

City of Fremont, Nebraska, is inviting you to a Zoom webinar.
When: October 13, 2020 7:00 PM Central Time (US and Canada)
Topic: October 13, 2020 City Council Meeting & Board of Equalization

ZOOM Meeting Information

View Video Tutorials:

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Please click the link below to join the webinar:

<https://zoom.us/j/96475333263>

Webinar ID: 964 7533 3263

Or iPhone one-tap :

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Please note: Zoom requires a name and an email address to participate via computer, tablet or smartphone. Please enter your first name and enter attendee@fremontne.gov as your email address.

If you participate by telephone, no identification is required. To request to make a comment during a public hearing or public comment period, please **press *9 to electronically raise your hand** allowing the Mayor to call on you. Once called upon you will be notified that you are unmuted. **Press *6 to unmute your phone and press *6 to mute your phone** when you are finished speaking, or wait to be muted by the host.



CITY OF
FREMONT
NEBRASKA

REGULAR CITY COUNCIL MEETING AGENDA
October 13, 2020 - 7:00 PM
City Council Chambers 400 East Military, Fremont NE

MEETING CALLED TO ORDER

ROLL CALL

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

1. Executive session to discuss contract negotiation and potential/threatened litigation
2. Motion to adopt current agenda for the October 13, 2020 Regular Meeting

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

3. Motion to approve September 30, 2020 through October 13, 2020 claims and authorize checks to be drawn on the proper accounts
4. Receive Report of the Treasury
5. Dispense with and approve September 29, 2020 City Council Meeting Minutes
6. Motion to approve Cement/Asphalt/Excavate license application of Concrete Construction Solutions
7. Resolution 2020-195 to approve Constructors, Inc. Final Acceptance of Project of the Bell Street Asphalt Overlay Project by authorizing the Mayor to sign Final Pay Application No. 2 and Final Change Order
8. Resolution 2020-202 to approve Luxa Construction Co, Inc. Final Acceptance of Project of the Johnson Road South Pavement Improvements Project by authorizing the Mayor to sign Final Pay Application No. 7 and Change Order No. 2
9. Motion to approve Archbishop Bergan Jr/Sr High School User Agreement for football camps/practices/games at Johnson Park

- [10.](#) Resolution 2020-196 approving Outside Fire contracts from October 2020 to October 2021
- [11.](#) Move to approve the recommendation of the Mayor to appoint Marty Gifford as Fremont Housing Agency Board Member to a term ending September 2025
- [12.](#) Resolution 2020-197 authorizing a 5-year software and support agreement with Honeywell for Lon D. Wright Power Units #6, 7 and 8
- [13.](#) Resolution 2020-198 authorizing a 3-year Quicklime Reagent Supply Agreement for Lon D. Wright Power Unit #8
- [14.](#) Resolution 2020-199 authorizing a 3-year software and support agreement with Emerson Process Management for Lon D. Wright Unit #8 Exciter
- [15.](#) Motion to approve Amendment No. 1 to Lincoln Financial Group Life Insurance Policy
- [16.](#) Council Member Ellis item - Resolution 2020-203 approving the request of Fremont Downtown Development Group to close a City Parking Lot, and street for Fremont Trunk and Treat

UNFINISHED BUSINESS: Requires individual associated action

17. Council Member Yerger item - Motion to acknowledge stated non-participative intent and accept implied resignations from the Animal Control – Citizens Advisory Board for members - Shanahan, Kracl, Pence and Stewart
18. Council Member Yerger item - Motion to reaffirm the remaining Animal Control – Citizens Advisory Board members (Platt, Homan, Kempenar and Eaton) and their ongoing / continued efforts to complete the investigation of requested and outstanding materials/data, as well as their assessment of any and all associated and potential Animal Control Contract violations per Resolution 2020-101

NEW BUSINESS: Requires individual associated action

19. Council Member Yerger Item - Motion to clarify the City Council's prior action "to draft a proposal to the Dodge County Humane Society for possible action", to definitively request that legal Counsel focus on the breach of contract "for cause" language in the Animal Control Contract with DCHS and the numerous findings of non-compliance, and draft the requisite documentation necessary for serving a legal termination notice to the DCHS regarding its Animal Control Contract with the City
20. Council Member Yerger item - Motion to require and receive into the public record the Animal Control – Citizens Advisory Board (ACCAB) DCHS Animal Control Contract compliance investigation discovery documents that were outstanding at the time the ACCAB was dissolved, as required by agenda item 19 of the Council's September 29, 2020 meeting
21. Councilmember Yerger Item - Motion to require and receive an update and status report from the City Attorney at the October 13 City Council meeting regarding progress on the

DCHS contract violation matter and require that such a report be presented at each City Council meeting thereafter until the matter is resolved

- [22.](#) Resolution 2020-201 to approve a contract with Houseal Lavigne to provide services to update the Unified Development Code (UDC); Comprehensive Plan and associated Long Range Transportation Plan (LRTP)
- [23.](#) Motion to authorize the mayor to sign the agreement with Tetrad Property Group for the Project Management fees for the library expansion project through completion
- [24.](#) Resolution 2020-200 to approve the Reimbursement and Indemnification Agreement for Gas Main Relocation with Holcim US

Agenda posted at the Municipal Building on October 7, 2020 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on October 7, 2020. This meeting is preceded by publicized notice in the Fremont Tribune and the agenda, including notice of study session, is displayed in the Municipal Building and is open to the public. The official current copy is available at City Hall, 400 East Military, City Clerk's Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on this agenda.

ADJOURNMENT

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

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

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

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

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



CITY OF FREMONT NEBRASKA

BOARD OF EQUALIZATION & REGULAR CITY COUNCIL MEETING MINUTES
September 29, 2020 - 6:30 PM
City Council Chambers 400 East Military, Fremont NE

BOARD OF EQUALIZATION MINUTES
7:00 PM

MEETING CALLED TO ORDER. Mayor Getzschman called the Board of Equalization Meeting to order and stated that a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas

ROLL CALL. Roll call showed Members McClain, Ellis, Bechtel, Yerger, Jacobus, Legband, Kuhns, and Jensen present. 8 members present.

1. Resolution 2020-189 to levy a special tax and assessment against Jensens PT W1/2 Frac Blk 21 in the amount of \$405.85 for debris/weed cleanup (ARG Property Grp Inc.) Motion made by Yerger, Seconded by Legband to approve Resolution 2020-189. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.
2. Resolution 2020-190 to levy a special tax and assessment against Morrells W1/2 Lots 7 & 8 BLK 33 in the amount of \$592.98 for debris/weed cleanup (GOF House LLC) Motion made by Jensen, Seconded by Kuhns to approve Resolution 2020-190. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

ADJOURNMENT. Motion made by McClain, seconded by Kuhns to adjourn; time: 7:04 P.M. Voting Yea: Yerger, Ellis, McClain, Legband, Bechtel, Jacobus, Kuhns, Jensen. Motion carried.

CITY COUNCIL REGULAR MEETING MINUTES

MEETING CALLED TO ORDER. Following the pledge of Allegiance, Mayor Getzschman called the City Council Meeting to order and stated that a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas

ROLL CALL. Roll call showed Council Members McClain, Ellis, Bechtel, Yerger, Jacobus, Legband, Kuhns, and Jensen present. 8 members present.

MAYOR COMMENTS

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

1. Motion to adopt current agenda for the September 29, 2020 Regular Meeting
Motion made by Yerger, seconded by Jacobus to move item #16 the first item under new business. Voting Yea: Yerger, Ellis, Legband, Jacobus Voting Nay: McClain, Jensen, Bechtel, Kuhns. Motion failed. Motion made by Jacobus, Seconded by Yerger to move item #12 to the end of the agenda. Voting Yea: Yerger, Ellis, Jacobus Voting Nay: McClain, Jensen, Legband, Bechtel, Kuhns. Motion failed. Motion made by McClain, Seconded by Kuhns to adopt the current agenda for the September 29, 2020 Regular Meeting. Voting Yea: McClain, Jensen, Legband, Bechtel, Kuhns Voting Nay: Yerger, Ellis, Jacobus. Motion carried.

CONSENT AGENDA: All items in the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or a citizen so requests, in which event the item will be removed from the consent agenda and considered separately. Motion made by McClain, Seconded by Legband to approve the consent agenda items 2, 3, 5, 8 and 9. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

2. Motion to approve September 9, 2020 through September 29, 2020 claims and authorize checks to be drawn on the proper accounts
3. Dispense with and approve September 8, 2020 City Council Meeting Minutes
4. Resolution 2020-191 to approve application for new liquor license manager of John Fritz, ALDI Inc., dba ALDI #11, 3650 Elk Lane, Fremont, Nebraska. Motion made by Legband, seconded by McClain to approve Resolution 2020-191. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus Voting Abstaining: Bechtel. Motion carried.
5. Motion to approve Cement/Asphalt/Excavate license application of Cleary Shamrock Full Property Services
6. Resolution 2020-192 to approve C-R Menn Concrete, LLC. Final Acceptance of Project of the 2020 Pavement Rehab Project by authorizing the Mayor to sign Final Pay Application No. 7 and Final Change Order. Motion made by Jacobus, Seconded by Legband to approve Resolution 2020-192. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.
7. Resolution 2020-193 authorizing Mayor to sign Nebraska Department of Transportation agreement for Transportation Planning Assistance to partially fund (75%) the update of the City's Long Range Transportation Plan, and appoint Jennifer Dam as Responsible Charge. Motion made by Jacobus, Seconded by Yerger to approve Resolution 2020-193. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.
8. Receive and file Keep Fremont Beautiful annual report
9. Mayor Getzschman item - Motion authorizing the City Clerk to sign Special Designated License Local Recommendation form for event for First National Bank - Chamber Business After Hours

NEW BUSINESS: Requires individual associated action

10. Resolution 2020-194 to approve “90% Plans and Right of Way (ROW) Cost Estimate”, for the Fremont, Rawhide Trail Project, and authorizing Mayor to sign Resolution as provided by the State. Motion made by Legband, Seconded by Kuhns to approve Resolution 2020-194. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.
11. Motion to authorize Mayor to sign agreement for Project Contracting/Payment Process & Operation & Maintenance for Platte River Breach Repair Project (Rod & Gun Club) Motion made by Yerger, seconded by Ellis to amend paragraph four of the agreement before City Council approves it to allow the City Attorney to update the Agreement to include 501c3 language and to table the item until Dodge County has approved the updated agreement. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Jacobus. Voting Nay: Kuhns. Motion carried.
12. Council Member Legband item – Motion to dissolve the temporary Animal Control Citizen Advisory Board (ACCAB), receive report on findings of the ACCAB, and refer the report to City legal counsel to draft a proposal to the Dodge County Humane Society for possible action. Motion made by Yerger, seconded by Jacobus to invoke the Fremont Municipal Code Section 2-108(18) rule to suspend Section 2-108 (14), (15), and (16) rules for this item. Voting Yea: Yerger, Ellis, Jensen, Jacobus Voting Nay: McClain, Legband, Bechtel, Kuhns. Motion failed. Motion made by Jacobus, seconded by Ellis to receive two emails into the record. Voting Yea: Yerger, Ellis, McClain, Jensen, Bechtel, Kuhns, Jacobus Voting Nay: Legband. Motion carried. Motion made by Yerger, seconded by Ellis to table the item. Voting Yea: Yerger, Ellis, Jacobus Voting Nay: McClain, Jensen, Legband, Bechtel, Kuhns. Motion failed. Motion made by Legband, seconded by Jacobus to dissolve the temporary Animal Control Citizen Advisory Board, refer the findings to legal and draft a proposal to the Dodge County Humane Society for possible action. Voting Yea: McClain, Jensen, Legband, Bechtel, Kuhns Voting Nay: Yerger, Ellis, Jacobus. Motion carried.
13. Motion to approve interlocal agreement, and agreement for sales and purchase of water to Cedar Bluffs. Motion made by Kuhns, Seconded by Legband to approve interlocal agreement, and agreement for sales and purchase of water to Cedar Bluffs. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.
14. Council Member Ellis item - Resolution 2020-195 to serve notice and terminate the City's Animal Control Contract with the Dodge County Humane Society. Motion made by Jacobus, Seconded by Yerger to approve Resolution 2020-195. Voting Yea: Yerger, Ellis, McClain, Jacobus. Voting Nay: Jensen, Legband, Bechtel, Kuhns. Motion failed.
15. Council Member Ellis item - Motion to require the City to prepare and publish a Request for Proposal (RFP), for the purpose of soliciting animal control services on behalf of the City of Fremont. Motion made by Ellis, Seconded by Yerger to continue the item. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.
16. Council Member Yerger item - Motion to invoke the Fremont Municipal Code Section 2-108 (18) rule to suspend Section 2-108 (14), (15), and (16) rules for all agenda items involving the City’s Animal Control Contract, the Dodge County Humane Society and the City’s Animal Control – Citizens Advisory Board. No action was taken.

17. Council Member Yerger item - Motion to acknowledge stated non-participative intent and accept implied resignations from the Animal Control – Citizens Advisory Board for members - Shanahan, Kracl, Pence and Stewart. Motion made by McClain, Seconded by Yerger to continue the item for two weeks. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.
18. Council Member Yerger item - Motion to reaffirm the remaining Animal Control – Citizens Advisory Board members (Platt, Homan, Kempenar and Eaton) and their ongoing / continued efforts to complete the investigation of requested and outstanding materials/data, as well as their assessment of any and all associated and potential Animal Control Contract violations per Resolution 2020-101. Motion made by McClain, Seconded by Yerger to continue the item to allow for the gathering of documents to be held until the next meeting and reformat the language of the item for two weeks. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.
19. Council Member Yerger item - Motion to require the City Attorney to draft the Animal Control Board's requests for information and data approved at, or listed on, the Animal Control – Citizens Advisory Board agenda for September 16, 2020; as well as to compel responses to all outstanding requests from those who have failed to provide timely responses to earlier Animal Control – Citizens Advisory Board's requests for information and data, so that all requested information can be evaluated, and any associated findings can be appended to earlier Board findings and reporting, in order to complete the public record. Motion made by Yerger, seconded by Jacobus to amend the motion to include directing the City Attorney to receive Department of Agriculture inspection report for Dodge County Humane Society, and apply pressure to receive copy of ombudsman report from the State of Nebraska dealing with this investigation and the Dodge County Humane Society. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. Motion made by Yerger, Seconded by Jacobus to require the City Attorney to draft the Animal Control Board's requests for information and data approved at, or listed on, the Animal Control – Citizens Advisory Board agenda for September 16, 2020; as well as to compel responses to all outstanding requests from those who have failed to provide timely responses to earlier Animal Control – Citizens Advisory Board's requests for information and data, so that all requested information can be evaluated, and any associated findings can be appended to earlier Board findings and reporting, in order to complete the public record as amended. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

ADJOURNMENT. Motion made by Jacobus, seconded by Legband to adjourn; time: 11:22 P.M. Voting Yea: Yerger, Ellis, McClain, Legband, Bechtel, Jacobus, Kuhns, Jensen. Motion carried.

APPROVED AND ACCEPTED AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA BOARD OF EQUALIZATION & REGULAR CITY COUNCIL MEETING MINUTES FOR SEPTEMBER 29, 2020.

Tyler Ficken, City Clerk

Scott Getzschman, Mayor

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: September 29, 2020

SUBJECT: Cement/Asphalt/Excavate Work License Application

Recommendation: Move to approve the Cement/Asphalt/Excavate worker license application(s) as presented subject to fulfillment of all licensing requirements

Background: Cement/Asphalt/Excavate workers are required to apply for their first license with the City Council as there is not an examination given. There is no need to reapply with the City Council as long as the applicant keeps their license in force every year. Licensed cement/asphalt/excavate workers have a 60-day grace period to renew their license after April 1st of every year.

<u>Business</u>	<u>Applicant</u>	<u>Type</u>
Concrete Construction Solutions	Kevin E. Kupke	Cement/Asphalt/Excavate Work



LICENSE APPLICATION

Position	Fee	Bond	Term
FMC 10-322 Cement Work/Asphalt/Excavate	20.00	5,000.00	April 1st to April 1st of each year
FMC 10-315 House Mover	25.00	5,000.00	April 1st to April 1st of each year

TO THE FREMONT MAYOR AND COUNCIL:

The undersigned does hereby make application for license as FMC 10-322

License should be issued to CONCRETE CONSTRUCTION SOLUTIONS INC.

License shall be used by applicant as the sole owner of business, which will be conducted under the name of

CONCRETE CONSTRUCTION SOLUTIONS at 20250 S. STABLE DR. EAGLE, NE 68347

(If applicant is not sole owner, set out the other owners: OWNER: KEVIN KUOKE

Applicant telephone number at place of business or where can be reached (402) 499-8548

To enable the Mayor and Council to determine whether an applicant possesses the necessary qualifications to obtain said license, applicant, under oath does hereby state:

I have had 18 years of practical experience in this type of work at the following places (Cover the last five years)

SELF-EMPLOYED FOR THE PAST 18 YEARS

I have the following technical education: BS CONSTRUCTION MANAGEMENT UNL

I give you the following references: BRANDON MEYER (402) 499-4536 KEVIN STODDARD (402) 610-1141
CORY WHITEMORE (402) 432-8485

Applicant agrees to comply with all licensing requirements should Council approve this application. Applicant agrees to comply with and is willing to be governed, in all respects, by the ordinances and laws now in effect or to be hereafter adopted by the City of Fremont.

IMPORTANT! After obtaining your license, please go to the 3rd floor of Municipal Building to obtain the rules and regulations concerning concrete work.

Dated 10-3-20

Kevin E. Kuo
Signature

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

X I am a citizen of the United States.

OR

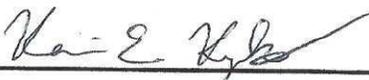
_____ I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows:

_____ and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

DATE OF BIRTH 7-2-1977

PRINT NAME KEVIN E. KUPKE
(first, middle, last)

SIGNATURE 

DATE 10-3-20

No Material Discrepancies exist as verified by SAVE.

