety.

HARDWARE SET NO. 1
(DOOR NO. 100A)

1	Each	Continuous Hinge	KDFM HD1	
1	Each	Exit Device	6 8804	US10BE
1	Each	ADA Operator	By Section 087113	690
1	Each	Pull	B157 HD	US10BE
1	Set	Weatherstrip	By Door Supplier	
1	Each	Threshold	By Door Supplier	
2	Each	Single ADA Actuator	By Section 087113	

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SECTION 087113 – AUTOMATIC DOOR OPERATORS

1. Add this section in its entirety.

SECTION 092216 – NON-STRUCTURAL METAL FRAMING

1. Replace this section in its entirety.

CHANGES TO DRAWINGS:

SHEET NO. A-601 – FRAME ELEVATIONS, DETAILS & SCHEDULES

1. Reissue this sheet in its entirety.

QUESTIONS:

Q: In Specification Section 05 12 00 – 1.7.A - Fabricator Qualifications. Could this requirement be waived, or could an exclusion be added to include fabricators that are not an AISC Certified Plant?

A: No, only AISC certified plants are acceptable.

Q: How to handle dewatering concerns with the bidding process? I assume leave out for now and handle if an issue arises during construction.

A: A geotechnical investigation was not performed for the site and no knowledge of the underground water level is available. Leave dewatering estimate out of bid and address if issue arises during construction.

Q: Is the project tax exempt?

A: No, the project is not tax exempt.

Q: Could the owner tell us when the last time the building has been re-roofed and who the roofing contractor was? Is there a remaining roof warranty?

A: The owner does not know when the last time the building was re-roofed or who the roofing contract was. There is no warranty left on the existing roof.

Q: Scope clarifications for Alternate #1-1 Complete removal of elevator equipment and closing off: Please elaborate on "Close off elevator shaft by infilling opening." Are they meaning infill floors? If so, Structural detail? If this is meaning infill door openings, that would be part of the base bid, correct?

A: The "Close off elevator shaft by infilling opening" was referring to the door openings and not infilling the floors. Yes, that would be part of the based bid.

Q: Will new flooring in existing areas need to be installed at nights and weekends?

A: No, it is not required. Just schedule flooring removal and installation with the owner and a schedule can be worked out.

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Q: Is the intent for the pre-cast demo to be like-for-like joint to joint?

A: Yes, that is the intent that the panel should be removed in its entirety.

Q: Is the intent to install new suspended ceilings in conference room E114?

A: Yes, that is the intent.

Q: The plans do not mention tree removal. Will this be done by the city?

A: Yes, tree removal will be handled by the city.

Q: Will we be able to shut down access to the west stairwell during construction and can the other stairwell handle exiting during construction?

A: Yes, access to the west stairwell can be shut down during construction.

Q: How are the existing precast panels installed? Are original building plans available?

A: Existing drawings are available upon request. E-mail mmclennan@kpe-inc.com if you would like a pdf set.

Q: Will builders' risk be by owner?

A: The contractor should provide builders' risk insurance.

Q: Will the city be covering the cost of the building permit?

A: The contractor will need to apply for a building permit and the city will either waive the cost or pick it up.

Q: Will a site fence be required?

A: Yes, and the contractor to determine the size.

Q: How should we handle the new storefront that is on top of the ceramic tile at the first-floor vestibules?

A: The vestibule at the westside of the building should not be a problem, because that frame is being removed. The vestibule on the eastside of the building shall be bid with some type of closure piece to go underneath the new flooring and run up and attach to the aluminum framing to cover any gaps.

Q: How should we handle the transition from elevator recess to existing textured walls at the new opening on the lower level?

A: Provide a wood casing to match size and profile of any adjacent wood trim. Trim to be stained to match color of existing trim, as close as possible. Any existing wall finishes that are disturbed, so be replaced from corner of wall to corner of wall.

Q: Will the city handle the changes to the security system on the exterior of the building that will need to happen for us to complete our work? See exterior cameras at first floor entrances.

A: Yes, the city will handle any changes to the security system.

Q: Does the elevator cab need any flooring product? If so, please clarify which product.

A: Provide the specified LVT for the elevator cab floor.