Verified on: _____ by: _____

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: David Goedeken, P.E., Director of Public Works/City Engineer
DATE: October 13, 2020
SUBJECT: Bell Street Asphalt Overlay; Project No. P-179-19

<p>Recommendation: Approval of Resolution 2020-195 for the Final Acceptance of Bell Street Asphalt Overlay Project; and recommend Mayor to sign Final Pay Application No. 2, and Final Change Order.</p>

Background:

Constructors, Inc. has completed construction of the Bell Street Asphalt Overlay Project. The project consisted of street rehabilitation of Bell Street from Linden Avenue to 23rd Street. The work included concrete repair, milling, resurfacing, and the asphalt overlay rebuilt, as well as other misc. utility adjustments. ADA accessible curb ramps were built through the length of the project area.

The original contract amount for the project was \$664,408.17. The final cost of the project is \$574,103.80. The Final Change Order decreased and a savings of \$90,304.37.

The Resolution authorizes the Mayor to sign the Final Pay Application No. 2 for \$28,705.19 and the Final Change Order to complete final acceptance of the project.

This item was approved by the Utility and Infrastructure Board at their September 29, 2020 meeting with a 5:0 vote.

Fiscal Impact:

The original contract amount was \$664,408.18. The final fiscal impact for the project is \$574,103.80. The cost difference was a reduction of project cost of \$90,304.37. The final payment to close out the project is \$28,705.19.

FINAL CHANGE ORDER



Date: **9/17/2020**
Accnt 31016

Project Name: **BELL STREET ASPHALT OVERLAY**

Project No.	Fremont Project No. P-179-19	PO No.	039341	Account No.	012-2032-431.45-20
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Company Name: **Constructors, Inc.** Address **1815 Y Street, Lincoln NE 68501** Telephone: **402.434.1726**

Item No.	Description of Work	Unit	Plan Quantity	Final Quantity	Change to Contract	Unit Price	Total
1	Mobilization	LS	1	1	0.00	\$ 50,000.00	\$ -
2	Barricading & Traffic Control	LS	1	1	0.00	\$ 23,000.00	\$ -
3	Mill Asphalt 2" Depth	SY	22073	22073	0.00	\$ 3.30	\$ -
4	Remove Sidewalk and Ramps	SF	6181	5672	-509.00	\$ 2.40	\$ (1,221.60)
5	Tack Coat	GAL	4420	2850	-1570.00	\$ 1.85	\$ (2,904.50)
6	Build 2" Asphalt Overlay	TONS	2500	2513	13.00	\$ 81.60	\$ 1,060.80
7	Construct 4" PC Concrete Sidewalk	SF	6010	5518	-492.00	\$ 10.60	\$ (5,215.20)
8	2'x4' Red Detectable Warning Panel	EA	11	14	3.00	\$ 139.00	\$ 417.00
9	2' Red Radial Detectable Warning Panel	EA	193	123	-70.00	\$ 113.00	\$ (7,910.00)
10	Adjust Manhole to Grade	EA	12	11	-1.00	\$ 645.00	\$ (645.00)
11	Adjust Valves to Grade	EA	6	7	1.00	\$ 340.00	\$ 340.00
12	Rebuilt Inlet Top	EA	7	7	0.00	\$ 1,200.00	\$ -
13	Vehicle Loop Detectors Type 170	EA	16	16	0.00	\$ 1,900.00	\$ -
14	Seeding	SF	164	164	0.00	\$ 1.75	\$ -
15	Erosion Control and Cleanup	LS	1	1	0.00	\$ 4,900.00	\$ -
16	Testing Allowance	-	1	0.74	-0.26	\$ 6,000.00	\$ (1,583.00)
	STRIPING	-	0	0	0.00	\$ -	\$ -
17	Yellow Double 4" Wide Stripe	LF	1117	0	-1117.00	\$ 2.90	\$ (3,239.30)
18	Yellow 4" Wide Stripe	LF	4664	9197	4533.00	\$ 1.45	\$ 6,572.85
19	Yellow 4" Wide 10' Dashed Stripe	LF	1140	0	-1140.00	\$ 1.45	\$ (1,653.00)
20	Yellow 4" Wide Diagonal Stripe	LF	66	0	-66.00	\$ 1.45	\$ (95.70)
21	White 6" Wide Stripe	LF	559	0	-559.00	\$ 4.64	\$ (2,593.76)
22	White 6" Wide 10' Dashed Stripe	LF	1580	0	-1580.00	\$ 4.64	\$ (7,331.20)
23	White 12" Wide Stop Bar	LF	193	255	62.00	\$ 9.27	\$ 574.74
24	White 2'x6' Crosswalk Bar	EA	45	42	-3.00	\$ 210.00	\$ (630.00)
25	White Left Turn Arrow	EA	17	20	3.00	\$ 435.00	\$ 1,305.00
26	White 4" Wide "ONLY"	EA	1	2	1.00	\$ 435.00	\$ 435.00
	ALTERNATIVE BID ITEMS	-	0	0	0.00	\$ -	\$ -
27	Asphalt Repair (only as required)	TONS	835	0	-835.00	\$ 92.00	\$ (76,820.00)
28	Concrete Repair (on as required)	SY	180	155	-25.00	\$ 151.00	\$ (3,775.00)

Item No.	Description of Work	Unit	Plan Quantity	Final Quantity	Change to Contract	Unit Price	Total
		-	0	0	0.00	\$ -	\$ -
CO1	Remove and Replace Curb	LF	0	130	130.00	\$ 69.70	\$ 9,061.00
CO2	Place High Early Concrete @ MH's	LS	0	1	1.00	\$ 300.00	\$ 300.00
CO3	Non Returnable Radius Red Detectable Panels	EA	0	70	70.00	\$ 74.95	\$ 5,246.50

Original Contract Price	\$	664,408.17
Net Change From Final Change Order	\$	(90,304.37)
Adjusted Contract Amount	\$	574,103.80

Approved By:

Scott Getzschman, Mayor of the City of Fremont

Date

Jarred S Horsky

Jarred Horsky, Project Manager for Constructors, Inc.

9/18/2020

Date

FINAL PAY REQUEST NO. 2



Date: 9/17/2020
Accnt 31016

Project Name: BELL STREET ASPHALT OVERLAY

Project No.	Fremont Project No. P-179-19	PO No.	039341	Account No.	012-2032-431.45-20
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Company Name: Constructors, Inc. Address 1815 Y Street, Lincoln NE 68501 Telephone: 402.434.1726

Item No.	Description of Work	Unit	Plan Quantity	Pay Period Quantity	As Const Quantity	Unit Price	Total
1	Moblization	LS	1		1	\$ 50,000.00	\$ 50,000.00
2	Barricading & Traffic Control	LS	1		1	\$ 23,000.00	\$ 23,000.00
3	Mill Asphalt 2" Depth	SY	22073		22073	\$ 3.30	\$ 72,840.90
4	Remove Sidewalk and Ramps	SF	6181		5672	\$ 2.40	\$ 13,612.80
5	Tack Coat	GAL	4420		2850	\$ 1.85	\$ 5,272.50
6	Build 2" Asphalt Overlay	TONS	2500		2513	\$ 81.60	\$ 205,060.80
7	Construct 4" PC Concrete Sidewalk	SF	6010		5518	\$ 10.60	\$ 58,490.80
8	2'x4' Red Detectable Warning Panel	EA	11		14	\$ 139.00	\$ 1,946.00
9	2' Red Radial Detectable Warning Panel	EA	193		123	\$ 113.00	\$ 13,899.00
10	Adjust Manhole to Grade	EA	12		11	\$ 645.00	\$ 7,095.00
11	Adjust Valves to Grade	EA	6		7	\$ 340.00	\$ 2,380.00
12	Rebuilt Inlet Top	EA	7		7	\$ 1,200.00	\$ 8,400.00
13	Vehicle Loop Detectors Type 170	EA	16		16	\$ 1,900.00	\$ 30,400.00
14	Seeding	SF	164		164	\$ 1.75	\$ 287.00
15	Erosion Control and Cleanup	LS	1		1	\$ 4,900.00	\$ 4,900.00
16	Testing Allowance	-	1		0.74	\$ 6,000.00	\$ 4,417.00
	STRIPING	-	0		0	\$ -	\$ -
17	Yellow Double 4" Wide Stripe	LF	1117		0	\$ 2.90	\$ -
18	Yellow 4" Wide Stripe	LF	4664		9197	\$ 1.45	\$ 13,335.65
19	Yellow 4" Wide 10' Dashed Stripe	LF	1140		0	\$ 1.45	\$ -
20	Yellow 4" Wide Diagonal Stripe	LF	66		0	\$ 1.45	\$ -
21	White 6" Wide Stripe	LF	559		0	\$ 4.64	\$ -
22	White 6" Wide 10' Dashed Stripe	LF	1580		0	\$ 4.64	\$ -
23	White 12" Wide Stop Bar	LF	193		255	\$ 9.27	\$ 2,363.85
24	White 2'x6' Crosswalk Bar	EA	45		42	\$ 210.00	\$ 8,820.00
25	White Left Turn Arrow	EA	17		20	\$ 435.00	\$ 8,700.00
26	White 4" Wide "ONLY"	EA	1		2	\$ 435.00	\$ 870.00
	ALTERNATIVE BID ITEMS	-	0		0	\$ -	\$ -
27	Asphalt Repair (only as required)	TONS	835		0	\$ 92.00	\$ -

Item No.	Description of Work	Unit	Plan Quantity	Pay Period Quantity	As Const Quantity	Unit Price	Total
28	Concrete Repair (on as required)	SY	180		155	\$ 151.00	\$ 23,405.00
		-	0		0	\$ -	\$ -
CO1	Remove and Replace Curb	LF	0		130	\$ 69.70	\$ 9,061.00
CO2	Place High Early Concrete @ MH's	LS	0		1	\$ 300.00	\$ 300.00
CO3	Non Returnable Radius Red Detectable Panels	EA	0		70	\$ 74.95	\$ 5,246.50
		-	0		0	\$ -	\$ -

Total Project Cost To Date	\$ 574,103.80
Total Previous Payments	\$ (545,398.61)
Retainage	\$ -
Total Amount Due	\$ 28,705.19

Approved By:

Scott Getzschman, Mayor of the City of Fremont

Date

Jarred S Horsky

Jarred Horsky, Project Manager for Constructors, Inc.

9/18/2020

Date

RESOLUTION NO. 2020-195

A Resolution of the City Council of the City of Fremont, Nebraska to approve Constructors, Inc. Final Acceptance of Project of the Bell Street Asphalt Overlay Project by authorizing the Mayor to sign Final Pay Application No. 2 and Final Change Order.

WHEREAS, The City of Fremont entered into a construction contract with Constructors, Inc. (Contractor) for the Bell Street Asphalt Overlay Project; and

WHEREAS, The original contract cost of the project was \$664,408.17, and the final contract cost of construction was \$574,103.80 with a deductive final change order of \$90,304.37; and

WHEREAS, The Contractor has completed the work on said project to the satisfaction of the Public Works Director/City Engineer;

NOW THEREFORE BE IT RESOLVED: that the Mayor and City Council hereby approve Final Acceptance of the Project for the Bell Street Asphalt Overlay, authorize the Mayor to sign the Final Pay Application No. 2 and Final Change Order.

PASSED AND APPROVED THIS 13th DAY OF OCTOBER 2020

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: David Goedeken, P.E., Director of Public Works/City Engineer

DATE: October 13, 2020

SUBJECT: Johnson Road South Pavement Improvements; Project No. P-176-17

<p>Recommendation: Approval of Resolution 2020-202 for Final Acceptance of Johnson Road South Pavement Improvements Project; and authorize Mayor to sign Final Pay Application No. 7, Change Order 2, Final Quantities, and final acceptance of project.</p>

Background: The City of Fremont entered into a contract agreement for construction service with Luxa Construction Co., Inc. (Luxa) for the construction of the Johnson Road South Pavement Improvement Project. Luxa has completed construction of this project. The project consisted of all new-paved road 38 feet in width and 2,760 feet in length, including construction of a detention basin, sanitary sewer, water main and storm sewer. The project begins just South of Jack Sutton Drive and connects to Morningside Road. The project excluded approximately a 300 feet section of the railroad crossing at the UPRR tracks. This section is under review by the UPRR for their permit approval. The segment will be constructed following UPRR approval.

The original contract amount for the project was \$1,579,424.40. The final cost of the project is \$1,690,457.60. Change Order No. 2 is for \$33,960.02. Final project quantities result in an overall cost increase of \$111,033.20.

The primary reason for the cost increase of the project was a storm water pipe conflict with a sanitary sewer main, and the need to build a stormwater holding pond as a result.

The resolution authorizes the Mayor to sign the Final Pay Application No. 7 for \$287,611.85 and Change Order No. 2, accept the Final Contract Quantities, and make final acceptance of the project.

This item was approved by the Utility and Infrastructure Board at their September 29, 2020 meeting with a 5:0 vote.

Fiscal Impact: The original contract amount was \$1,579,424.40. The final fiscal impact for the project is \$1,690,457.60. The cost difference is an increase of \$111,033.20. The final payment to close out the project is \$287,611.85.

APPLICATION FOR PAYMENT NO. 7 (FINAL)

To: City of Fremont, NE
From: Luxa Construction Co., Inc.
Contract For: Johnson Road South Pavement Improvements
ENGINEER's Project No. N/A
For Work accomplished through the date of: 9/17/2020

1. Original Contract Price:	<u>\$ 1,579,424.40</u>
2. Net change by Change Orders and Written Amendments (+ or -):	<u>\$ 111,033.20</u>
3. Current Contract Price (1 plus 2):	<u>\$ 1,690,457.60</u>
4. Total completed and stored to date:	<u>\$ 1,690,457.60</u>
5. Percent of Project Completed <u>100%</u>	
6. Retainage (per agreement):	
<u>0%</u> of completed Work and Stored Materials:	\$ -
Total Retainage:	<u>\$ -</u>
7. Total completed and stored to date less retainage (4 minus 6):	<u>\$ 1,690,457.60</u>
8. Less previous Application for Payments:	<u>\$ 1,402,845.75</u>
9. DUE THIS APPLICATION (7 MINUS 8):	<u>\$ 287,611.85</u>

Accompanying Documentation:

Contractor's Progress Estimate

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 9/17/2020

By:  Daniel E. Norman
Civil Solutions, LLC

NO.	ITEM	UNIT	UNIT PRICE	EST. QUANTITY	TOTAL PRICE
1	Mobilization/Site Preparation	LS	\$30,000.00	1	\$30,000.00
2	Remove 42" Dia. RCP Storm Sewer Pipe	L.F.	\$13.00	68	\$884.00
3	Remove 72" Dia. RCP Storm Sewer Pipe	L.F.	\$19.00	42	\$798.00
4	Remove Rock Gabion Baskets	L.S.	\$3,000.00	1	\$3,000.00
5	Remove P.C.C. Pavement	S.Y.	\$7.00	238	\$1,666.00
6	Remove and Salvage Guardrail	L.F.	\$52.00	54	\$2,808.00
7	Remove and Dispose Guardrail	L.F.	\$29.00	71	\$2,059.00
8	Traffic Control	L.S.	\$6,000.00	1	\$6,000.00
12	Furnish and Install 8" Dia. D.I.P. w/ Polyethylene Encasement and 14 Gauge Tracing Wire	L.F.	\$53.00	380	\$20,140.00
14	Furnish and Install 10x8 Tee	EA.	\$750.00	1	\$750.00
15	Furnish and Install 8x8 Tee	EA.	\$500.00	1	\$500.00
16	Furnish and Install 8x6 Tee	EA.	\$500.00	1	\$500.00
17	Furnish and Install 8" 11 ¼ Degree Bend	EA.	\$400.00	1	\$400.00
18	Furnish and Install 8" 90 Degree Bend	EA.	\$400.00	1	\$400.00
19	Furnish and Install 8" Cap	EA.	\$200.00	2	\$400.00
21	Furnish and Install 8" Gate Valve & Box	EA.	\$1,400.00	3	\$4,200.00
22	Furnish and Install 6" Gate Valve & Box	EA.	\$1,100.00	1	\$1,100.00
23	Install Fire Hydrant Supplied by the City of Fremont	EA.	\$1,500.00	1	\$1,500.00
24	12" Dia. RCP Storm Sewer	L.F.	\$40.00	40	\$1,600.00
25	15" Dia. RCP Storm Sewer	L.F.	\$35.00	195	\$6,825.00
27	24" Dia. Round Equivalent Arch RCP Storm Sewer	L.F.	\$100.00	480	\$48,000.00
28	36" Dia. RCP Storm Sewer	L.F.	\$100.00	553.5	\$55,350.00
29	42" Dia. RCP Storm Sewer	L.F.	\$134.00	1,755.00	\$235,170.00
30	66" Dia. CSP Storm Sewer	L.F.	\$612.00	76.5	\$46,818.00
31	42" Dia. Concrete Collar	EA.	\$1,200.00	4	\$4,800.00
33	36" Dia. RCP Flared End Section	EA.	\$1,500.00	2	\$3,000.00
35	42" Dia. Drainage Grate	EA.	\$2,800.00	2	\$5,600.00
36	Connect to Exist. 66" Dia. CSP	EA.	\$8,000.00	4	\$32,000.00
37	60" Dia. Manhole	EA.	\$5,600.00	1	\$5,600.00
38	Curb Inlet (Y=4')	EA.	\$3,000.00	10	\$30,000.00
39	Junction Box No. 1	EA.	\$7,500.00	1	\$7,500.00
41	Junction Box No. 3	EA.	\$11,000.00	1	\$11,000.00
42	Junction Box No. 4	EA.	\$11,000.00	1	\$11,000.00

43	Junction Box No. 5	EA.	\$11,000.00	1	\$11,000.00
44	Earthwork	L.S.	\$484,303.50	1	\$484,303.50
45	Pavement Subgrade Preparation	S.Y.	\$1.50	12,093.43	\$18,140.15
46	8" P.C.C. Pavement	S.Y.	\$40.00	11,205.22	\$448,208.80
47	Concrete Header	L.F.	\$12.00	95	\$1,140.00
48	Crushed Rock Surfacing	Ton	\$38.00	154.78	\$5,881.64
49	Permanent Pavement Markings	L.S.	\$12,000.00	1	\$12,000.00
50	Install Silt Fence	L.F.	\$2.65	3,010.00	\$7,976.50
51	Install Sediment Stop	L.F.	\$3.25	0.00	\$0.00
52	Install Curb Inlet Protection	EA.	\$265.00	10	\$2,650.00
53	Install Junction Box/Manhole Protector	EA.	\$265.00	0	\$0.00
54	Erosion Control Blanket	S.Y.	\$1.65	18368	\$30,307.20
55	Concrete Washout	EA.	\$3,000.00	3	\$9,000.00
56	Seeding and Surface Restoration	L.S.	\$30,000.00	1.25	\$37,500.00
57	Testing Allowance				\$3,500.00
58	Staking Allowance				\$7,500.00
	Remove 18" Dia. CSP	L.F.	\$12.00	43	\$516.00
	Remove 36" Dia. CSP	L.F.	\$12.00	60	\$720.00
	18" Dia. RCP	L.F.	\$43.70	50	\$2,185.00
	18" F.E.S.	EA.	\$862.50	1	\$862.50
	60" Dia. Manhole (4'-9")	EA.	\$5,980.00	1	\$5,980.00
	Type B Rock Riprap	Ton	\$97.75	55	\$5,376.25
	Detention Pond Seeding	LS	\$5,689.91	1	\$5,689.91
	Erosion Control Blanket	S.Y.	\$1.65	2175	\$3,588.75
	Remove Silt Fence	LF	\$0.50	2569	\$1,284.50
	Materials Ordered prior to being Deleted from Contract				\$3,778.90

TOTAL CONTRACT AMOUNT =	\$1,690,457.60
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Change Order No. 2

Date of Issuance: September 15, 2020

Project: Johnson Road South Pavement Improvements	Owner: City of Fremont, NE	Owner's Contract No.:
Contract: Johnson Road South Pavement Improvements	Date of Contract: May 1, 2019	
Contractor: Luxa Construction Company, Inc.	Engineer's Project No.: N/A	

The Contract Documents are modified as follows upon execution of this Change Order:

1. Adjust contract price to reflect actual construction quantities.
2. Extend Contract Completion Date

Attachments (list documents supporting change):

1. Attachment No. 1 (Revised Quantities)

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$1,579,424.40

Contract Price prior to this Change Order:

\$ 1,656,497.57

Increase of this Change Order:

\$ 33,960.02

Contract Price incorporating this Change Order:

\$ 1,690,457.60

Original Contract Times: Working days Calendar days

Substantial completion (date): **November 30, 2019**

Ready for final payment (date): **April 30, 2020**

Contract Times prior to this Change Order:

Substantial completion (date): **June 30, 2020**

Ready for final payment (date): **June 30, 2020**

Contract Times with all approved Change Orders:

Substantial completion (date): **July 17, 2020**

Ready for final payment (date): **September 30, 2020**

RECOMMENDED:

By: *Daniel E. Naman*

Engineer (Authorized Signature)

Date: 9/15/2020

ACCEPTED:

By: *Michael J. [Signature]*

Contractor (Authorized Signature)

Date: 9/17/2020

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ATTACHMENT NO. 1 TO CHANGE ORDER NO. 2 (REVISED QUANTITIES)

NO.	ITEM	UNIT	UNIT PRICE	EST. QUANTITY	TOTAL PRICE
1	Mobilization/Site Preparation	LS	\$30,000.00	1	\$30,000.00
2	Remove 42" Dia. RCP Storm Sewer Pipe	L.F.	\$13.00	68	\$884.00
3	Remove 72" Dia. RCP Storm Sewer Pipe	L.F.	\$19.00	42	\$798.00
4	Remove Rock Gabion Baskets	L.S.	\$3,000.00	1	\$3,000.00
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8	Traffic Control	L.S.	\$6,000.00	1	\$6,000.00
12	Furnish and Install 8" Dia. D.I.P. w/ Polyethylene Encasement and 14 Gauge Tracing Wire	L.F.	\$53.00	380	\$20,140.00
14	Furnish and Install 10x8 Tee	EA.	\$750.00	1	\$750.00
15	Furnish and Install 8x8 Tee	EA.	\$500.00	1	\$500.00
16	Furnish and Install 8x6 Tee	EA.	\$500.00	1	\$500.00
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18	Furnish and Install 8" 90 Degree Bend	EA.	\$400.00	1	\$400.00
19	Furnish and Install 8" Cap	EA.	\$200.00	2	\$400.00
21	Furnish and Install 8" Gate Valve & Box	EA.	\$1,400.00	3	\$4,200.00
22	Furnish and Install 6" Gate Valve & Box	EA.	\$1,100.00	1	\$1,100.00
23	Install Fire Hydrant Supplied by the City of Fremont	EA.	\$1,500.00	1	\$1,500.00
24	12" Dia. RCP Storm Sewer	L.F.	\$40.00	40	\$1,600.00
25	15" Dia. RCP Storm Sewer	L.F.	\$35.00	195	\$6,825.00
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28	36" Dia. RCP Storm Sewer	L.F.	\$100.00	553.5	\$55,350.00
29	42" Dia. RCP Storm Sewer	L.F.	\$134.00	1,755.00	\$235,170.00
30	66" Dia. CSP Storm Sewer	L.F.	\$612.00	76.5	\$46,818.00
31	42" Dia. Concrete Collar	EA.	\$1,200.00	4	\$4,800.00
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35	42" Dia. Drainage Grate	EA.	\$2,800.00	2	\$5,600.00
36	Connect to Exist. 66" Dia. CSP	EA.	\$8,000.00	4	\$32,000.00
37	60" Dia. Manhole	EA.	\$5,600.00	1	\$5,600.00
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44	Earthwork	L.S.	\$484,303.50	1	\$484,303.50
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50	Install Silt Fence	L.F.	\$2.65	3,010.00	\$7,976.50
51	Install Sediment Stop	L.F.	\$3.25	0.00	\$0.00
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55	Concrete Washout	EA.	\$3,000.00	3	\$9,000.00
56	Seeding and Surface Restoration	L.S.	\$30,000.00	1.25	\$37,500.00
57	Testing Allowance				\$3,500.00
58	Staking Allowance				\$7,500.00
	Remove 18" Dia. CSP	L.F.	\$12.00	43	\$516.00
	Remove 36" Dia. CSP	L.F.	\$12.00	60	\$720.00
	18" Dia. RCP	L.F.	\$43.70	50	\$2,185.00
	18" F.E.S.	EA.	\$862.50	1	\$862.50
	60" Dia. Manhole (4'-9")	EA.	\$5,980.00	1	\$5,980.00
	Type B Rock Riprap	Ton	\$97.75	55	\$5,376.25
	Detention Pond Seeding	LS	\$5,689.91	1	\$5,689.91
	Erosion Control Blanket	S.Y.	\$1.65	2175	\$3,588.75
	Remove Silt Fence	LF	\$0.50	2569	\$1,284.50
	Materials Ordered prior to being Deleted from Contract				\$3,778.90

TOTAL CONTRACT AMOUNT =	\$1,690,457.60
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RESOLUTION NO. 2020-202

A Resolution of the City Council of the City of Fremont, Nebraska to approve Luxa Construction Co, Inc. Final Acceptance of Project of the Johnson Road South Pavement Improvements Project by authorizing the Mayor to sign Final Pay Application No. 7 and Change Order No. 2.

WHEREAS, The City of Fremont entered into a construction contract with Luxa Construction Co., Inc. (Contractor) for the Johnson Road South Pavement Improvements Project; and

WHEREAS, The original contract cost of the project was \$1,579,424.40, and the final contract cost of construction was \$1,690,457.60 with a final project cost increase of \$111,033.20; and

WHEREAS, The Contractor has completed the work on said project to the satisfaction of the Public Works Director/City Engineer;

NOW THEREFORE BE IT RESOLVED: That the Mayor and City Council hereby approve Final Acceptance of the Project for the Johnson Road South Pavement Improvements, authorize the Mayor to sign the Final Pay Application No. 7 and Final Change Order.

PASSED AND APPROVED THIS 13th DAY OF OCTOBER, 2020

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor & City Council

FROM: Kim Koski, Director of Parks & Recreation

DATE: October 13, 2020

SUBJECT: Request by Archbishop Bergan Jr/Sr High School for a User Agreement for football camps/practices/games at Johnson Park.

RECOMMENDATION: Approve the request for user agreement for space at Johnson Park.

Background: Chris Rainforth, Assistant Principal and Activities Director at Archbishop Bergan Jr/Sr High School, has requested a user agreement be put in place for their use of green space at Johnson Park. They utilize the space for football camps, practices and games. By having this user agreement, Archbishop Bergan Jr/Sr High School will have priority use of the space for the length of the user agreement.

The user agreement will be for 5 years, effective immediately after the final approval of the City Council.

At the October 5, 2020 Park Board meeting, the Park Board voted 5-0 to approve this request and forward it on to the City Council for final approval.

Fiscal Impact: The City of Fremont will receive \$250 each year in rental fees for use of this area.

FIELD USE AGREEMENT

Johnson Park Football Field User

THIS AGREEMENT is hereby made and entered into this _____ day of _____, 2020 by and between the City of Fremont, a municipal corporation and existing under the laws of the State of Nebraska, (hereinafter referred to as "City") and Archbishop Bergan High School, (hereinafter referred to as "User").

IT IS AGREED by and between the parties as follows:

SECTION 1:

GENERAL

- Purpose:** This Agreement specifies the responsibilities and duties of City and User, with respect to the use, scheduling, maintenance and management of Facilities.
- Term:** This Agreement shall be for a term of Five years commencing on _____, 2020 and terminating on December 31st, 2024. This Agreement may extend, on the same terms and conditions for an additional two-year term, upon mutual agreement of the parties. Notification of User's request for such extension must be furnished to the City in writing at least 90 days prior to the end of the initial term. The City reserves the right to annually review and to increase any of the fees specified herein below up to 3.5% per year, with notice given by July 31 of the previous year.
- Facilities:** Green space north of the Fremont Middle school, owned by the City of Fremont (hereinafter referred to as "Facilities) for football practices, games and camps. Total area to include the field with existing goal posts to the east, up to the lake parking lot. Area will be used for Varsity practices and camps; Junior Varsity practices, camps and games; Middle School practices and games; youth league practices and games.
- Property/Facility Control:** The Facilities are located on park property owned and managed by the City and shall remain throughout the term of this Agreement under the control of the City through its Department of Parks and Recreation. However, the User shall be allowed use, as specifically provided for in this agreement, of Facilities, during the times specified herein.
- Violation and Termination for Cause:** User shall be notified by the City, in writing, of any violation of the terms of this Agreement. User shall have Forty-five (45) days from the date of notification to cure the violation due to the nature of the repair or work to be performed, a reasonable extension may be authorized upon presentation of proof of delays in the repair or work remaining to be performed. However, the City may instead terminate this Agreement. Provided, that the city reserves the right to suspend User's use of the Facilities during the cure period for any violation which the City deems to be a danger to Facilities' users.
- Authorization to Create Rules/Regulations and Enforcement:** User shall enforce at the Facilities all City rules regulations governing park property. User may propose reasonable additional operational rules and regulations governing the use of the Facilities. Such proposed additional rules and regulations must be submitted annually to the Parks and Recreation Director for Review and written approval. If approved, User shall enforce additional rules and regulations. Athletic Field Rules and regulations may be amended by the Parks and Recreation Director.

7. **Advertising:** Advertising shall not be displayed by the User or anyone affiliated with the User within or upon the Facilities Without prior approval. The City Athletic Field Sign Ordinance will be used as a guideline for all requests.
8. **Improvements:** (a) No alterations, improvements or additions to the Facilities (hereinafter referred to as “improvements”) shall be permitted without the express prior written approval of the City. Financing for Such Improvements may be provided by the User or others, shall be constructed, installed, or erected in accordance with City, procedures, standards and regulations. (b) User acknowledges that City is the owner of existing site improvements unless agreed to in writing by both parties, and that City shall be the owner of any additional improvements constructed, installed or erected immediately upon such construction, installation or erection, except that job boxes, security equipment and public address systems shall remain the property of the provider and if the provider is not the City, must be removed within thirty (30) days of the expiration of the initial term of this Agreement, or within ten (10) days upon written demand of the City at any time. The existing shed on site was funded and built by User and is specifically for Archbishop Bergan use.
9. **Insurance:** User must procure and maintain in effect during the term of this Agreement, with companies licensed to do business in the State of Nebraska, public liability insurance with a minimum, policy limits of \$1,000,000/\$5,000,000 for bodily injury or death and property damage. Said policy shall expressly include City as an additional named insured.

SECTION 2

DUTIES, OBLIGATIONS AND RESPONSIBILITIES

1. **Use Rights:** User shall be provided the right to use the Facilities detailed in the Agreement. It is acknowledged and agreed by the parties that once the game, practice and maintenance needs of User are met, the Facilities detailed in this Agreement shall be available to serve other user groups or teams (hereinafter “Other Users”) and User shall not schedule use of the Facilities in order to foreclose use by Other Users. The Parties further agree that reasonable controls on the usage of the Facilities are required to protect the turf and related playing condition of these Facilities.

The facilities are subject to use by City for city-wide events. The City has priority use for all facilities and the right to deny or alter submitted uses based on City programming and use for the community.

User will forward practice and games schedules to the City as soon as they are available. The User will submit any changes or additions to these schedules as soon as changes have been made.

2. **Cooperation:** User shall cooperate with the Parks and Recreation Department with the City of Fremont as extensively and diligently as possible.
3. **Compliance:** User shall; a) operate and maintain exemplary and model program and comply with all City rules and regulations b) conform to all existing and applicable City ordinances,

resolutions, state laws, federal laws, rules and regulations. Nebraska law will govern the terms and the performance under this agreement.

4. **Cooperative Ventures:** The Parties recognize the need for a cooperative relationship and work coordination to insure the public recreational activities conducted at these Facilities are efficiently and effectively provided.
5. **Fields in Facilities:** The User will determine the opening/closing of fields based on weather/field conditions, taking into account the safety of players/spectators. The City of Fremont reserves the right to close fields used by the User if the City determines that fields are unplayable or there is a potential risk to users. Should the City determine that fields are unplayable; the city will contact the User Immediately in order to allow the User to cancel and inform participants of the closure of the fields.
6. **Restrooms:** The City will provide one portable restroom located near Johnson Lake. The User will be responsible for ordering and being financially responsible for any additional portable restrooms.

Responsibility for Maintenance and Repairs

City maintenance Responsibilities at the Facilities, subject to available funding:

1. Provide dumpster service.
2. Provide regular mowing of the grass fields and surrounding areas on an average of once a week or as deemed necessary by Parks Superintendent.
3. Apply grass seed and fertilizer to fields with irrigation.
4. Provide broadleaf weed control to all fields as time allows on time per year unless User is otherwise notified such application will not be provided.
5. Charge and drain the water lines serving the field. Water turn on and shut off will be dependent on weather conditions. Water normally turned on around April 15th and shut off on or around October 15th of each year.
6. Maintenance/Repairs of the main utility lines serving the field to include the electrical, water and sewer services.
7. Maintenance/Repairs of the access road and parking lot, trail and walkway serving the field.
8. Provide Maintenance for the Field irrigation system including head replacement, repair of breaks and valve replacement/repair.
9. Annually charge and drain the irrigation system.

User Maintenance Responsibilities at the Facilities (Baseball/softball):

1. Paint lines and any other activities for the operation and maintenance of the playing surface for User's activities in accordance with City Standards and expectations.
2. Provide portable restrooms, other than the one provided by the City.
3. Provide regular pickup of trash and materials around the field, players seating areas, parking lots and deposit it into the City provided dumpster.
4. Provide all portable scoreboard, goal posts and/or public address systems, as needed.
5. The User will provide a schedule of usage of the facility, including; game schedule, scrimmages and other related activities to the Director of Parks and Recreation.

SECTION 3

PAYMENTS AND FEES

User agrees to pay City for use of Facilities, \$250 per calendar year, due July 31st of each year.

SECTION 4

ANNUAL FIELD MAINTENANCE PAYMENTS

User shall not be required to pay an Annual Field Maintenance fees to the City for fields and facilities included in this Agreement.

SECTION 5

MISCELLANEOUS PROVISIONS

Non-discrimination: User shall not, in the performance of the Agreement with City, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, religion, color, sex, age sexual orientations, gender identity, disability or national origin.

Applicable Law: Parties to this Agreement shall conform to all existing and applicable City ordinances, resolution, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

Merger: This contract shall not be merged into any other oral or written contract, lease or deed of any type. This is the complete and full agreement of the parties.

Modification: This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer or the respective parties.

Assignment: Neither User nor City may assign its rights under this Agreement without the express prior written consent of the other.

Indemnification: User covenants and agrees to indemnify and hold harmless the City of Fremont, its officers, agents and employees, their successors and assigns, individually or collectively from and against all liability for any fines, claims, suits, demands, actions or causes of action of any kind and nature asserted by User or by anyone else, for personal injury or death, or property damage in any way arising out of or resulting from and activity or operation of User and, in or on the Facilities, in connection with its use of the Facilities or in fulfilling its duties, responsibilities and obligations pursuant to this Agreement and User further agrees to pay all expenses in defending against any claims made against City; provided however, that User shall not be liable for any Injury, damage or loss occasioned by the sole negligence or willful misconduct of the City, its agents or employees. User and the city shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party.

Termination: In addition to all other legal remedies available to the City, the City may cancel this agreement should any one or more of the following events occur:

1. If User shall file a petition of bankruptcy; or if proceedings in bankruptcy shall be instituted against it and it is thereafter adjudicated a bankrupt pursuant to proceedings; or if a court shall

take jurisdiction of User and its assets pursuant to proceedings brought under the provision of any federal reorganization act; or if a receiver for User's assets is appointed; or if User shall be divested of its rights, powers and privileges to provide the sport identified herein by other operation of law.