Q: Does there need to be any membrane barrier or drainage on the below grade walls/foundations?

A: This will be address in the next addendum.

Q: How do the two roof drains on the lower roof drain and to where?

A: This will be address in the next addendum.

END OF ADDENDUM ONE

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Exhibit C

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Omaha, NE 68102
402-291-1444

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ADDENDUM TWO

PROJECT: City of Fremont
Elevator Addition Project
KPE# 530-001

DATE OF ISSUE: April 24, 2020

BID DUE DATE: April 29, 2020 at 2:00pm

NOTICE:

This addendum is issued by KPE to all known individuals, firms, or corporations who have obtained or received bidding documents and contract documents for the above listed project. This addendum shall become part of the contract documents as a revision to the original documents.

This addendum is issued to modify, supplement and/or clarify the original Bidding Documents and shall be considered supplemental thereto. Each Bidder shall indicate consideration of the Addendum by completion of the appropriate blank space on the Bid Form and shall be responsible for advising prospective suppliers and sub-contractors.

PLAN HOLDERS LIST:

The current plan holders list is attached in this addendum or can be obtained by contacting Mike McLennan at KPE. Phone: (402) 291-1444 or Email: mclennan@kpe-inc.com.

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PRE-BID MEETING AGENDA:

The pre-bid meeting agenda is attached in this addendum.

ACCEPTABLE MANUFACTURERS/PRODUCTS:

In addition to the specified items, the following manufacturers are acceptable for bidding purposes only. This is not an approval of specific items. Proposed items must meet or exceed all aspects of the specified items. It shall be the manufacturer's responsibility to provide equivalent products for the specified products. Review of suitability of substituted products shall be done through substitution requests. Additional engineering or design required for substituted products shall be at the contractor's expense.

SECTION 084113 – ALUMINUM-FRAMED ENTRANCES AND STOREFRONT

1. CRL-U.S. Aluminum – Series IT451

SECTION 084413 – GLAZED ALUMINUM CURTAIN WALLS

1. CRL-U.S. Aluminum – Series 3150

SECTION 087100 – DOOR HARDWARE

1. Schlage (Locks)
2. Von Duprin (Exit Devices)

CHANGES TO SPECIFICATIONS:

TABLE OF CONTENTS

1. In Division 00 – Bidding and Contract Requirements, add the following sections in their entirety:
   A. 071326 Self-Adhering Sheet Waterproofing

SECTION 071326 – SELF-ADHERING SHEET WATERPROOFING

1. Add this section in its entirety.

CHANGES TO DRAWINGS:

SHEET NO. A-401 – ENLARGED FLOOR PLANS

1. Revise Detail 3/A-401 per Sketch ASK-1.

SHEET NO. A-402 – ENLARGED ROOF PLAN & DETAILS

1. Delete Detail 1/A-402.

SHEET NO. MP301 – MECHANICAL PLAN

1. Add Sketch PSK1 to sheet.

QUESTIONS:

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Q: Are we keying the locks & cylinders to an existing system? If so, what is that system?

A: The contractor will need to coordinate with the owner.

Q: The wall type drawing shows "mineral fiber" Insulation. The 072100 Thermal Insulation specifications call for "glass fiber" wall insulation. Please clarify which insulation is required.

A: Mineral fiber insulation is required in fire rated walls and glass fiber insulation should be used in non-rated walls.

Q: Should the builders risk include the existing building or only the new construction?

A: Builder's Risk Insurance should be for the 'Contract Price', as called out in 10.1.5 of specification section 007000 'General Conditions'.

Q: Does the exterior drywall in the elevator shaft need to be painted due to its exterior visibility? What material type and level of finish does this drywall need if it is to be painted?

A: The drywall in the elevator shaft should be a shaft liner and does not need to be finished. The glass for the elevator shaft is to a be an opaque light diffusing glass, so you should not see into the elevator shaft.

Q: Would it be possible for the general contractors to carry an allowance for the sheet piling? The plans and specs tell us to install sheet piling to hold the existing footings while excavating the elevator pit. The proximity of the old footings to the new pit wall (see detail 3/S401) is too close to allow for the width of sheet piling. Is there another way you would like us to shore this? The location of the new shoring required at detail 8/S-401 will need to be installed under the 2nd floor overhang, this will likely make this very difficult if even possible due to the height requirements needed by the equipment that installs piling. Creating an allowance for bidding purposes would ensure the owner only pays what it costs and will make your bids more competitive.

A: Bid the sheet piling as shown in bidding documents or provide a voluntary alternate estimate for a proposed solution for the soil retention and existing foundation support.

Q: Is there a particular brand and model of metal paneling that you would like us to provide? The specifications only seem to mention a couple of brands, but no specific product.

A: No, there is no particular brand or model number for the metal paneling. This is a system where the metal panel is bought from one of the manufacturers and then fabricated by one of the fabricators listed in the specifications.

Q: Will we be able to have a location in the parking lot for lay down space and a job trailer, or will we need to take space in the lawn on the south and east sides of the building?

A: There is not specified staging area right now, the contractor will need to coordinate this with the owner.

Q: On page G002 of the drawings, PAY FEES/ADDITIONAL DESIGN FEES. Please confirm contractor will need to request pricing from KPE per items 2 & 3 should they arise.

A: Should items 2 or 3 arise, then the contractor will need to request pricing from KPE.

Q: In work areas with existing flooring, wood base appears to be installed over existing flooring finishes and will need to be removed for new install. Plan calls out for Rubber Base to be newly installed, which won't match existing finishes. Please confirm wall base requirements.

A: Where existing flooring is being removed, remove the existing wood base and install new flooring with rubber base or as called out in the room finish schedule.

Q: Does the city have requirements for lane shutdowns/road closures?

A: Any lane shutdown or road closure will need to be coordinated with the owner to make sure all city requirements are met.

DRAFT

Q: Did door #100A change from a double door to a single door? The new hardware set appears to be for one door only.

A: Door 100A changed from a pair of doors to a single 42" wide door. See revised door schedule that was part of Addendum One.

Q: Does there need to be any membrane barrier or drain tile on the below grade walls / foundations?

A: Add a membrane barrier, protection board and drain tile to all new below grade walls / foundations. See specification section 071326 – Self-Adhering Sheet Waterproofing which was added in this addendum.

Q: How do the two roof drains on the lower roof drain and where to?

A: See sketches ASK-1 & PSK1 for changes to the roof drains on the lower roof.

END OF ADDENDUM TWO

Bid Package Requirements

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BONDING AND INSURANCE REQUIREMENTS
CODE OF FEDERAL REGULATIONS 2 CFR 200.325
Community Development Block Grant Regulations

(h) Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the ***simplified acquisition threshold*,*** the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A ``performance bond'' is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A ``payment bond'' is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

*fixed at 41 U.S.C. 40[illegible]11) (cu[illegible]ntl[illegible]et at $1[illegible]0,000)

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CIVIL RIGHTS AND EQUAL OPPORTUNITY PROVISIONS

Public Law 88-352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d), et. seq.) (24 CFR part 1).
The law provides that, "No person in the United States shall, on the ground 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."

Section 109 of the Housing and Community Development Act of 1974, As Amended.
The law requires that, "[n]o person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this chapter. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 [42 U.S.C. 6101 et seq.] or with respect to an otherwise qualified handicapped individual as provided in section 794 of Title 29 also shall apply to any such program or activity."

Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, Et, seq.).
The law provides that, "no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance."

Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794).
"Section 504 provides that no otherwise qualified individual with a disability shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

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Section 3 of the Housing and Urban Development Act of 1968, As Amended (12 U.S.C. 170lu).
The law provides that, "to the greatest extent feasible, recipients of HUD funds (and their contractors and subcontractors) provide jobs and other economic opportunities to low-income persons, particularly public housing residents. Section 3 helps create employment for low-income persons and contracting opportunities for businesses that are owned by low-income people or that provide employment to low-income people."

CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

Dicon Corporation
Name of Prime Contractor

City of Fremont Elevator Addition - KPE #530-001
Project Name and Number

The undersigned herby certifies that:

(a) Section 3 provisions are included in the contract.

(b) A written Section 3 plan was prepared and submitted as part of the bidding proceedings (if bid equals or exceeds $100,000).

(c) No segregated facilities will be maintained.