2. If User shall fail to perform, keep and observe any of the terms, provisions, covenants and conditions contained herein to be performed, kept and observed by it.
3. If User shall abandon and discontinue the provision of this Agreement.
4. If User shall fail to abide by all applicable laws, ordinances, rules and regulations of United States, State of Nebraska, Dodge County, or the City of Fremont.
5. If User shall fail to obtain any insurance, performance bond or indemnity required herein or permit any such insurance, performance bond or indemnity to lapse or become void.

Force Majeure: Neither party shall be liable for any failure nor delay in performance under this Agreement (other than for delay in the payment of money due and payable herein) to the extent said failures or delays are proximately caused an event of Force Majeure. "Force Majeure" is an event beyond the reasonable control of either party which makes the performance impossible or so impractical as reasonable to be considered impossible and includes, but not limited to, Act of god, War, terrorist attack, riot civil disorder, earthquake, nuclear accident, fire, explosion, flooding, water levels, or other adverse weather conditions, strikes, or confiscation or any other action by any government which defeats the ability to perform this agreement.

Acknowledged:

Dated this _____ day of _____, 20_____

User (Name)

Dated this _____ day of _____, 20_____

City of Fremont

Scott Getzschman, Mayor
City of Fremont
400 E Military Avenue
Fremont, NE 68025



STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: October 13, 2020

SUBJECT: Outside Fire Contracts

Recommendation: Move to approve Resolution 2020-196

Background: The finance department has calculated the fees for outside fire contracts based on the taxes used to fund Fire Department operations.

The Mayor will sign the respective contracts upon receipt of payment and signed contract from companies receiving the fire protection.

Fiscal Impact: \$15,545.70



OUTSIDE FIRE PROTECTION CONTRACT

WHEREAS, (Company), located outside of the City of Fremont, Nebraska, desires fire protection from said City, and

WHEREAS, (Company) is located in the Fremont Rural Fire Protection District and will be paying an assessment to said District, and

WHEREAS, said Corporation property includes the following parcels wholly outside City limits: (Company Address) & Parcel #

NOW THEREFORE, it is mutually agreed between the CITY OF FREMONT, NEBRASKA (the "City"), a Municipal Corporation, and (Company), Nebraska, that the City furnish to (Company) fire protection for the above described premises, except when the City's equipment is otherwise engaged in fighting fire.

It is further agreed that (Company) shall pay the City for fire protection, in the amount of (\$) (minimum of \$450.00 per parcel), as calculated by (Company) current valuation and the appropriation of the property taxes for the City of Fremont Fire Department.

It is further understood and agreed that the City reserves the right to cancel this contract at any time upon giving notice to (Company) and to the "Nebraska Inspection and Rating Bureau" in Omaha, Nebraska.

This agreement is to become effective as of October 8, 2020 and the basis of the first payment hereunder shall be the tax levy for fire protection until expiration of contract on October 8, 2021.

MUTUALLY AGREED TO THIS _____ DAY OF _____, 2020.

CITY OF FREMONT, NEBRASKA
Municipal Corporation

CONTRACTING FIRM
Company

Scott Getzschman, Mayor

Authorized Signature

Attest:

Tyler Ficken, City Clerk

AMOUNT DUE: \$

RESOLUTION NO. 2020-196

A Resolution of the City Council of the City of Fremont, Nebraska, approving Outside Fire contracts from October 8, 2020 to October 8, 2021.

RESOLVED: The Outside Fire Protection contracts for October 8, 2020 to October 8, 2021 for the following firms be renewed, subject to signing the usual agreement and payment of assessment.

FIRMS	CONTRACT PRICE
Americold Logistics	\$3,078.10
Provimi Acquisition Corp	\$1,756.76
Magnus-Farley Metals	\$805.34
Fremont Beef Company	\$5,005.92
Jayhawk Boxes	\$3,555.48
Oilgear	\$1,344.10

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign contracts for the City Council.

PASSED AND APPROVED THIS 13th DAY OF OCTOBER 2020.

SCOTT GETZSCHMAN, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Tyler Ficken, City Clerk
DATE: October 13, 2020
SUBJECT: Reappointment to Fremont Housing Agency

Recommendation: Move to approve the recommendation of the Mayor to reappoint Marty Gifford as Fremont Housing Agency Board Member to a term ending September 2025.

Background: Appointment will be for a five-year term.

STAFF REPORT

TO: City of Fremont Mayor and City Council

FROM: Utilities and Infrastructure Board
Jeff Shanahan, LDW Power Plant Superintendent

DATE: October 13, 2020

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

Recommendation: Request Authorization to Enter into a 5-year software and support agreement with Honeywell for LDW Units 6, 7, 8.

BACKGROUND:

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

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

The cost per year for this five-year agreement is:

Five Year Agreement	Cost per year
Year 1	\$86,043.47
Year 2	\$88,821.71
Year 3	\$91,691.94
Year 4	\$94,657.31
Year 5	\$97,721.06

Based on discussions with LDW staff at the September 29, 2020 UIB meeting. The Utilities and Infrastructure Board voted 5 to 0 to recommend the City of Fremont Mayor and City Council authorize the City of Fremont, Department of Utilities Staff to sign a 5-year service agreement and authorize Fremont Department of Utility Staff to issue a purchase order to Honeywell.

Note: Each year will be billed separately

FISCAL IMPACT:

2020-2021 FY \$86,043.47 item was budgeted.

RESOLUTION NO. 2020-197

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing a 5-year software and support agreement with Honeywell for LDW Units #6,7, and 8.

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

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

WHEREAS, Based on discussions with LDW staff at the September 29, 2020 UIB meeting. The Utilities and Infrastructure Board voted 5 to 0 to recommend the City of Fremont Mayor and City Council authorize the City of Fremont, Department of Utilities Staff to sign a 5-year service agreement and authorize Fremont Department of Utility Staff to issue a purchase order to Honeywell.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Utilities and Infrastructure Board and authorize the City of Fremont, Department of Utilities Staff to sign a 5-year service agreement and authorize Fremont Department of Utility Staff to issue a purchase order to Honeywell.

PASSED AND APPROVED THIS 13th DAY OF OCTOBER, 2020

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: City of Fremont Mayor and City Council

FROM: Utilities and Infrastructure Board
Jeff Shanahan, Power Plant Superintendent

DATE: October 13, 2020

SUBJECT: Quicklime Reagent Supply Agreement

Recommendation: 3-Year Quicklime Reagent Supply Agreement

BACKGROUND:

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

LDW staff requested quotes from lime suppliers for a 1-year or 3-year agreement for quicklime reagent supply for LDW unit #8. LDW received the following quotes:

	Pete Lien and Sons	Mississippi Lime
1 Year Agreement	\$203.14 / ton	\$221.45 / ton

3 Year Agreement	Pete Lien and Sons	Mississippi Lime
Year 1	\$201.05 / ton	\$221.13 / ton
Year 2	\$207.08 / ton	\$223.97 / ton
Year 3	\$213.29 / ton	\$230.51 / ton

Mississippi lime has been the quicklime supplier for unit #8 from 2015 to current, LDW staff reached out to other utilities in Nebraska to discuss references, LDW staff is satisfied with the references and recommends a 3-year agreement with Pete Lien and Sons.

Based on discussions with LDW staff at the September 29, 2020 UIB meeting. The Utilities and Infrastructure Board voted 5 to 0 to recommend the City of Fremont Mayor and City Council authorize the City of Fremont, Department of Utilities Staff to sign a 3-year quicklime reagent supply agreement purchase agreement and issue a purchase order to Pete Lien and Sons

FISCAL IMPACT: FY 2020/2021 estimated operating budget expenditure of ~\$200,000

RESOLUTION NO. 2020-198

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing a 3-year Quicklime Reagent Supply Agreement for LDW Unit 8.

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

WHEREAS, Based on discussions with LDW staff at the September 29, 2020 UIB meeting. The Utilities and Infrastructure Board voted 5 to 0 to recommend the City of Fremont Mayor and City Council authorize the City of Fremont, Department of Utilities Staff to sign a 3-year quicklime reagent supply purchase agreement and issue a purchase order to Pete Lien and Sons

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Utilities and Infrastructure Board and authorize the City of Fremont, Department of Utilities Staff to sign a 3-year quicklime reagent supply purchase agreement and issue a purchase order to Pete Lien and Sons.

PASSED AND APPROVED THIS 13th DAY OF OCTOBER, 2020

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: City of Fremont Mayor and City Council

FROM: Utilities and Infrastructure Board
Jeff Shanahan, LDW Power Plant Superintendent

DATE: October 13, 2020

SUBJECT: Lon D. Wright Power Plant U8 Exciter Control Software and Support Agreement with Emerson Process Management.

Recommendation: Request Authorization to Enter into a 3-year software and support agreement with Emerson Process Management for LDW Unit #8 Generator Excitation System.

BACKGROUND:

LDW currently operates U8 Generator with an Emerson Process Management Excitation System.

LDW Staff contacted Emerson Process Management to discuss a software and support agreement. The agreement submitted by Emerson includes software upgrades and phone support. By having this agreement, we maintain the control system with the latest software. In addition, we have troubleshooting support via the Emerson Process Management phone support network. Emerson Process Management is offering a single year or three-year agreement; the three-year agreement offers a 5% discount off of the single year pricing.

The pricing for a One Year and Three Year agreement are listed below:

One Year Agreement	Price
Year 1	\$17,075

Three Year Agreement	Price
Year 1	\$16,221
Year 2	\$16,870
Year 3	\$17,545

Based on discussions with LDW staff at the September 29, 2020 UIB meeting. The Utilities and Infrastructure Board voted 5 to 0 to recommend the City of Fremont Mayor and City Council authorize the City of Fremont, Department of Utilities Staff to sign a 3-year service agreement and authorize Fremont Department of Utility Staff to issue a purchase order to Emerson Process Management.

Note: Each year will be billed separately

FISCAL IMPACT:

2020-2021 FY \$16,221

RESOLUTION NO. 2020-199

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing a 3-year software and support agreement with Emerson Process Management for LDW Unit #8 Exciter.

WHEREAS, LDW currently operates U8 Generator with an Emerson Process Management Excitation System.

WHEREAS, LDW Staff contacted Emerson Process Management to discuss a software and support agreement. The agreement submitted by Emerson includes software upgrades and phone support. By having this agreement, we maintain the control system with the latest software. In addition, we have troubleshooting support via the Emerson Process Management phone support network. Emerson Process Management is offering a single year or three-year agreement; the three-year agreement offers a 5% discount off of the single year pricing.

WHEREAS, Based on discussions with LDW staff at the September 29, 2020 UIB meeting. The Utilities and Infrastructure Board voted 5 to 0 to recommend the City of Fremont Mayor and City Council authorize the City of Fremont, Department of Utilities Staff to sign a 3-year service agreement and authorize Fremont Department of Utility Staff to issue a purchase order to Emerson Process Management

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Utilities and Infrastructure Board and authorize the City of Fremont, Department of Utilities Staff to sign a 3-year service agreement and authorize Fremont Department of Utility Staff to issue a purchase order to Emerson Process Management.

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PASSED AND APPROVED THIS 13th DAY OF OCTOBER, 2020

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jennifer McDuffee, Human Resource Director
DATE: October 13, 2020
SUBJECT: Amendment No. 1 to City's Life Insurance Policy

Recommendation: Move to approve the amended life insurance policy from Lincoln National Life Insurance Company and authorize the City Administrator to sign the amended policy.

Background: The amendment corrects an error on the life insurance policy that stems from a review of our policy. Specifically, the Fraternal Order of Police (FOP) contract does not allow for age reductions in the life insurance the city provides for the FOP bargaining unit members, while all other labor contracts allow for age reductions. This amendment to the policy with Lincoln Financial fixes the error and removes the age reduction for the FOP only.

Fiscal Impact: None, the policy premiums will not change



Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

The Lincoln National Life Insurance Company

8801 Indian Hills Drive
Omaha, NE 68114-4066
Toll free (800) 423-2765
www.LFG.com

September 17, 2020

Jennifer McDuffee
City of Fremont
400 E Military Avenue
Fremont, NE 68025

Re:	Policy Number(s)	Coverage(s)	Amendment(s) Effective Date(s)
	000010255647	Life and AD	June 1, 2020
	Group I.D. CITYFRE		

Dear Jennifer McDuffee:

Enclosed you will find an Amendment and revised policy. As requested, we have updated class 2 to remove the age reductions, and we have added class 4 All Full-Time Police Employees Hired Prior to August 1, 1990. This class will also have no age reductions and the benefit is Two times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$140,000.

Revised certificates are located on The Lincoln National Life Insurance Company website, www.lincoln4benefits.com. A supply of printed certificates can be requested from Client Services at the telephone number or email address below.

Within 10-15 business days from the date of this letter, updates related to the employees affected by this change will be completed.

Premium adjustments will appear on your next billing statement.

It is very important that we receive a signed copy of the Amendment for our records. Please fax the signed copy to 877-573-6177. **If we do not hear from you within 30 days, payment of the required premium will be considered acceptance of the amendment as issued.**

If you have any questions, please feel free to contact your broker or Customer Service Professional at 800-423-2765, or via email at ClientServices@LFG.com. Thank you for giving The Lincoln National Life Insurance Company an opportunity to serve you.

Sincerely,

The Lincoln National Life Insurance Company

Enclosures

AMENDMENT NO. 1

TO BE ATTACHED TO AND MADE PART OF GROUP POLICY NO.: 000010255647

ISSUED TO: City of Fremont

It is agreed that the above policy be replaced with the attached Policy, which is revised and dated June 1, 2020.

The effective date of this amendment is June 1, 2020; but only with respect to losses incurred on or after that date. Nothing contained in this amendment shall change any of the terms and conditions of this Policy; except as stated above.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Officer of the Company

Accepted by the Group Policyholder this _____ day of _____ 20____

By _____ Title _____



The Lincoln National Life Insurance Company
 A Stock Company Home Office Location: Fort Wayne, Indiana
 Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066
 (800) 423-2765 Online: www.LincolnFinancial.com

Group Policyholder:

City of Fremont

In Consideration of the Group Policyholder's application for this Policy and payment of all premiums when due, The Lincoln National Life Insurance Company agrees to make the payments provided in this Policy to the persons entitled to them.

The first premium for this Policy is due on its effective date. Subsequent premiums are due on November 1, 2019, and on the same day of each month after that. Policy anniversaries will be each October 1st; unless shown otherwise on the Premium Rate Schedule inside.

The provisions and conditions set forth on the following pages are a part of this Policy, as fully as if recited over the signatures below.

The Lincoln National Life Insurance Company has executed this Policy at its Group Insurance Service Office in Omaha, Nebraska. The issue date of this Policy is October 1, 2019.

SECRETARY

PRESIDENT

GROUP INSURANCE POLICY
 No. 000010255647
 PROVIDING
 LIFE INSURANCE
 ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE
 DEPENDENT LIFE INSURANCE

This Policy contains an Accelerated Death Benefit provision. Receipt of an Accelerated Death Benefit will reduce benefits specified in this Policy. Accelerated Death Benefits may be taxable. As with all tax matters, the Insured Person should consult a professional tax advisor before applying for this benefit. Please read the Limitations section of the Accelerated Death Benefit included in this Policy.

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City of Fremont
000010255647
SCHEDULE OF INSURANCE

ELIGIBLE CLASSES

- Class 1 All Full-Time Employees Hired Prior to August 1, 1990
- Class 2 All Full-Time Police Employees Hired on or after August 1, 1990
- Class 3 All Other Full-Time Employees Hired on or after August 1, 1990
- Class 4 All Full-Time Police Employees Hired Prior to August 1, 1990

The amount of an Insured Person's insurance is determined from the following table. The initial amount of coverage is the amount which applies to an Insured Person's Class on the date his or her coverage takes effect. An Insured Person may become eligible for increases in the amount of insurance in accord with the table. Any such increase will take effect on the latest of:

- (1) the first day of the Insurance Month coinciding with or next following the date on which the Insured Person becomes eligible for the increase; if Actively at Work on that day;
- (2) the day the Insured Person resumes Active Work, if not Actively at Work on the day the increase would otherwise take effect; or
- (3) the day any required evidence of insurability is approved by the Company.

Any decrease will take effect on the day of the change; whether or not the Insured Person is Actively at Work.

The amount of an Insured Person's Life Insurance shall be reduced by the amount of any Life Insurance in effect as a result of exercising the rights under the Conversion Privilege section of this Policy.

The following chart applies to the Extension of Death Benefit provision when benefits end upon attainment of the Social Security Normal Retirement Age:

<u>Year of Birth</u>	<u>Normal Retirement Age</u>
1937 and prior	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 - 54	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
1960 and later	67

Note: Persons born on January 1 of any year should refer to the Normal Retirement Age for the previous year.

Under the Continuation of Coverage provision, the word "retire" or "retirement" means an Insured Person's attainment of the Social Security Normal Retirement Age. The use of the word "retire" or "retirement" elsewhere in this Policy means an Insured Person's retirement from employment with the Employer.

City of Fremont
000010255647
SCHEDULE OF INSURANCE

For
Class 1 - All Full-Time Employees Hired Prior to August 1, 1990

MINIMUM HOURS: 30 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)
Six months of continuous Active Work

CONTRIBUTIONS: Insured Persons are not required to make contributions for Personal Life & AD&D Insurance and Dependent Life Insurance.

Basic Annual Earnings means the Insured Person's annual base salary or annualized hourly pay from the Group Policyholder before taxes on the Determination Date. The "**Determination Date**" is the last day worked just prior to the loss.

It does **not** include commissions, bonuses, overtime pay, or any other extra compensation. It does **not** include income from a source other than the Group Policyholder. It will not exceed the amount shown in the Group Policyholder's financial records or the amount for which premium has been paid; whichever is less.

LIFE AND AD&D INSURANCE

	Benefit Amount
Personal Life Insurance	Two times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$140,000.
AD&D Insurance Principal Sum	Two times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$140,000.

Personal Life and AD&D Insurance will be reduced as follows:
- At age 65, benefits will reduce by 35% of the original amount;
- At age 70, benefits will reduce an additional 15% of the original amount.
Benefits will terminate when the Insured Person retires.

If the Insured Person first enrolls for Personal Life and AD&D Insurance at age 65 or older, the above age reductions will apply to:
- Any Guarantee Issue Amount available without evidence of insurability; and
- The maximum amount of insurance for which he or she is eligible.