Royce Maynard, President
Name & Title of Signer (Print or Type)

Signature **Date**

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CONTRACTOR
Section 3 Plan

Dicon Corporation agrees to implement the following specific affirmative action steps directed at increasing the utilization of lowest income residents and businesses within the Village/City/County of Fremont, NE.

A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the city the necessary number of lower income residents through local advertising media; signs placed at the proposed site for the project; and community organizations and public or private institutions operating within or serving the project area, such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

D. *To insert this Section 3 plan in all bid documents, and to require all bidders and subcontracts to submit a Section 3 affirmative action plan that includes utilization goals and the specific steps planned to accomplish these goals.

E. *To insure that contracts (typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas), also are let on a negotiated basis, where feasible, when let in a Section 3 covered project area.

F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.

G. To insure that all appropriated project area business concerns are notified of pending sub contractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., that document all above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.

*Loans, grants, contracts and subsidies for less than $100,000 will be exempt.

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SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, As Amended
(Applicable to Federally assisted construction contracts and related subcontracts $10,000 and under)
During the performance of this contract.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, or national origin. Such action shall include, but not be limited to: employment upgrade, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

(2) The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by contracting officer setting forth the provisions of the nondiscrimination clause. The contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contract/subcontracts above $10,000)

1. SEC. 202. Except in contracts exempted in accordance with Section 204 of this order, all Government contracting agencies shall include in every government contract hereafter entered into the following:
During the performance of this contract:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to: employment upgrade, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the [Contract Compliance Officer], advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and the rules, regulations, and relevant orders of the U.S. Secretary of Labor.

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(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the [Department] and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor *will* take such action with respect to any subcontract or purchase order as may be directed by the [Department and the] Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction [by the Department], the contractor may request the United States to enter into such litigation to protect the interests of the United States [italics added].

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ACCESS TO AND MAINTENANCE OF RECORDS

The Consultant/Contractor agrees to maintain such records and follow such procedures as may be required under HUD Community Planning and Development (CPD) subpart J, 570.502 (paragraph a. 16.) and 2 CFR 200.318(i) and any such procedures that the Department may prescribe. In general such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant/Contractor or grantee for a period of three years after the final audit of the grantee's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the grantee shall request a longer period for record retention.

The grantee, the Department and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant/Contractor involving transactions to this local program and contract.

Conflict of Interest

From 2 CFR 200.318(c)(1)., no officer, employee or agent of the grantee who will participate in the selection, the award, or the administration of this grant, may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this regulation be included in all subcontracts to this contract. Upon written request, exceptions may be granted on a case-by-case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

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CLEAN AIR AND WATER ACTS – REQUIRED CLAUSES

This clause is required in all third-party contracts involving projects subject to the Clean Air Act (42 U.S.C. s/s 7401 et seq. (1970)), the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq.), and the regulation of the Environmental Protection Agency with respect to 40 CFR32 as amended. It also should be mentioned in the bid document.

During the performance of this contract:

(1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency pursuant to 48 CFR 9.40 and 40CFR32.20.

(2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 7414) and Section 308 of the Clean Water Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, and Environmental Protection Agency, indicating that a facility utilized, or to be utilized for the contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

(4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraphs (1) through (4) of this section in every nonexempt contract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

DRAFT

"General Decision Number: NE20200078 02/14/2020

Superseded General Decision Number: NE20190078

State: Nebraska

Construction Type: Building

Counties: Antelope, Boyd, Brown, Burt, Cedar, Colfax, Cuming, Dodge, Holt, Keya Paha, Rock, Stanton and Wayne Counties in Nebraska.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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Modification Number	Publication Date
0	01/03/2020
1	02/14/2020

BOIL0083-002 01/01/2017

	Rates	Fringes
BOILERMAKER	$ 36.56	28.11

BRNE0001-006 06/04/2018

BURT, CEDAR, COLFAX, CUMING, DODGE, STANTON, AND WAYNE COUNTIES

	Rates	Fringes
BRICKLAYER	$ 28.95	16.07

BRNE0001-007 06/01/2014

ANTELOPE, BOYD, BROWN, HOLT AND KEYA PAHA COUNTIES

	Rates	Fringes
BRICKLAYER	$ 23.99	12.66

CARP0427-007 06/01/2017

ANTELOPE, BURT, COLFAX, CUMING, DODGE, STANTON AND WAYNE COUNTIES

	Rates	Fringes
CARPENTER (Drywall Hanging Only)	$ 25.91	13.15

ELEC0022-002 06/01/2019

BURT, COLFAX, CUMING, DODGE AND STANTON COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 37.20	16.07

ELEC0231-009 06/01/2018

CEDAR AND WAYNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 33.32	14.15

ELEC0265-004 09/02/2019

ANTELOPE, BOYD, BROWN, HOLT, KEYA PAHA AND ROCK COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone 1	$ 29.12	13.13
Zone 2	$ 29.42	13.15
Zone 3	$ 29.72	13.18
Zone 4	$ 30.12	13.21

ZONE DEFINITIONS:
Zone 1: 0 to 35 miles from the main Post Office in Lincoln
Zone 2: 36 to 50 miles from the main Post Office in Lincoln
Zone 3: 51 to 75 miles from the main Post Office in Lincoln
Zone 4: 76 miles and over from the main Post Office in Lincoln

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* ELEV0028-001 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC	$ 45.94	34.765+a+b

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FOOTNOTE:
a. Vacation Pay: 8% for persons with 5 or more years of service, 6% for persons with less than 5 years of service.
b. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

IRON0021-010 06/01/2019

BURT, COLFAX AND DODGE COUNTIES

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 30.69	17.24

IRON0021-011 05/01/2019

ANTELOPE, BOYD, BROWN, CEDAR, CUMING, HOLT, KEYA PAHA, ROCK, STANTON AND WAYNE COUNTIES

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 25.08	15.76

LABO1140-010 06/01/2016

	Rates	Fringes
LABORER (Mason Tender - Brick & Hod)	$ 20.[illegible]3	[illegible].40

PLUM0016-003 05/12/2019

	Rates	Fringes
PLUMBER (Excluding HVAC Pipe Installation)	$ 37.05	13.81

PLUM0464-019 06/01/2017

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation)	$ 35.74	17.11

SFNE0669-001 04/01/2019

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 36.69	21.29

SHEE0003-020 07/01/2015

BROWN, BURT, COLFAX, CUMING, DODGE, KEYA PAHA, ROCK AND STANTON COUNTIES

	Rates	Fringes

DRAFT

SHEET METAL WORKER (Includes
HVAC Duct Installation).....$ 32.89 14.93

SHEE0003-021 05/01/2012

ANTELOPE, BOYD, CEDAR, HOLT AND WAYNE COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation)	$ 22.41	10.29

SUNE2012-015 04/19/2012

	Rates	Fringes
CARPENTER, Excludes Drywall Finishing/Taping, and Drywall Hanging	$ 17.39	3.13
CEMENT MASON/CONCRETE FINISHER	$ 17.80	1.34
DRYWALL FINISHER/TAPER	$ 13.79	3.32
LABORER: Common or General	$ 12.07	2.85
OPERATOR: Backhoe/Excavator/Tra[illegible]khoe	$ 21.[illegible]	[illegible].22
OPERATOR: Loader	[illegible]58	[illegible]
ROOFER	$ 14.5[illegible]	[illegible].65
TRUCK DRIVER: Dump, Lowboy and Tandem	$ 14.56	1.68

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

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On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

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STAFF REPORT

TO: Utility & Infrastructure Board

FROM: Troy Schaben, Assistant City Administrator - Utility

DATE: May 12, 2020

SUBJECT: Revise Municipal Code Section 3-103

Recommendation: Approve Revisions to Municipal Code Section 3-103 and forward to City Council.

Background: Section 3-103 states:

"Every person desiring a supply of water from the City shall make application to the Department of Utilities for the same. Each applicant shall have the water service installed by a licensed plumber, the cost of which shall be borne by the applicant.
Not more than one (1) residence shall be supplied through one (1) meter, and each water service shall be provided with an outside accessible standard curb cock with box of a design approved by the Department of Utilities."