City of Fremont
00010255647
SCHEDULE OF INSURANCE
For
Class 1
LIFE AND AD&D INSURANCE (CONTINUED)

DEPENDENTS INSURANCE

Dependent Life Insurance	Benefit Amount
Spouse	\$1,000
Dependent Child (age 14 days to 19 years, 23 years if a full-time student)	\$500

Spouse Life Insurance will terminate when the Insured Employee attains age 70

Dependents Life Insurance may not exceed 50% of the Insured Person's insured amount of Life Insurance.

City of Fremont
000010255647
SCHEDULE OF INSURANCE

For

Class 2 - All Full-Time Police Employees Hired on or after August 1, 1990

MINIMUM HOURS: 30 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)
As Determined by the Union Contract

CONTRIBUTIONS: Insured Persons are not required to make contributions for Personal Life & AD&D Insurance and Dependent Life Insurance.

Basic Annual Earnings means the Insured Person's annual base salary or annualized hourly pay from the Group Policyholder before taxes on the Determination Date. The "**Determination Date**" is the last day worked just prior to the loss.

It does **not** include commissions, bonuses, overtime pay, or any other extra compensation. It does **not** include income from a source other than the Group Policyholder. It will not exceed the amount shown in the Group Policyholder's financial records or the amount for which premium has been paid; whichever is less.

LIFE AND AD&D INSURANCE

Benefit Amount

Personal Life Insurance	One times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$140,000.
-------------------------	---

AD&D Insurance Principal Sum	One times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$140,000.
------------------------------	---

Personal Life and AD&D Insurance will terminate when the Insured Person retires.

City of Fremont
000010255647
SCHEDULE OF INSURANCE
For
Class 2
LIFE AND AD&D INSURANCE (CONTINUED)

DEPENDENTS INSURANCE

Dependent Life Insurance	Benefit Amount
Spouse	\$1,000
Dependent Child (age 14 days to 19 years, 23 years if a full-time student)	\$500

Spouse Life Insurance will terminate when the Insured Employee attains age 70

Dependents Life Insurance may not exceed 50% of the Insured Person's insured amount of Life Insurance.

City of Fremont
000010255647
SCHEDULE OF INSURANCE

For

Class 3 - All Other Full-Time Employees Hired on or after August 1, 1990

MINIMUM HOURS: 30 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)
Six months of continuous Active Work

CONTRIBUTIONS: Insured Persons are not required to make contributions for Personal Life & AD&D Insurance and Dependent Life Insurance.

Basic Annual Earnings means the Insured Person's annual base salary or annualized hourly pay from the Group Policyholder before taxes on the Determination Date. The "**Determination Date**" is the last day worked just prior to the loss.

It does **not** include commissions, bonuses, overtime pay, or any other extra compensation. It does **not** include income from a source other than the Group Policyholder. It will not exceed the amount shown in the Group Policyholder's financial records or the amount for which premium has been paid; whichever is less.

LIFE AND AD&D INSURANCE

Benefit Amount

Personal Life Insurance	One times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$140,000.
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AD&D Insurance Principal Sum	One times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$140,000.
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Personal Life and AD&D Insurance will be reduced as follows:

- At age 65, benefits will reduce by 35% of the original amount;
- At age 70, benefits will reduce an additional 15% of the original amount.

Benefits will terminate when the Insured Person retires.

If the Insured Person first enrolls for Personal Life and AD&D Insurance at age 65 or older, the above age reductions will apply to:

- Any Guarantee Issue Amount available without evidence of insurability; and
- The maximum amount of insurance for which he or she is eligible.

City of Fremont
000010255647
SCHEDULE OF INSURANCE
For
Class 3
LIFE AND AD&D INSURANCE (CONTINUED)

DEPENDENTS INSURANCE

Dependent Life Insurance	Benefit Amount
Spouse	\$1,000
Dependent Child (age 14 days to 19 years, 23 years if a full-time student)	\$500

Spouse Life Insurance will terminate when the Insured Employee attains age 70

Dependents Life Insurance may not exceed 50% of the Insured Person's insured amount of Life Insurance.

City of Fremont
000010255647
SCHEDULE OF INSURANCE

For

Class 4 - All Full-Time Police Employees Hired Prior to August 1, 1990

MINIMUM HOURS: 30 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)
Six months of continuous Active Work

CONTRIBUTIONS: Insured Persons are not required to make contributions for Personal Life & AD&D Insurance and Dependent Life Insurance.

Basic Annual Earnings means the Insured Person's annual base salary or annualized hourly pay from the Group Policyholder before taxes on the Determination Date. The "**Determination Date**" is the last day worked just prior to the loss.

It does **not** include commissions, bonuses, overtime pay, or any other extra compensation. It does **not** include income from a source other than the Group Policyholder. It will not exceed the amount shown in the Group Policyholder's financial records or the amount for which premium has been paid; whichever is less.

LIFE AND AD&D INSURANCE

Benefit Amount

Personal Life Insurance	Two times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$140,000.
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AD&D Insurance Principal Sum	Two times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$140,000.
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Personal Life and AD&D Insurance will terminate when the Insured Person retires.

City of Fremont
000010255647
SCHEDULE OF INSURANCE
For
Class 4
LIFE AND AD&D INSURANCE (CONTINUED)

DEPENDENTS INSURANCE

Dependent Life Insurance	Benefit Amount
Spouse	\$1,000
Dependent Child (age 14 days to 19 years, 23 years if a full-time student)	\$500

Spouse Life Insurance will terminate when the Insured Employee attains age 70

Dependents Life Insurance may not exceed 50% of the Insured Person's insured amount of Life Insurance.

DEFINITIONS

ACTIVE WORK or **ACTIVELY AT WORK** means an employee's full-time performance of all customary duties of his or her occupation at:

- (1) the GROUP POLICYHOLDER'S place of business; or
- (2) any other business location where the employee is required to travel.

Unless disabled on the prior workday or on the day of absence, an employee will be considered Actively at Work on the following days:

- (1) a Saturday, Sunday or holiday which is not a scheduled workday;
- (2) a paid vacation day, or other scheduled or unscheduled non-workday; or
- (3) an excused or emergency leave of absence (except a medical leave).

COMPANY means The Lincoln National Life Insurance Company, an Indiana corporation, whose Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska 68114-4066.

DAY OR DATE means at 12:01 A.M., Standard Time, at the GROUP POLICYHOLDER'S place of business; when used with regard to eligibility dates and effective dates. It means 12:00 midnight, Standard Time, at the same place; when used with regard to termination dates.

FULL-TIME EMPLOYEE means an employee of the GROUP POLICYHOLDER:

- (1) whose employment with the GROUP POLICYHOLDER is the employee's principal occupation;
- (2) who is not a temporary or seasonal employee; and
- (3) who is regularly scheduled to work at such occupation at least the Minimum Hours shown in the Schedule of Insurance.

GROUP POLICYHOLDER means the person, partnership, corporation, or trust as shown on the Title Page of this Policy.

INSURANCE MONTH means that period of time:

- (1) beginning at 12:01 A.M. Standard Time, at the GROUP POLICYHOLDER'S place of business on the first day of any calendar month; and
- (2) ending at 12:00 midnight on the last day of the same calendar month.

INSURED PERSON means a PERSON for whom the coverages provided by this Policy are in effect.

PERSON means a FULL-TIME EMPLOYEE of the GROUP POLICYHOLDER:

- (1) who is a member of an employee class which is eligible for coverage under this Policy; and
- (2) who has completed an enrollment form.

PERSONAL INSURANCE means the insurance provided by this Policy on Insured Persons.

PHYSICIAN means a licensed practitioner of the healing arts other than the Insured Person or a relative of the Insured Person.

POLICY means this Group Insurance Policy issued by the Company to the Group Policyholder.

GENERAL PROVISIONS

ENTIRE CONTRACT. The entire contract between the parties consists of:

- (1) this Policy and the Group Policyholder's application (a copy is attached); and
- (2) the Insured Persons' enrollment cards, if any.

All statements made by the Group Policyholder and by Insured Persons are representations and not warranties. No statement made by an Insured Person will be used to contest the coverage provided by this Policy; unless:

- (1) it is contained in a written statement signed by that Insured Person; and
- (2) a copy of the statement is furnished to the Insured Person or Beneficiary.

Only an Officer of the Company may change this Policy or extend the time for payment of any premium. No change will be valid unless made in writing and signed by an Officer of the Company. Any change so made will be binding on all persons referred to in this Policy.

INCONTESTABILITY. Except for the non-payment of premiums, the Company may not contest the validity of this Policy as to any Insured Person after it has been in force for two years during his or her lifetime. This clause will not affect the Company's right to contest claims made for disability, accidental death, or accidental dismemberment benefits.

NONPARTICIPATION. This Policy will not be entitled to share in the surplus earnings of the Company.

BASIS OF RESERVE. The reserve for this Policy will not be less than the reserve computed using:

- (1) the 2001 CSO Mortality Table; and
- (2) interest at not less than three percent per annum.

INFORMATION TO BE FURNISHED. The Group Policyholder may be required to furnish any information needed to administer this Policy, including:

- (1) information about persons:
 - (a) who become eligible for insurance;
 - (b) whose amounts of insurance change; or
 - (c) whose eligibility or insurance ends;
- (2) occupational information and other facts that may be needed to manage a claim; and
- (3) any other information that the Company may reasonably require.

The Company may inspect the Group Policyholder's records that relate to this Policy, at any reasonable time.

Clerical error by the Group Policyholder or any Participating Employer:

- (1) will not void or terminate insurance that otherwise would be in effect;
- (2) will not result in insurance coverage that otherwise would not be in effect; and
- (3) will not continue insurance that otherwise would be terminated.

Once an error is discovered, a fair adjustment in premium will be made. If a premium adjustment involves the return of unearned premium, the amount of the return will be limited to the 12-month period that precedes the date the Company receives proof such an adjustment should be made.

MISSTATEMENT OF AGE. If an Insured Person's age has been misstated, premiums will be subject to an equitable adjustment. If the amount of benefit depends upon age; then the benefit will be that which would have been payable, based upon the person's correct age.

CERTIFICATES. The Group Policyholder will be furnished with individual Certificates for delivery to each Insured Person. These certificates summarize the benefits provided by this Policy. If there is a conflict between the Policy and the Certificate, the Policy will control.

CONFORMITY WITH STATE AND FEDERAL LAW. Any provision of this Policy which, on its effective date, is in conflict with the law of the federal government or the state in which the insured resides on such date is hereby amended to conform to the minimum requirements of such law.

GENERAL PROVISIONS
(Continued)

WORKER'S COMPENSATION. This Policy is not to be construed to provide benefits required by Worker's Compensation laws.

ELIGIBILITY AND EFFECTIVE DATES FOR PERSONAL INSURANCE

ELIGIBILITY. A Person becomes eligible for the coverage provided by this Policy on the later of:

- (1) the Policy's date of issue; or
- (2) the date the Waiting Period is completed.

WAITING PERIOD. (See Schedule of Insurance).

EFFECTIVE DATE. Personal Insurance becomes effective on the latest of:

- (1) (a) For Classes 1, 3 and 4, the next day following the date the Person becomes eligible for the coverage; or
- (b) For Class 2, the next day following the date the Person completes his or her probationary period;;
the date the Person resumes Active Work, if not Actively at Work on the day he or she becomes eligible;
- (3) the date the Person makes written application for Personal Insurance; and signs:
 - (a) a payroll deduction order, if Insured Persons pay any part of the Policy premium; or
 - (b) an order to pay premiums from the Person's Section 125 Plan account, if Employer contributions are made through a Section 125 Plan; or
- (4) the date the Company approves the Person's coverage, if evidence of insurability is required.

EVIDENCE OF INSURABILITY. Evidence of insurability satisfactory to the Company must be submitted when:

- (1) a Person makes written application for Personal Insurance more than 31 days after becoming eligible for the coverage; or
- (2) a Person makes written application for Personal Insurance after he or she has requested:
 - (a) to cancel Personal Insurance;
 - (b) to stop payroll deductions for the coverage; or
 - (c) to stop premium payments from the Section 125 Plan account.

EXCEPTIONS. If an Insured Person's coverage terminates due to an approved leave of absence or military leave, the Company will waive any Waiting Period or evidence of insurability requirement upon his or her return; provided:

- (1) the Person returns within six months after the leave begins;
- (2) the Person applies or is enrolled within 31 days after resuming Active Work; and
- (3) the reinstated amount of insurance does not exceed the amount which terminated.

For Classes 1, 2, 3 and 4, If an Insured Person's coverage terminates due to a lay-off, the Company will waive any Waiting Period or evidence of insurability requirement upon his or her return; provided:

- (1) the Person returns within 12 months after the date the lay-off begins;
- (2) the Person applies or is reenrolled within 31 days after resuming Active Work; and
- (3) the reinstated amount of insurance does not exceed the amount which terminated.

Reinstatement will take effect on the date the Insured Person returns to Active Work.

For Classes 1, 2, 3 and 4, If an Insured Person's coverage terminates because his or her employment ends, the Company will waive any Waiting Period or evidence of insurability requirement upon his or her return; provided:

- (1) the Person is rehired within 12 months after employment terminated;
- (2) the Person applies or is reenrolled within 31 days after resuming Active Work; and
- (3) the reinstated amount of insurance does not exceed the amount which terminated.

Reinstatement will take effect on the date the Insured Person returns to Active Work.

INDIVIDUAL TERMINATIONS

An Insured Person's coverage will terminate on the earliest of:

- (1) the date this Policy terminates;
- (2) the last day of the Insurance Month in which the Insured Person requests termination;
- (3) the last day of the last Insurance Month for which premium payment is made on the Insured Person's behalf;
- (4) the date the Insured Person ceases to be in a class of employees which is eligible for coverage under this Policy;
- (5) with respect to any particular insurance benefit, the date the portion of the Policy providing that benefit terminates;
- (6) the date the Insured Person's employment with the Group Policyholder terminates; or
- (7) the date the Insured Person enters the armed services of any state or country on active duty; except for duty of 30 days or less for training in the Reserves or National Guard. (If the Insured Person sends proof of military service, the Company will refund any unearned premium.)

Ceasing Active Work results in termination of insurance; but coverage may be continued as follows:

- (1) If the Insured Person is disabled due to illness or injury, then coverage may be continued until the earliest of:
 - (a) 12 Insurance Months after the disability begins;
 - (b) the date the Person is no longer disabled; or
 - (c) for Life Insurance; the date the Insured Person qualifies for any Extension of Death Benefit under this Policy;provided premium payments are made on his or her behalf.
- (2) If the Insured Person ceases work due to a temporary lay off, an approved leave of absence, or a military leave; then coverage may be continued:
 - (a) for three Insurance Months after the lay off or leave begins;
 - (b) provided premium payments are made on his or her behalf.

CONTINUATION OF COVERAGE

This section applies to any Basic Personal Life Insurance and Accidental Death and Dismemberment Insurance provided by this Policy. Such insurance may be continued for up to 36 months, by paying the required premiums, when:

- (1) an Insured Person's employment with the Employer ends for a reason other than sickness or injury or retirement; and
- (2) the insurance has been in force for at least 12 months in a row just prior to the date employment ends.

Continuation of insurance under this provision will follow any state required continuation or other continuation allowed under the Ceasing Active Work section of this Policy.

To continue insurance, written application and the first premium payment must be made to the Company, within 31 days of the date insurance would otherwise end.

The Continuation of Coverage is not available when Policy coverage terminates solely because:

- (1) an Insured Person's Employer ceases to be a Participating Employer; or
- (2) this Policy terminates.

For life insurance that terminates under this Policy due to an Insured Person's termination of membership in an eligible class; see the Conversion Privilege section of this Policy.

AMOUNT OF COVERAGE. The amount of continued insurance may not exceed the amount in force when employment ends. During the continuation period the amount of insurance may not be increased. Continued insurance will be subject to any reduction on account of age, as shown in the Schedule of Insurance.

The Insured Person may decrease the amount of continued insurance at any time, by completing a request form supplied by the Company. The decrease will take effect on the first day of the Insurance Month after the Company receives the request.

PAYMENT OF PREMIUM. Timely payment of premium must be made directly to the Company, throughout the period of continued insurance. Premiums will be based on attained age as shown in the premium information provided with the application. A direct billing fee will be added to the premium based on the frequency chosen. The premium frequency may be changed by sending the Company advance written request on forms supplied by the Company. Such request may be sent at any time while continued insurance is in force, except during a Grace Period.

TERMINATION OF COVERAGE. Continued insurance will end on the earliest of:

- (1) the date this Policy terminates;
- (2) the last day of the Insurance Month in which termination is requested;
- (3) the last day of the Insurance Month for which premium is paid;
- (4) the date the Insured Person dies;
- (5) the date insurance would otherwise end had the Insured Person remained an Active Employee;
- (6) the date insurance under this provision has been continued for 36 months; or
- (7) the date the Insured Person enters the armed forces of any state or country on active duty; except for duty of 30 days or less for training in the Reserves or National Guard. (If the Insured Person sends proof of military service, the Company will refund any unearned premium.)

When continued insurance ends, the Insured Person may be entitled to purchase an individual life policy, in accord with the Conversion Privilege section of this Policy.

PREMIUMS AND PREMIUM RATES

PAYMENT OF PREMIUMS. No coverage provided by this Policy will be in effect until the first premium for such coverage is paid. For coverage to remain in effect, each subsequent premium must be paid on or before its due date. The Group Policyholder is responsible for paying all premiums as they become due. Premiums are payable on or before their due dates at the Company's Group Insurance Service Office. The premium must be paid in U.S. dollars.

PREMIUM RATE CHANGE. The Company may change any premium rate on any of the following dates:

- (1) the date this Policy's terms are changed;
- (2) the date the Company's liability is changed due to a change in federal, state or local law;
- (3) the date the Group Policyholder (or any covered division, subsidiary or affiliated company) relocates, dissolves or merges, or is added to or removed from this Policy;
- (4) the date any coverage for one or more classes ceases to be provided under this Policy;
- (5) the date the number of Insured Persons changes by 25% or more from the enrollment on the date this Policy took effect, or the most recent Rate Guarantee Date expired, if later; or
- (6) on any premium due date on or after this Policy's first anniversary, or any later rate guarantee date agreed upon by the Company.