Allowing a single service to be split to serve multiple single-family units may create issues where one residence may incur additional costs, residences may experience loss of pressure from sprinkler systems or pools, or issues arise from services needing to be fixed that are located on adjacent private property.

Staff recommends revising Section 3-103 to:

"Every person desiring a supply of water from the City shall make application to the Department of Utilities for the same. Each applicant shall have the water service installed by a licensed plumber, the cost of which shall be borne by the applicant.
Not more than one (1) residence shall be supplied through one (1) meter, and each water service shall be provided with an outside accessible standard curb cock with box of a design approved by the Department of Utilities. Each attached single family dwelling unit must be provided with an individual connection to the main. Splitting a single service connection to serve multiple individual single-family units is not allowed"

Fiscal Impact: None to the City. There will be additional costs to the homebuilder for multiple taps and lengths of service instead of one.

STAFF REPORT

TO: Utility & Infrastructure Board

FROM: Troy Schaben, Assistant City Administrator - Utility

DATE: May 12, 2020

SUBJECT: Revise Municipal Code Section 3-231

Recommendation: Approve Revisions to Municipal Code Section 3-231 and forward to City Council.

Background: Section 3-231 states:

"A separate and independent building sewer shall be provided for every building except:

(1) Where one (1) building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one (1) building sewer, but the City does not and will not assume any obligation or responsibility for damage caused by or resulting from any such single connection aforementioned; or,

(2) Where attached single family dwelling units are approved by the City Council per the requirements of City of Fremont Municipal Code, Chapter 11, one (1) building sewer may serve two (2) attached dwelling units provided the sewer is split to provide separate sewer services to each dwelling unit before the sewer enters the building.

Allowing a single service to be split to serve multiple residences creates a potential situation where one resident experiences service problems and incurs repair or jetting costs, while the other has no such problems.

Staff recommends revising section 3-231 to:

"A separate and independent building sewer shall be provided for every building except:

(1) Where one (1) building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one (1) building sewer, but the City does not and will not assume any obligation or responsibility for damage caused by or resulting from any such single connection aforementioned.

Fiscal Impact: None to the City. There will be additional wye/tee costs to the developer and additional cost to the homebuilder for multiple lengths of service instead of one.

Agenda Item #11

STAFF REPORT

TO: Utility and Infrastructure Board

FROM: Alan Kaspar, Director of Electrical Engineering
Troy Schaben, Assistant City Administrator Utilities

DATE: May 12, 2020

SUBJECT: Amendment No. 1 - Reimbursement and Indemnification Agreement with WholeStone Farms for Engineering Design Services for Substation H

Recommendation: Recommend City Council approve resolution authorizing Mayor to sign Amendment No. 1 to Reimbursement and Indemnification Agreement with WholeStone Farms.

Background:

The City has previously signed an agreement with Wholestone Farms wherein Wholestone has agreed to reimburse the City for work completed by HDR Engineering, Inc. for the design of a new Substation (Substation H). The document associated with this staff report is an amendment to said agreement.

HDR Engineering, Inc. has provided the City with an estimate of probable cost for the construction of the substation of approximately $5,141,371.00. Based on coordination with Wholestone's engineer, the City has established that the expanded electrical demands by Wholestone will utilize approximately 63.63% of the available capacity of the new substation. The amendment stipulates that Wholestone reimburse and indemnify the City for this portion of the estimated cost to construct the new electrical substation. The value of this reimbursement would be (not to exceed) $3,271,455.00 as outlined in the amendment.

Note: The current version of the Amendment is a "draft," but staff does not expect any substantive changes requested from Wholestone.

Fiscal Impact:

This amendment itself stipulates a reimbursement value from the customer and does not yet involve a direct cost or expenditure to the City. Once the design package is complete, bids for construction will be solicited and received, and the City's portion of the overall cost will be determined.

REIMBURSEMENT AND

INDEMNIFICATION AGREEMENT

FOR DESIGN ENGINEER

This Reimbursement and Indemnification Agreement (the "Agreement") is made and entered into on this ____ day of_____, 2020, between the City of Fremont, a municipal political subdivision of the State of Nebraska ("City"), whose address for the purposes of this Agreement is 400 East Military Avenue, Fremont NE 68025, and WholeStone Farms, Inc. a Nebraska corporation ("WholeStone"), whose address for the purposes of this Agreement is 900 South Platte Ave, Fremont, NE 68025.