Unless the Company and the Group Policyholder agree otherwise, the Company will give at least 31 days' advance written notice of any increase in premium rates.

PREMIUM AMOUNT. The amount of premium due on each due date will be the sum of the products obtained by multiplying each rate shown in the Premium Rate Schedule by the amount of insurance to which the rate applies.

Premium adjustments will not be pro-rated daily. Instead, premium will be adjusted as follows.

- (1) When an Insured Person's insurance or increase takes effect, premium will be charged from the monthly due date coinciding with or next following that change.
- (2) When all or part of an Insured Person's insurance terminates, the applicable premium will cease on the monthly due date coinciding with or next following that termination.
- (3) When premiums are paid other than monthly, increases or decreases will result in adjustment from the premium due date coinciding with or next following that change.

The above manner of charging premium is for accounting purposes only. It will not extend coverage beyond a date it would have otherwise terminated. Each premium payment will include any adjustments in past premiums, which are needed due to changes that have not yet been taken into account. If a premium adjustment involves a return of unearned premium, the refund will be limited to the prior 12-month period.

PREMIUM RATE SCHEDULE

Monthly Group Life Rate	\$.18 per \$1,000 of insurance
Monthly AD&D Rate	\$.028 per \$1,000 of insurance
Monthly Dependent Life Rate	\$.18 per Family Unit

The above rate or rates are guaranteed until October 1, 2021; unless an exception listed in the Premium Rate Change section applies.

After that, any premium rate change will be as shown in the renewal letter. The Company will send the Group Policyholder a renewal letter prior to each Policy Anniversary.

GRACE PERIOD

A grace period of 60 days from the due date will be allowed for the payment of each premium after the first. This Policy will remain in effect during the grace period; unless the Group Policyholder gives the Company advance written notice of termination. The Group Policyholder will remain liable for payment of a pro rata premium for the time this Policy remained in force during the grace period.

POLICY TERMINATION

TERMINATION BY THE COMPANY. To terminate this Policy, the Company must give the Group Policyholder at least 31 days' advance written notice of its intent to do so. The Company may terminate this Policy coverage on the due date of any premium; if:

- (1) the total number of Insured Persons is less than ten;
- (2) all of the premium is paid by the Group Policyholder and less than 100% of those eligible for coverage are insured;
- (3) part of the premium is paid by Insured Persons and less than 75% of those eligible for coverage are insured;
- (4) the Group Policyholder, without good cause, fails to:
 - (a) promptly furnish any information the Company reasonably requires; or
 - (b) perform its duties pertaining to this Policy in good faith;
- (5) the Company terminates all other policies where permitted by their terms, which provide life insurance in the same state in which this Policy was issued; or
- (6) state law otherwise requires this Policy to be terminated.

TERMINATION BY GROUP POLICYHOLDER. The Group Policyholder may terminate this Policy at any time, by giving the Company advance written notice. Coverage will then terminate:

- (1) on the date the Company receives the notice; or
- (2) any later date the Group Policyholder and the Company have agreed upon.

The Group Policyholder remains responsible for the payment of premiums to the date of termination.

AUTOMATIC TERMINATION. If any premium remains unpaid at the end of the Grace Period; then this Policy will automatically terminate, without any action on the Company's part, on the last day of the Grace Period. The Group Policyholder remains responsible for the payment of premiums to the date of termination.

EFFECT ON INCURRED CLAIMS. Termination of this Policy will not affect benefits otherwise payable for a claim incurred while this Policy is in force.

BENEFICIARY

PAYMENTS TO BENEFICIARY. At an Insured Person's death, the amount of his or her Personal Life Insurance will be paid to the surviving Beneficiary. If the Insured Person has not named a Beneficiary, or if no named Beneficiary survives the Insured Person; then payment will be made to that Insured Person's:

- (1) surviving spouse; or, if none
- (2) surviving child or children in equal shares; or, if none
- (3) surviving parent or parents in equal shares; or, if none
- (4) surviving brothers and sisters in equal shares; or, if none
- (5) estate, or in accord with the Facility of Payment section of this Policy.

The amount payable to anyone shown above will be reduced by any amount paid in accord with the Facility of Payment section.

In determining who is to receive payment, the Company may rely upon an affidavit by a member of the class of relatives to receive payment. The Company will make payment based upon the affidavit it has; unless it receives notice of a valid claim by some other person, at its Group Insurance Service Office, before paying the proceeds. Such payment will release the Company from any further obligation for the Insured Person's life insurance benefit.

If an Insured Person's named Beneficiary dies:

- (1) within 15 days of the Insured Person's death; and
- (2) before the Company receives satisfactory proof of the Insured Person's death;

then payment will be made as if the Insured Person had survived that Beneficiary; unless other provisions have been made.

NAMING THE BENEFICIARY. An Insured Person's Beneficiary will be as shown on his or her enrollment card, unless changed. This Policy may replace a group policy providing similar coverages. In that event, the Beneficiary which the Insured Person named under the prior policy will be the Beneficiary under this Policy, until changed.

CHANGING THE BENEFICIARY. Only the Insured Person, or his or her assignee, may change the Beneficiary. A new Beneficiary may be named by filing a written notice of the change with the Company at its Group Insurance Service Office. The change will be effective as of the date it was signed; subject to any action the Company takes before receiving notice of the change.

When applying for a conversion policy under the Conversion Privilege Section, an Insured Person must name a Beneficiary. The Beneficiary named for the conversion policy may be someone other than the person named under this Policy. In that event, the application for the conversion policy will be treated as a written notice of change of Beneficiary.

ASSIGNMENTS

Personal Life Insurance and Accidental Death Insurance may be assigned. The assignments allowed under this Policy are absolute assignments and funeral assignments as described below.

No assignment will be binding on the Company unless and until:

- (1) it is made on a form furnished by the Company;
- (2) the original is completed and filed with the Company at its Group Insurance Service Office;
and
- (3) it is approved by the Company.

The Company and the Group Policyholder do not assume responsibility for the validity or effect of an assignment.

ABSOLUTE ASSIGNMENTS. An Insured Person may make an irrevocable assignment of his or her Personal Life Insurance and Accidental Death Insurance as a gift (with no consideration), providing he or she has the legal capacity and the mental capacity to do so. It may be made to a trust or to one or more of the Insured Person's relatives, their estates, or to a trustee of a trust under which one of the relatives is a beneficiary.

The term "relatives" includes, but is not limited to, an Insured Person's spouse, parents, grandparents, aunts, uncles, siblings, children, adopted children, stepchildren, and grandchildren.

In some states, community property is an established form of ownership that must be considered in making an assignment. If an Insured Person makes an absolute assignment to two or more assignees, such assignees will be joint owners with the right of survivorship between them. An Insured Person should consult with his or her own legal advisor before making an assignment.

Once the assignment has been recorded by the Company, the Insured Person can no longer change the beneficiary and cannot apply for conversion. Only the assignee can change the beneficiary designation if the previous designation is revocable. An assignment will have no effect on a prior irrevocable beneficiary designation. Only the assignee can apply for conversion but only when the Conversion Privilege provision would have been available to the Insured Person in the absence of the assignment under this Policy.

An absolute assignment cannot be used as a collateral assignment.

FUNERAL ASSIGNMENTS. Upon an Insured Person's death, the beneficiary may assign the Personal Life Insurance benefit and Accidental Death Insurance benefit to a funeral home for payment of burial expenses. After payment has been made for the burial expenses to the assigned funeral home, the remaining death benefit is then paid in accord with the Beneficiary and Settlement Options sections of this Policy.

FACILITY OF PAYMENT

Policy benefits may become payable to an Insured Person's estate, to a minor, or to a person who the Company does not consider competent to give a valid release. In that event, the Company has the option to pay one or more of the following:

- (1) a person who has assumed the care and support of the Insured Person or Beneficiary;
- (2) a person who has incurred expense as a result of the Insured Person's last illness or death;
- (3) the personal representative of the Insured Person's estate; or
- (4) any person related by blood or marriage to the Insured Person.

No payment made under this section may exceed \$2,000. Any payment made in good faith under this section will fully discharge the Company to the extent of the payment. Any remaining amount of benefit will be paid as shown in the Beneficiary section.

DEATH BENEFIT

AMOUNT PAYABLE ON DEATH. Upon receipt of satisfactory proof of an Insured Person's death, the Company will pay a death benefit equal to the amount of Personal Life Insurance in effect on the date of death. This amount is shown in the Schedule of Insurance. The benefit will be paid as shown in the Beneficiary, Facility of Payment, and Settlement Options sections.

SETTLEMENT OPTIONS

INSTALLMENTS. All or part of the death benefit may be received in installments, by making written election to the Company.

ELECTION. While living, an Insured Person may direct the Company to pay the death benefit in installments. If no such direction is in effect at the time of the Insured Person's death, the Beneficiary may make such an election.

CONDITIONS. Any election, whether by an Insured Person or a Beneficiary, must comply with the Company's practices at the time it is made. The amount applied under a settlement option must be at least \$2,000. It must be sufficient to provide a payment of at least \$20 per month.

EXTENSION OF DEATH BENEFIT

BENEFIT. Life insurance will be continued, **without payment of premiums**, for an Insured Person who:

- (1) becomes Totally Disabled while insured under this policy and before reaching age 60;
- (2) remains Totally Disabled for at least 6 months in a row; and
- (3) submits satisfactory proof within the 7th through the 12th months of disability; or:
 - (a) as soon as reasonably possible after that; but
 - (b) not later than the 24th month of disability, unless he or she was legally incapacitated.

PREMIUM PAYMENT. Premium payments must continue until:

- (1) the day the Insured Person is approved for this Extension of Death Benefit; or
- (2) the day this Policy terminates (whichever occurs first).

Upon receipt of satisfactory proof, the Company will refund up to 12 months' premium paid for the Insured Person's life insurance, from the 1st day of Total Disability.

DEFINITION. For this benefit, Total Disability or Totally Disabled means an Insured Person:

- (1) is unable, due to sickness or injury, to engage in any employment or occupation for which such Insured Person is or becomes qualified by reason of education, training, or experience; and
- (2) is not engaging in any gainful employment or occupation.

AMOUNT CONTINUED. The life insurance continued by this section:

- (1) will be the amount of Personal Life Insurance and any Dependent Life Insurance in effect on the day the Insured Person's Total Disability begins; and
- (2) will be subject to the reductions and terminations in effect under this Policy on that day.

If the Insured Person receives an Accelerated Death Benefit, the amount will be reduced in accord with that provision. Any Accidental Death and Dismemberment Benefit will not be continued.

ADDITIONAL PROOF. At any time during this continuation, the Company may require the Insured Person:

- (1) to submit further proof of his or her continued Total Disability; and
- (2) to be examined by a Physician of the Company's choice, as often as reasonably necessary.

After the first two years of Total Disability, the Company will not request proof or an exam more than once a year. Proof will be at the Insured Person's expense; unless the Company requests an exam by a Physician of its choice.

When an Insured Person dies after submitting proof, further proof must be submitted to the Company showing that he or she remained continuously and Totally Disabled until death. When an Insured Person dies within 12 months after Total Disability begins, but before submitting proof; then his or her death benefit will still be paid under the terms of this Policy. But the Company must first receive satisfactory proof of his or her continuous Total Disability, from the last day of Active Work until the date of death.

TERMINATION. Any life insurance extended under this section will terminate automatically on:

- (1) the day the Insured Person ceases to be Totally Disabled;
- (2) the day the Insured Person fails to take a required medical examination;
- (3) the 60th day after the Company mails a request for additional proof, if it is not given;
- (4) the effective date of the Insured Person's individual conversion policy, with respect to any amount of life insurance converted in accord with the Conversion Privilege section; or
- (5) the day the Insured Person reaches Social Security Normal Retirement Age (SSNRA), as shown in the Schedule of Insurance (whichever occurs first).

RIGHTS AFTER TERMINATION. If Total Disability ends, and the Insured Person **does not return** to a class eligible for Policy coverage; then he or she may exercise the Conversion Privilege. If Total Disability ends, and the Insured Person **does return** to an eligible class; then his or her Policy coverage will resume when premium payments are resumed, and any conversion policy is surrendered as provided below.

**EXTENSION OF DEATH BENEFIT
(Continued)**

CONVERSION POLICIES. If the Insured Person has exercised the Conversion Privilege, and the benefits payable under this Policy and the conversion policy combined would exceed:

- (1) the Insured Person's original amount of Policy coverage prior to the conversion; or
- (2) any greater amount for which he or she later becomes insured under this Policy;

then benefits will be payable under the terms of this Policy. But the conversion policy must first be surrendered to the Company; and no claim may be made under the conversion policy, except for refund of premium less any dividends and policy loans.

ACCELERATED DEATH BENEFIT

BENEFIT. The Accelerated Death Benefit is an advance payment of part of the Insured Person's Personal Life Insurance. It may be paid to the Insured Person, in a lump sum, once during the Insured Person's lifetime.

To qualify, a Terminal Insured Person must:

- (1) have satisfied the Active Work requirement under this Policy;
- (2) have been insured under this Policy for at least 12 months; and
- (3) have at least \$2,000 of Personal Life Insurance under this Policy on the day before the Accelerated Death Benefit is paid.

Receiving the Accelerated Death Benefit will reduce the Remaining Life Insurance and the Death Benefit payable at death, as shown on the next page.

"Claimant," as used in this section, means the Terminal Insured Person for whom the Accelerated Death Benefit is requested.

"Terminal" means the Insured Person has a medical condition which is expected to result in death within 12 months, despite appropriate medical treatment.

APPLYING FOR THE BENEFIT. To withdraw the Accelerated Death Benefit, the Insured Person (or his or her legal representative) must send the Company:

- (1) written election of the Accelerated Death Benefit, on forms supplied by the Company; and
- (2) satisfactory proof that the Claimant is Terminal, including a Physician's written statement.

The Company reserves the right to decide whether such proof is satisfactory.

Before paying an Accelerated Death Benefit, the Company must also receive the written consent of any irrevocable beneficiary, assignee or bankruptcy court with an interest in the benefit. (See Limitations 3, 4 and 5.)

NOTE: THIS IS NOT A LONG-TERM CARE POLICY. RECEIVING THIS ACCELERATED DEATH BENEFIT WILL REDUCE THE BENEFIT PAYABLE AT DEATH. ANY AMOUNT WITHDRAWN MAY BE TAXABLE INCOME, SO THE INSURED PERSON SHOULD CONSULT A TAX ADVISOR BEFORE APPLYING FOR THIS BENEFIT.

AMOUNT OF THE BENEFIT. The Insured Person may elect to withdraw an Accelerated Death Benefit in any \$1,000 increment; subject to:

- (1) a minimum of \$1,000 or 10% of the Claimant's amount of Life Insurance (whichever is greater); and
- (2) a maximum of \$250,000 or 75% of the Claimant's amount of Life Insurance (whichever is less).

To determine the Accelerated Death Benefit, the Company will use the lesser of A or B below:

- A. the Claimant's amount of Life Insurance which is in force on the day before the Accelerated Death Benefit is paid; or
- B. the Claimant's amount of Life Insurance which would be in force 12 months after that date; if the coverage is scheduled to reduce, due to age, within 12 months after the Accelerated Death Benefit is paid.

ADMINISTRATIVE CHARGE: NONE

WITHDRAWAL FEE: NONE

ACCELERATED DEATH BENEFIT
(Continued)

EFFECT ON AMOUNT OF LIFE INSURANCE. "Remaining Life Insurance" means the amount of Life Insurance which remains in force on the Claimant's life after an Accelerated Death Benefit is paid. The Remaining Life Insurance will equal:

- (1) the Claimant's amount of Life Insurance which was used to determine the Accelerated Death Benefit (A or B above); minus
- (2) any percentage by which the Claimant's coverage is scheduled to reduce, due to age; if the reduction occurs more than 12 months after the Accelerated Death Benefit is paid, and while he or she is still living; minus
- (3) the amount of the Accelerated Death Benefit withdrawn.

PREMIUM: There is no additional charge for this benefit. Continuation of the Remaining Life Insurance will be subject to timely payment of the premium for the reduced amount; unless the Insured Person qualifies for waiver of premium under this Policy's Extension of Death Benefit provision, if included.

CONDITIONS. If the Claimant exercises the Conversion Privilege after an Accelerated Death Benefit is paid, the amount of the conversion policy will not exceed the amount of his or her Remaining Life Insurance. If the Claimant has Accidental Death and Dismemberment benefits under this Policy, the Principal Sum will not be affected by the payment of an Accelerated Death Benefit.

EFFECT ON DEATH BENEFIT. When the Claimant dies after an Accelerated Death Benefit is paid, the amount of Remaining Life Insurance in force on the date of death will be paid as a Death Benefit. The Insured Person's Death Benefit will be paid in accord with the Beneficiary section of this Policy. If the Claimant dies after application for an Accelerated Death Benefit has been made, but before the Company has made payment; then the request will be void and no Accelerated Death Benefit will be paid. The amount of Life Insurance in force on the date of death will be paid in accord with Policy provisions.

EFFECT ON TAXES AND GOVERNMENT BENEFITS. Any Accelerated Death Benefit amount withdrawn may be taxable income to the Insured Person. Receipt of the Accelerated Death Benefit may also affect the Claimant's eligibility for Medicaid, Supplemental Security Income and other government benefits. The Claimant should consult his or her own tax and legal advisor before applying for an Accelerated Death Benefit. The Company is not responsible for any tax owed or government benefit denied, as a result of the Accelerated Death Benefit payment.

LIMITATIONS. No Accelerated Death Benefit will be paid:

- (1) if any required premium is due and unpaid;
- (2) on any conversion policy purchased in accord with the Conversion Privilege;
- (3) without the written approval of the bankruptcy court, if the Insured Person has filed for bankruptcy;
- (4) without the written consent of the beneficiary, if the Insured Person has named an irrevocable beneficiary;
- (5) without the written consent of the assignee, if the Insured Person has assigned his or her rights under this Policy;
- (6) if any part of the Life Insurance must be paid to the Insured Person's child, spouse or former spouse; pursuant to a legal separation agreement, divorce decree, child support order or other court order;
- (7) if the Claimant is Terminal due to a suicide attempt, while sane or insane; or due to an intentionally self-inflicted injury;
- (8) if a government agency requires the Insured Person or the Claimant to use the Accelerated Death Benefit to apply for, receive or continue a government benefit or entitlement; or
- (9) if an Accelerated Death Benefit has been previously paid for the Claimant under this Policy.