PRELIMINARY STATEMENT

The City has engaged the services of HDR Engineering, Inc. to assist the City in the design of a proposed electrical substation (Substation H) for the expanded electrical demands by WholeStone. The City and Wholestone have agreed to the minimum specifications (the "Minimum Specifications") of Substation H. WholeStone has agreed to reimburse and indemnify the City for its expenses to engage HDR Engineering, Inc. for the design of an electrical substation satisfying the Minimum Specifications, subject to the terms and conditions set forth below.

TERMS AND CONDITIONS

Now, therefore, in consideration of the foregoing Preliminary Statement which is included herein by this reference and the mutual covenants of the parties hereto, it is agreed as follows:

1. WholeStone shall reimburse the City for its expenses to engage the services of HDR Engineering, Inc. in designing an electrical substation that satisfies the Minimum Specifications, not to exceed $301,395.00. WholeStone shall pay the City within thirty (30) days of its receipt of an invoice from the City, including a commercially reasonable level of detail describing the service provided in such a manner that Wholestone can determine that the electrical substation is being constructed in accordance with the Minimum Specifications and the costs related thereto. If WholeStone (a) elects to discontinue its pursuit of expanded electrical demands, whether because the electrical substation is not being constructed in accordance with the Minimum Specifications or for any other reason, and (b) notifies the City (in writing) of such election, then WholeStone shall only be responsible for the City's out-of-pocket expenses that accrued prior to the City's receipt of WholeStone's notice (not to exceed $301,395.00 in any event).

2. WholeStone hereby agrees to indemnify and hold the City harmless from and against any and all liabilities, expenses including reasonable attorneys' and engineers' fees, orders, lawsuits, causes of actions, claims, damages, costs, penalties, fines, interest and demands whatsoever suffered, threatened against, or paid, or incurred by the City in connection with, or arising from, WholeStone's failure to reimburse the City in accordance with the terms of this Agreement.

3. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

4. All notices or other communications required or permitted by this Agreement shall be in writing

and in all cases addressed to the party at the location or address indicated above. Such notice shall be considered to be properly given by and received by a party (i) whenever delivered in person, or (ii) on the date a return receipt is signed by a party when sent by certified mail, regardless of when received or delivered. A party shall have the right to change its address for notice or other communication to any other person or location within the continental United States by giving prior written notice to the other party.

5. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one agreement. Each counterpart may be delivered by facsimile or computer-scanned image transmission. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

6. No amendment of this Agreement shall be valid unless it is in writing and is signed by the parties or by their duly authorized representatives, and unless it specifies the nature and extent of the amendment.

7. The City and WholeStone each agree to abide by all federal, state, and local laws, statutes, ordinances and regulations governing the activities discussed herein. WholeStone shall comply with, and indemnify the City against any violations of applicable regulations promulgated by the Environmental Protection Agency or other government agencies regulating any activities engaged in by WholeStone.

8. This Agreement, and the rights and duties of the parties arising from or relating in any way to the terms, covenants, or conditions of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nebraska.

9. Wholestone is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services 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 a newly hired employee.

[The remainder of this page has intentionally been left blank. Signature page to follow.]

IN WITNESS WHEREOF, this Agreement was executed on the date as first written hereinabove.

WHOLESTONE FARMS, INC.

A Nebraska Corporation,

By:_____

Name:_____

Title:_____

ATTEST

_____
Tyler Ficken, City Clerk

CITY OF FREMONT, NEBRASKA,

A municipal political subdivision of the State of Nebraska,

By:_____
Scott Getzschman, Mayor

APPROVED AS TO FORM

_____
Travis Jacott, City Attorney

AMENDMENT NO. 1 TO REIMBURSEMENT AND INDEMNIFICATION FOR DESIGN ENGINEER

This **AMENDMENT NO. 1 TO REIMBURSEMENT AND INDEMNIFICATION FOR DESIGN ENGINEER** (this "Amendment") is made as of _____ ___, 2020 ("Effective Date") by and between the City of Fremont, a municipal political subdivision of the State of Nebraska ("City"), whose address for the purposes of this Agreement is 400 East Military Avenue, Fremont NE 68025, and WholeStone Farms, Inc. a Nebraska corporation ("WholeStone"), whose address for the purposes of this Agreement is 900 South Platte Ave, Fremont, NE 68025.