CONVERSION PRIVILEGE - CONVERSION BENEFITS

GENERAL BENEFIT. An individual life policy, known as a conversion policy, may be purchased from the Company without evidence of insurability if all or part of anyone's life insurance, provided by this Policy, terminates for any reason except:

- (1) termination or amendment of the Policy; or
- (2) the Insured Person's request for:
 - (a) termination of insurance; or
 - (b) cancellation of payroll deduction.

To purchase a conversion policy, application and payment of the first premium must be made within 31 days after the life insurance is terminated.

Any policy issued under the General Conversion Benefit will:

- (1) be for an amount not to exceed the amount of the life insurance which was terminated;
- (2) be on any form (except term) then issued by the Company at the age and amount for which application is made;
- (3) be issued at the Insured Person's age at nearest birthday;
- (4) be issued without disability or other supplemental benefits; and
- (5) require premiums based on the class of risk to which the person then belongs.

CONVERSION BENEFIT-POLICY TERMINATION OR AMENDMENT. A conversion policy also may be purchased from the Company if:

- (1) all or a part of anyone's insurance terminates due to amendment or termination of this Policy; and
- (2) that person has been covered continuously under this Policy for at least five years.

Any conversion policy issued due to Policy termination or amendment will be subject to the same conditions as a policy issued under the General Conversion Benefit except its amount may not exceed the lesser of:

- (1) \$10,000; or
- (2) the Amount of Life Insurance which terminates; less the amount of any group life insurance for which the Insured Person becomes eligible within 31 days after the termination.

PROVISIONS APPLICABLE TO ALL CONVERSION POLICIES

EFFECTIVE DATES. The coverage provided by a conversion policy issued under this Section will be effective on the later of:

- (1) its date of issue; or
- (2) 31 days after the date on which the person's life insurance terminated.

DEATH DURING CONVERSION PERIOD. The Company will pay a death benefit under this Policy equal to the amount of the life insurance which could have been converted, if the person:

- (1) was entitled to purchase a conversion policy; and
- (2) dies within the 31 day conversion period.

This death benefit will be paid even if no one applied for the conversion policy. If the first premium was paid for the conversion policy, the amount of the premium will be refunded and the conversion policy will be void.

NOTICE OF CONVERSION PRIVILEGES-INSURED PERSONS. When an Insured Person's Personal Insurance terminates, written notice of the right to convert will be:

- (1) given personally to the Insured Person;
- (2) mailed by the Group Policyholder to the Insured Person at his last known address; or
- (3) mailed by the Company to the Insured Person at his last known address as furnished by the Group Policyholder.

An additional period in which to convert will be granted if this written notice is not given to the Insured Person at least 15 days before the end of the 31 day conversion period. Any such extension of the conversion period will expire on the earliest of:

- (1) 15 days after the Insured Person is given the written notice; or
- (2) 60 days after the end of the 31 day conversion period even if the Insured Person is never given such notice.

No death benefit will be payable under this Policy after the 31 day conversion period has expired even though the right to convert may be extended.

DEPENDENTS LIFE INSURANCE

BENEFIT. Upon receipt of satisfactory proof of a Dependent's death while insured under this Policy, the Company will pay the amount of the Dependents Life Insurance in effect on the date of such death. This amount is shown in the Schedule of Insurance. The death benefit will be paid:

- (1) to the Insured Person; or
- (2) if the Insured Person fails to survive the Dependent, to the Insured Person's Beneficiary or according to the Facility of Payment Section.

DEPENDENT. A Dependent means a person who meets the definition of a dependent of the Insured Person under the provision of the U.S. Internal Revenue Code; and is an Insured Person's:

- (1) spouse who is not legally separated from the Insured Person;
- (2) unmarried child at least 14 days but less than 19 years of age;
- (3) unmarried child less than 23 years of age, if attending an accredited educational institution for the minimum credit hours required to maintain full-time student status there; or
- (4) unmarried child who is totally and permanently disabled and who became so disabled prior to reaching 19 years of age.

A legally adopted child is considered the Insured Person's child from the date of placement in the Insured Person's home for an agency adoption; or from the date the adoption petition is filed, if later, for a private adoption.

In addition to naturally born and legally adopted children, the word "child" includes an Insured Person's stepchild or foster child; provided the child resides in the Insured Person's household and is dependent on the Insured Person for principal support.

The term Dependent does not include anyone serving in the armed forces of any state or country; except for duty of 30 days or less for training in the Reserves or National Guard.

ELIGIBILITY. An Insured Person becomes eligible for Dependents Life Insurance on the latest of:

- (1) the date the Insured Person becomes eligible for Personal Insurance;
- (2) the effective date of this Section; or
- (3) the date the Insured Person first acquires a Dependent.

EFFECTIVE DATES. An Insured Person's Dependents Life Insurance will become effective on the latest of the following dates:

- (1) the date the Insured Person becomes eligible for Dependents Life Insurance;
- (2) the date the Insured Person makes written application for Dependents Life Insurance and signs a payroll deduction order; and
- (3) the date the Company approves any required evidence of insurability on all the Insured Person's Dependents.

If an Insured Person acquires a new Dependent while insured for Dependents Life Insurance, insurance for that Dependent will take effect on the date the Dependent is acquired.

If a Dependent is confined in a hospital on the date his or her Dependents Life Insurance would otherwise take effect, then Dependents Life Insurance for that Dependent will not take effect until ten days after final discharge from the hospital.

EVIDENCE OF INSURABILITY. Each Insured Person's Dependent must submit evidence of insurability satisfactory to the Company if the Insured Person:

- (1) makes application for Dependents Insurance more than 31 days after the date such Insured Person becomes eligible for Dependents Insurance;
- (2) elects to be insured for Dependents Insurance after such Insured Person had requested:
 - (a) termination of the Dependents Insurance; or
 - (b) cancellation of the payroll deduction order; or
- (3) makes application for Dependents Insurance after it has automatically terminated, due to failure to pay premium by the end of the grace period.

INDIVIDUAL TERMINATION OF DEPENDENT INSURANCE. An Insured Person's Dependents Insurance will cease for all of the Insured Person's Dependents on the earliest of:

- (1) the date the Insured Person's Personal Insurance terminates;
- (2) the date Dependent Insurance is discontinued under this Policy;
- (3) the date the Insured Person ceases to be in a class of employees eligible for Dependent Insurance;
- (4) the date the Insured Person requests that the Dependent Insurance be terminated; or
- (5) the last day of the premium paying period for which the Insured Person has made any required contribution toward the cost of the Dependent Insurance.

Dependents Insurance on a particular Dependent will cease on the earliest of:

- (1) the date he or she ceases to be a Dependent as defined in this Policy;
- (2) the date he or she becomes covered under this Policy as an Insured Person; or
- (3) the date he or she enters the armed forces of any state or country; except for duty of 30 days or less in the Reserves or National Guard. (If the Insured Person sends proof of military service, the Company will refund any unearned premium.)

MISSTATEMENT OF AGE. If the age of a Dependent has been misstated, premiums will be subject to an equitable adjustment. If the amount of benefit is dependent upon age, the benefit will be that which would have been payable based upon the Dependent's correct age.

ASSIGNMENT. Dependents Insurance may not be assigned.

INCONTESTABILITY. Except for non-payment of premiums, the Company may not contest the validity of this Policy as to any Dependent, after it has been in force for two years during the lifetime of that Dependent. This clause will not affect the Company's right to contest claims made for accidental death, or dismemberment benefits.

**CLAIMS PROCEDURES
FOR LIFE OR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

NOTE: This Policy may include an Extension of Death Benefit, an Accelerated Death Benefit or a Living Benefit. If so, please refer to that section for special claim procedures.

NOTICE AND PROOF OF CLAIM

Notice of Claim. Written notice of an accidental death or dismemberment claim must be given within 20 days after the loss occurs; or as soon as reasonably possible after that.* The notice must be sent to the Company's Group Insurance Service Office. It should include:

- (1) the Insured Person's name and address; and
- (2) the number of this Policy.

Claim Forms. When notice of claim is received, the Company will send claim forms for filing the required proof. If the Company does not send the forms within 15 days; then the Insured Person or Beneficiary (the claimant) may send the Company written proof of claim in a letter. It should state the nature, date and cause of the loss.

Proof of Claim. The Company must be given written proof of claim within 90 days after the date of the loss; or as soon as reasonably possible after that.* Proof of claim must be provided at the claimant's own expense. It must show the nature, date and cause of the loss. In addition to the information requested on the claim form, documentation must include:

- (1) A certified copy of the death certificate, for proof of death.
- (2) A copy of any police report, for proof of accidental death or dismemberment.
- (3) A signed authorization for the Company to obtain more information.
- (4) Any other items the Company may reasonably require in support of the claim.

* **Exception:** Failure to give notice or furnish proof of claim within the required time period will not invalidate or reduce the claim; if it is shown that it was done:

- (1) as soon as reasonably possible; and
- (2) in no event more than one year after it was required.

These time limits will not apply while the claimant lacks legal capacity.

EXAM OR AUTOPSY. At anytime while a claim is pending, the Company may have the Insured Person examined:

- (1) by a Physician of the Company's choice;
- (2) as often as reasonably required.

If the Insured Person fails to cooperate with an examiner or fails to take an exam, without good cause; then the Company may deny benefits, until the exam is completed. In case of death, the Company may also have an autopsy done, where it is not forbidden by law. Any such exam or autopsy will be at the Company's expense.

TIME OF PAYMENT OF CLAIMS. Any benefits payable under this Policy will be paid immediately after the Company receives complete proof of claim and confirms liability.

TO WHOM PAYABLE

Death. Any benefits payable for the Insured Person's death will be paid in accord with the Beneficiary, Facility of Payment, and Settlement Options sections of this Policy. If this Policy includes Dependent Life Insurance; then any benefits payable for an insured Dependent's death will be paid to:

- (1) the Insured Person, if he or she survives that Dependent; or
- (2) the Insured Person's Beneficiary, or in accord with the Facility of Payment section; if the Insured Person does not survive that Dependent.

Dismemberment. If this Policy includes Accidental Death and Dismemberment Benefits; then any benefit, other than the Insured Person's death benefit, will be paid to the Insured Person.

CLAIMS PROCEDURES (Continued)

NOTICE OF CLAIM DECISION. The Company will send the claimant a written notice of its claim decision. If the Company denies any part of the claim; then the written notice will explain:

- (1) the reason for the denial, under the terms of this Policy and any internal guidelines;
- (2) how the claimant may request a review of the Company's decision; and
- (3) whether more information is needed to support the claim.

The Company will send this notice within 15 days after resolving the claim. If reasonably possible, the Company will send it within:

- (1) 90 days after receiving the first proof of a death or dismemberment claim; or
- (2) 45 days after receiving the first proof of a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under this Policy.

Delay Notice. If the Company needs more than 15 days to process a claim, in a special case; then an extension will be permitted. If needed, the Company will send the claimant a written delay notice:

- (1) by the 15th day after receiving the first proof of claim; and
- (2) every 30 days after that, until the claim is resolved.

The notice will explain the special circumstances which require the delay, and when a decision can be expected.

In any event, the Company must send written notice of its decision within:

- (1) 180 days after receiving the first proof of a death or dismemberment claim; or
- (2) 105 days after receiving the first proof of a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under this Policy.

If the Company fails to do so; then there is a right to an immediate review, as if the claim was denied.

Exception: If the Company needs more information from the claimant to process a claim; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for claim processing.

REVIEW PROCEDURE. The claimant may request a claim review, within:

- (1) 60 days after receiving a denial notice of a death or dismemberment claim; or
- (2) 180 days after receiving a denial notice of a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under this Policy.

To request a review, the claimant must send the Company a written request, and any written comments or other items to support the claim. The claimant may review certain non-privileged information relating to the request for review.

Notice of Decision. The Company will review the claim and send the claimant a written notice of its decision. The notice will explain the reasons for the Company's decision, under the terms of this Policy and any internal guidelines. If the Company upholds the denial of all or part of the claim; then the notice will also describe:

- (1) any further appeal procedures available under this Policy;
- (2) the right to access relevant claim information; and
- (3) the right to request a state insurance department review, or to bring legal action.

For a death or dismemberment claim, the notice will be sent within 60 days after the Company receives the request for review; or within 120 days, if a special case requires more time. For a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under this Policy, the notice will be sent within 45 days after the Company receives the request for review; or within 90 days, if a special case requires more time.

CLAIMS PROCEDURES
(Continued)

Delay Notice. If the Company needs more time to process an appeal, in a special case; then it will send the Insured Person a written delay notice, by the 30th day after receiving the request for review. The notice will explain:

- (1) the special circumstances which require the delay;
- (2) whether more information is needed to review the claim; and
- (3) when a decision can be expected.

Exception: If the Company needs more information from the claimant to process an appeal; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for appeal processing.

Claims Subject to ERISA (Employee Retirement Income Security Act of 1974). Before bringing a civil legal action under the federal labor law known as ERISA, an employee benefit plan participant or beneficiary must exhaust available administrative remedies. Under this Policy, the claimant must first seek two administrative reviews of the adverse claim decision, in accord with this section. If an ERISA claimant brings legal action under Section 502(a) of ERISA after the required reviews; then the Company will waive any right to assert that he or she failed to exhaust administrative remedies.

RIGHT OF RECOVERY. If benefits have been overpaid on any claim; then full reimbursement to the Company is required within 60 days. If reimbursement is not made; then the Company has the right to recover such overpayments:

- (1) from the Insured Person; or
- (2) from his or her Beneficiary or estate.

The Company may also have the right to reduce future benefits, until full reimbursement is made. To do so, the Company must:

- (1) document that benefits have been overpaid under the terms of this Policy, due to:
 - (a) a claim processing error;
 - (b) the claimant's receipt of benefits under another plan; or
 - (c) the claimant's representations or nondisclosures;and **not** due to any reasonable dispute of the facts or mistake of law;
- (2) promptly notify the claimant of the overpayment, its nature and amount, within:
 - (a) 15 days after confirming the error, if made due to the Insured Person's or Beneficiary's representations or nondisclosures; or
 - (b) 6 months after the date of the overpayment, if made for some other reason;
- (3) secure the Insured Person's or Beneficiary's written consent to reduce future benefits; and
- (4) receive the claim used to adjust the first overpayment within 3 years after the draft was issued.

LEGAL ACTIONS. No legal action to recover any benefits may be brought until 60 days after the required written proof of claim has been given. No such legal action may be brought more than three years after the date written proof of claim is required.

COMPANY'S DISCRETIONARY AUTHORITY. Except for the functions that this Policy clearly reserves to the Group Policyholder or Employer, the Company has the authority to:

- (1) manage this Policy and administer claims under it; and
- (2) interpret the provisions and resolve questions arising under this Policy.

The Company's authority includes (but is not limited to) the right to:

- (1) establish and enforce procedures for administering this Policy and claims under it;
- (2) determine Employees' eligibility for insurance and entitlement to benefits;
- (3) determine what information the Company reasonably requires to make such decisions; and
- (4) resolve all matters when a claim review is requested.

CLAIMS PROCEDURES
(Continued)

Any decision the Company makes, in the exercise of its authority, shall be conclusive and binding; subject to the Insured Person's or Beneficiary's rights to:

- (1) request a state insurance department review; or
- (2) bring legal action.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

DEATH OR DISMEMBERMENT BENEFIT FOR AN INSURED PERSON. The Company will pay the benefit listed below, if:

- (1) an Insured Person sustains an accidental bodily injury while insured under this provision; and
- (2) that injury directly causes one of the following losses within 365 days after the date of the accident.

The loss must result directly from the injury and from no other causes.

LOSS	BENEFIT FOR COMMON CARRIER ACCIDENT	BENEFIT FOR OTHER COVERED ACCIDENT
Loss of Life	2 Times Principal Sum	Principal Sum
Loss of One Member (Hand, Foot or Eye)	Principal Sum	½ Principal Sum
Loss of Two or More Members	2 Times Principal Sum	Principal Sum
Quadriplegia (Paralysis of Both Arms and Both Legs)	2 Times Principal Sum	Principal Sum
Paraplegia (Paralysis of Both Legs)	Principal Sum	½ Principal Sum
Hemiplegia (Paralysis of Arm and Leg of Same Side)	Principal Sum	½ Principal Sum

The Principal Sum for the Insured Person's class is shown in the Schedule of Insurance.

MAXIMUM PER PERSON. If an Insured Person sustains more than one loss resulting from the same accident, the benefit:

- (1) will be the one largest amount listed;
- (2) will not exceed two times the Principal Sum for all of that person's combined losses resulting from a Common Carrier Accident; and
- (3) will not exceed the Principal Sum for all that person's combined losses resulting from any other covered accident.

TO WHOM PAYABLE. Benefits for the Insured Person's loss of life will be paid in accord with the Beneficiary section. All other benefits will be paid to the Insured Person.

LIMITATIONS. Benefits are not payable for any loss to which a contributing cause is:

- (1) intentional self-inflicted injury or self-destruction;
- (2) disease, bodily or mental infirmity, or medical or surgical treatment of these;
- (3) participation in a riot;
- (4) duty as a member of any military, naval or air force;
- (5) war or any act of war, declared or undeclared;
- (6) participation in the commission of a felony;
- (7) voluntary use of drugs; except when prescribed by a Physician;
- (8) voluntary inhalation of gas, including carbon monoxide;
- (9) travel or flight in any aircraft, including balloons and gliders; except as a fare paying passenger on a regularly scheduled flight; or
- (10) driving a vehicle while intoxicated.

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE
(CONTINUED)**

DEFINITIONS.

"Beneficiary" means the person(s) named on the Insured Person's enrollment form. The Insured Person may change the Beneficiary by filing a written notice of the change with the Company at its Group Insurance Service Office.