RECITALS

A. **WHEREAS**, City and Wholestone are Parties to the certain Reimbursement and Indemnification for Design Engineer Agreement ("Agreement"), dated as of March 3, 2020; and

B. **WHEREAS**, the Parties mutually desire to modify certain terms and conditions of the Agreement, as more fully set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings assigned to such terms in the Agreement.

2. Amendment Effective Date. The Parties agree to amend the Agreement as set forth in Section 6 hereof, which amendments will be effective as of the Effective Date.

3. Amendments.

(a) The main title of the certain Reimbursement and Indemnification for Design Engineer Agreement shall be amended by deleting the words "for Design Engineer" and inserting "Electrical Substation" in lieu thereof.

(b) The title: Preliminary Statement of the certain Reimbursement and Indemnification for Design Engineer Agreement shall be amended by making the title plural and shall read, Preliminary Statements."

(c) The following paragraph shall be added under Preliminary Statement of the certain Reimbursement and Indemnification for Design Engineer Agreement:

"The City has engaged the services of HDR Engineering, Inc. to provide the City with an estimate of probable cost for the construction of an electrical substation (Substation H) for expanded electrical demands by WholeStone. The estimate provided by HDR Engineering, Inc. has indicated the probable cost of the new substation to be approximately $5,141,371.00. Based on coordination with Wholestone's engineer, the City has established that the expanded electrical demands by Wholestone will utilize approximately 63.63% of the available capacity of the new substation. WholeStone has agreed to reimburse and indemnify the City for this portion of the estimated cost to construct the new electrical substation, subject to the terms and conditions set forth below."

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(d) The paragraph identified as 1. under Terms and Conditions of the certain Reimbursement and Indemnification for Design Engineer Agreement be amended as follows:

"1. Wholestone shall reimburse the City:

a. For its expenses to engage the services of HDR Engineering, Inc. in designing an electrical substation that satisfies the Minimum Specifications, not to exceed $301,395.00.

b. At a rate of 63.63% of expenses accrued to construct a new electrical substation, not to exceed $3,271,455.00.

WholeStone shall pay the City within thirty (30) days of its receipt of an invoice from the City, including a commercially reasonable level of detail describing the service provided in such a manner that Wholestone can determine that the electrical substation is being constructed in accordance with the Minimum Specifications and the costs related thereto. If WholeStone (a) elects to discontinue its pursuit of expanded electrical demands, whether because the electrical substation is not being constructed in accordance with the Minimum Specifications or for any other reason, and (b) notifies the City (in writing) of such election, then WholeStone shall only be responsible for the City's out-of-pocket expenses that accrued prior to the City's receipt of WholeStone's notice."

4. General Terms.

(a) Except to the extent expressly modified by this Agreement, all other terms and conditions of the certain Reimbursement and Indemnification for Design Engineer Agreement will remain unmodified and continue in full force and effect. Any reference to the certain Reimbursement and Indemnification for Design Engineer Agreement from and after the Effective Date will be deemed to refer to the certain Reimbursement and Indemnification for Design Engineer Agreement as amended hereby, unless otherwise expressly stated.

(b) Governing Law. This Amendment will be governed by the same state whose laws govern the certain Reimbursement and Indemnification for Design Engineer Agreement.

(c) Counterparts. This Amendment may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same agreement.

[The remainder of this page has intentionally been left blank. Signature page to follow.]

DRAFT

IN WITNESS WHEREOF, this Agreement was executed on the date as first written hereinabove.

WHOLESTONE FARMS, INC.
A Nebraska Corporation,

By: _____

Name: _____

Title:_____

CITY OF FREMONT, NEBRASKA,
A municipal political subdivision of the State of Nebraska,

By:_____

Name: Scott Getzschman

Title: Mayor

ATTEST

_____
Tyler Ficken, City Clerk

APPROVED AS TO FORM

_____
Travis Jacott, City Attorney

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