"Common Carrier Accident" means a covered accidental bodily injury, which is sustained while riding as a fare paying passenger (not a pilot, operator or crew member) in or on, boarding or getting off from a Common Carrier.

"Common Carrier" means any land, air or water conveyance operated under a license to transport passengers for hire.

"Intoxicated" shall be defined by the jurisdiction where the accident occurs. The exclusion will apply whether or not the driver is convicted.

"Loss of a Member" includes the following:

- (1) "Loss of Hand or Foot," means complete severance through or above the wrist or ankle joint. (In South Carolina, "Loss of Hand" can also mean the loss of four whole fingers from one hand.)
- (2) "Loss of an Eye," means total and irrevocable loss of sight in that eye.

"Paralysis" means complete and irreversible loss or use of an arm or leg (without severance).

REPATRIATION BENEFIT. The Company will pay a Repatriation Benefit, if:

- (1) the Insured Person dies as a result of a covered accident at least 150 miles from his or her principal place of residence; and
- (2) expense is incurred for the preparation and transportation of the Insured Person's body to a mortuary.

This benefit will be in addition to all other benefits payable under this Policy. This benefit will equal the expenses incurred for the preparation and transportation of the Insured Person's body to a mortuary subject to a maximum of \$5,000. This benefit will be paid:

- (1) when the benefit for accidental loss of life is paid; or
- (2) when the Company receives proof of expense incurred, if later.

PROOF. In order for this benefit to be payable, proof of payment for any expenses incurred for Repatriation must be provided to the Company.

TO WHOM PAYABLE. Benefits for Repatriation will be paid in accord with the Beneficiary and/or Facility of Payment sections of this Policy.

Benefits will not be payable for any loss excluded under the Accidental Death and Dismemberment Insurance Limitations section.

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE
CONTINUED**

EDUCATION BENEFIT. The Company will pay an Education Benefit for each of the Insured Person's eligible Dependent Children, if the Insured Person:

- (1) is injured in a covered accident while insured under this Policy;
- (2) dies as a direct result of such injuries within 365 days after the accident; and
- (3) is survived by one or more Dependent Children who are eligible for the benefit.

To be eligible for the Education Benefit, a Dependent Child:

- (1) must be dependent on the Insured Person for principal support;
- (2) must be enrolled as a Full-Time Student on the date of the Insured Person's death or within 365 days after that date; and
- (3) must incur expenses after the date of the Insured Person's death for tuition, fees, books, room and board, or any other costs payable directly to (or approved and certified by) that school.

This benefit will be paid in addition to all other benefits payable under this Policy. The benefit will equal the actual expense incurred after the date of the Insured Person's death up to 5% of the Insured Person's Principal Sum, subject to a maximum of \$5,000 for each eligible Dependent Child per year, for up to 4 consecutive years or until age 25. The benefit will be paid to the Dependent Child, if the child has reached the age of majority. Otherwise, benefits will be paid to the child's legal guardian. The first payment will be made:

- (1) when the benefit for accidental loss of life is paid; or
- (2) when the Company receives proof of payment for the expenses incurred and that an eligible Dependent Child meets the above requirements, if later.

Subsequent payments will be made when the Company receives:

- (1) verification that the eligible Dependent Child continues to be a Full-Time Student during each additional semester/year; and
- (2) proof of payment for the expenses incurred.

"Full-Time Student" means a Dependent Child who:

- (1) is attending a licensed or accredited college, university or vocational school (beyond the 12th grade);
- (2) is considered a full-time student based upon that school's standards; and
- (3) incurs expenses for tuition, fees, books, room and board, or other costs payable directly to (or approved or certified by) that school.

"Child" includes the Insured Person's naturally born child, legally adopted child, stepchild, and foster child.

SPOUSE TRAINING BENEFIT. The Company will pay a Spouse Training Benefit to the Insured Person's surviving Spouse, if the Insured Person:

- (1) is injured in a covered accident while insured under this Policy;
- (2) dies as a direct result of such injuries within 365 days after the accident; and
- (3) is survived by a Spouse who is eligible for the benefit.

To be eligible for the Spouse Training Benefit, the Insured Person's Spouse:

- (1) must not be legally separated from the Insured Person on the date of the accident;
- (2) must be enrolled as a student on the date of the Insured Person's death or within 365 days after that date in any school to retrain or refresh skills needed for employment; and
- (3) must incur expenses after the date of the Insured Person's death for tuition, fees, books, room and board or other costs payable directly to (or approved or certified by) that school.

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE
CONTINUED**

This benefit will be paid in addition to all other benefits payable under this Policy. The benefit will equal the actual expense incurred after the date of the Insured Person's death up to 5% of Insured Person's Principal Sum; subject to a maximum of \$5,000. The benefit will be paid for one year. Payment will be made:

- (1) when the benefit for accidental loss of life is paid; or
- (2) when the Company receives proof of payment for the expenses incurred and that the Spouse meets the above requirements, if later.

EXCLUSIONS. Benefits will not be payable for any loss excluded under the Accidental Death and Dismemberment Insurance Limitations section.

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE
CONTINUED**

CHILD CARE BENEFIT. The Company will pay a Child Care Benefit for each of the Insured Person's eligible Dependent Children, if the Insured Person:

- (1) is injured in a covered accident while insured under this Policy;
- (2) dies as a direct result of such injuries within 365 days after the accident; and
- (3) is survived by one or more Dependent Children who are eligible for the benefit.

To be eligible for the Child Care Benefit, a Dependent Child must:

- (1) be dependent on the Insured Person for principal support;
- (2) be under age 13 on the date of the accident; and
- (3) attend a licensed Child Care Center on a regular basis on the date of the Insured Person's death or within 365 days after that date.

The Child Care Benefit is paid in addition to all other Policy benefits. The benefit will equal the actual expense incurred after the date of the Insured Person's death, up to 5% of the Insured Person's Principal Sum; subject to a maximum of \$5,000 for each eligible Dependent Child per year. The benefit will be paid to the legal guardian of the eligible Dependent Child:

- (1) for up to 4 consecutive years; or
- (2) until the Dependent Child's 13th birthday (whichever occurs first).

The first payment will be made:

- (1) when the benefit for accidental loss of life is paid; or
- (2) when the Company receives proof of expense incurred and that an eligible Dependent Child meets the above requirements; if later.

Subsequent payments will be made quarterly on a reimbursement basis when the Company receives:

- (1) verification that the eligible Dependent Child continues to attend a licensed Child Care Center on a regular basis; and
- (2) satisfactory proof of payment for the child care expense incurred.

DEFINITIONS. "Child Care Center" means any facility (other than a family day care home) which:

- (1) is licensed as such by the state; and
- (2) provides non-medical care and supervision for children in a group setting; and
- (3) cares for children at least 6 but less than 24 hours per day.

"Child" includes the Insured Person's naturally born child, legally adopted child, stepchild, and foster child.

"Expense Incurred" means the cost for the supervision and care of a Dependent Child, excluding any fees for extra activities, which are directly payable to a Child Care Center.

EXCLUSIONS. Benefits will not be paid:

- (1) when the Dependent Child's care is provided by (or at a facility operated by) the child's grandparent, parent, aunt, uncle or sibling; or
- (2) for any loss excluded under the Accidental Death and Dismemberment Insurance Limitations section of this Policy.

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE
CONTINUED**

COMA BENEFIT. The Company will pay a Coma Benefit, when the Insured Person remains in a coma; provided:

- (1) the coma is caused by an Injury sustained while insured under this Policy;
- (2) the coma begins within 365 days after the date of the accident; and
- (3) the person remains in a continuous coma for at least 31 days in a row.

The coma must result directly from the Injury and from no other causes.

This benefit will be paid in addition to all other benefits payable under this Policy. The Coma Benefit will equal a one-time payment of 5% of the Insured Person's Principal Sum; subject to a maximum of \$5,000.

PROOF. Proof of the coma must be provided to the Company. The Company retains the right to investigate and to determine whether the coma exists.

TO WHOM PAYABLE. Upon receipt of satisfactory proof, the Coma Benefit will be paid to the Insured Person.

"Coma" means being in a state of complete mental unresponsiveness, with no evidence of appropriate responses to stimulation.

EXCLUSIONS. Benefits will not be paid:

- (1) when the Insured Person remains in a coma for less than 31 days in a row; or
- (2) for any loss excluded under the Accidental Death and Dismemberment Insurance Limitations section of this Policy.

SAFE DRIVER BENEFIT

BENEFIT. If an Insured Person dies as a direct result of a covered auto accident, for which Accidental Death and Dismemberment Benefits are payable; then:

- (1) an additional Seat Belt Benefit will be payable, if the Insured Person was wearing a properly fastened seat belt at the time of the accident; and
- (2) an additional Air Bag Benefit will be payable, if the auto was equipped with air bag(s).

The Seat Belt Benefit equals \$10,000 or 10% of the Principal Sum, whichever is less; and the Air Bag Benefit equals \$10,000 or 10% of the Principal Sum, whichever is less. The Seat Belt Benefit and the Air Bag Benefit will not be less than \$1,000 per Insured Person. The Principal Sum is the amount payable because of the Insured Person's accidental death.

A copy of the police report must be submitted with the claim. The position of the seat belt or presence of an air bag must be certified by:

- (1) the official accident report; or
- (2) the coroner, traffic officer or other investigating officer.

Upon receipt of satisfactory written proof, the additional benefit will be paid in accord with the Beneficiary section.

DEFINITIONS. As used in this provision:

"Auto" means a 4-wheel passenger car, station wagon, jeep, pick-up truck or van-type car. It must be licensed for use on public highways. It includes a car owned or leased by the Group Policyholder.

"Intoxicated," "Impaired," or "Under the Influence of Drugs" shall be defined as by the jurisdiction where the accident occurs.

"Seat Belt" means a properly installed:

- (1) seat belt or lap and shoulder restraint; or
- (2) other restraint approved by the National Highway Traffic Safety Administration.

LIMITATIONS. Safe Driver Benefits will not be paid if:

- (1) the Accidental Death and Dismemberment Benefits is not paid under this Policy for the Insured Person's death; or
- (2) at the time of the accident, the Insured Person or any other person who was driving the auto in which the Insured Person was traveling:
 - (a) was driving without a valid drivers' license;
 - (b) was driving in excess of the legal speed limit; or
 - (c) was driving while intoxicated, impaired, or under the influence of drugs (except for drugs taken as prescribed by a Physician for the driver's use).

The above limitations will apply, whether or not the driver is convicted.

ISSUED TO: City of Fremont

The Policy is amended by the addition of the following provisions.

**PRIOR INSURANCE CREDIT UPON TRANSFER OF
LIFE INSURANCE CARRIERS**

This provision prevents loss of life insurance coverage for an Insured Person, which could otherwise occur solely because of a transfer of insurance carriers. This Policy will provide the following Prior Insurance Credit, when it replaces a prior plan.

"Prior Plan" means a prior carrier's group life insurance policy, which this Policy replaced within 1 day of the prior plan's termination date.

FAILURE TO SATISFY ACTIVE WORK RULE. Subject to payment of premiums, this Policy will provide life coverage for a Person who:

- (1) was insured under the prior plan on its termination date;
- (2) was otherwise eligible under this Policy; but was not Actively-At-Work due to Injury or Sickness on its Effective Date;
- (3) is not entitled to any extension of life insurance under the prior plan; and
- (4) is not Totally Disabled (as defined in the Extension of Death Benefit section of this Policy) on the date this Policy takes effect.

AMOUNT OF LIFE INSURANCE. Until the Person satisfies this Policy's Active Work rule, the amount of his or her group life insurance under this Policy will not exceed the amount for which the Person was insured under the prior plan on its termination date.

This Amendment takes effect on the effective date of coverage under this Policy. In all other respects, this Policy remains the same.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Officer of the Company



October 7th 2020

Fremont City Council

This is our official request for one parking lot and one street closure for Fremont's Trunk & Treat on Oct 24 th.

Parking Lot 1 - Trunk & Treat

Parking lot at North East corner of 5th & Park Ave for the whole day of October 24th from 6:00 am to 8:00 pm.

Street Closure 1 - Trunk & Treat

5th Street from Park Ave to Main Street from 3:00 pm to 8:00 pm on Saturday, October 24th with the understanding that the middle of the street will be left open for emergency vehicles.

Attached you will find a map outlining the areas requested.

Attached you will find an Insurance policy with the City of Fremont listed as an Additional Insured.

Events will be monitored for compliance with all rules and regulations.

Glen Ellis

STREET & PARKING LOT AGREEMENT

This Street & Parking Lot Agreement (Agreement) is made and entered into on the 13th day of October 2020, by and between the City of Fremont (Owner) and Glen Ellis (Fremont Downtown Development Group) (Lessee) (collectively Parties).

1. RECITALS

1.1. Licensee wishes to lease public parking lots from Owner for the following purpose(s):

1.1.1. Fremont Trunk & Treat, and

1.2. Owner is willing to lease the following street & parking lot(s):

1.2.1. City parking lot northeast corner of 5th & Park from 6:00 a.m. to 8:00 p.m., on October 24, 2020 and;

1.2.2. 5th Street from Park Ave to Main Street from 3:00 p.m. to 8:00 p.m., on October 24, 2020.

1.3. Therefore, in consideration of the foregoing recitals and of the mutual covenants, terms, conditions and remuneration herein provided, and the rights and obligations created hereunder, the Parties agree as follows:

2. DEFINITIONS

2.1. For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given herein, unless more specifically defined within a specific Article or Section of this Agreement. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

2.2. Parking space: means a space authorized for public parking on a public street or in a public parking lot.

2.3. Owner's Facilities: means all public streets or public parking lots owned by the City.

3. SCOPE

3.1. Grant of Lease. Subject to the provisions of this Agreement, Owner hereby grants to Lessee a lease authorizing the use of Owner's facilities to Lessee for the purpose(s) stated above.

3.2. No Interference With Core Utility Service Requirements. Nothing contained in this Agreement shall limit Owner's right to use its facilities to fulfill its own public service and safety requirements consistent with its obligations under relevant law.

3.3. Access to Right-of-Way. Owner shall grant Lessee nondiscriminatory access to its rights-of-way. This obligation extends to rights-of-way Owner owns and/or has the right to authorize the use by the Lessee. For rights-of-way to which Owner does not have the right to authorize the use by the Lessee, Lessee shall obtain such consent as is necessary from the owner of the right-of-way.

4. TERM

4.1. This Agreement shall continue in force and effect for October 24, 2020 during times authorized by the City Council. The agreement may be terminated by either party for cause at anytime upon 10-day written notice to the notice to the other party. The Lessee shall have a 10-day grace period to cure the cause of the default. If the cause is not cured to the satisfaction of the Owner within the grace period, the agreement shall terminate 10-days thereafter.

5. FEES

5.1. Daily Rental Fee. Lessee shall pay a fee of \$1.00 per day leased.

5.2. Billing. Owner shall issue an invoice to Lessee for parking space fees, specifying the number of days on which Owner seeks payment.

6. ASSIGNMENT OF RIGHTS

6.1. Lessee may not assign or transfer this Agreement unless approved in writing by the Owner.

7. INDEMNIFICATION

7.1. Damage. Lessee agrees to take reasonable care to avoid damaging Owner's Facilities and property of others.

7.1.1. Lessee agrees to reimburse Owner for all reasonable costs incurred by Owner for the physical repair of damage to Owner's Facilities caused by Lessee's negligence.

7.2. Personal Injury and Property Claims. Lessee agrees to indemnify and hold harmless for any and all claims made against the Owner, including attorney fees, as a result of Lessee's use of the Owner's Facilities and parking space(s).

8. INSURANCE

8.1. Insurance. Lessee shall carry insurance to protect the Parties hereto from and against any claims, demands, actions, judgements, costs, expenses and liabilities of

every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. The amount of such insurance against liability due to damage to property shall be no less than \$1,000,000.00 as to any one accident and \$2,000,000.00 in aggregate; and against liability due to injury to or death of persons no less than \$1,000,000.00 as to any one person and \$1,000,000.00 to any one accident, and shall list the Lessor as additionally insured. Lessee shall also carry Workmen's Compensation insurance as required by applicable Nebraska Statutes. Lessee shall provide certificates of insurance to the Owner verifying the coverages required under this agreement and that it will not cancel or change any such policy except after thirty days notice to the Owner. The certificate(s) of insurance shall be provided to the Owner no later than three (3) business days prior to the event.

9. APPLICABLE LAW

9.1. The provisions of this Agreement are subject to the laws of the State of Nebraska.

10. HEADINGS

10.1. The headings in this Agreement are inserted for convenience of reference only and shall in no way be considered in the interpretation of this Agreement.

Lessee: _____

By: _____

Name: _____

Title: _____

Date: _____

Owner - City of Fremont

By: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. 2020-203

A Resolution of the City Council of the City of Fremont Nebraska, approving the request of Fremont Downtown Development Group to close a City Parking Lot, and street for Fremont Trunk and Treat

WHEREAS, Fremont Downtown Development Group has requested the closure of the City parking lot located at the northeast corner of 5th & Park Ave. from 6:00 a.m. to 8:00 p.m., on October 24, 2020; and

WHEREAS, Fremont Downtown Development Group has requested the closure of 5th Street from Park Ave. to Main St. from 3:00 p.m. to 8:00 p.m. on October 24, 2020.

NOW THEREFORE BE IT RESOLVED, that the Mayor and City Council approve Fremont Downtown Development Group to use the aforementioned locations during the provided times and for the purposes provided for Fremont Trunk & Treat.

PASSED AND APPROVED THIS 13th DAY OF OCTOBER 2020.

SCOTT GETZSCHMAN, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: October 13, 2020
SUBJECT: Contract to update UDC, Comprehensive Plan and Long-range Transportation Plan

Recommendation: Approve Resolution 2020-201

Background:

On September 10, 2019, the City Council adopted the budget for the 2019-2020 and 2020-2021 fiscal years. The Planning Department budget includes a total of \$160,000 to update the UDC and \$400,000 to update the Comprehensive Plan and Long-range Transportation Plan. The \$400,000 includes \$100,000 from the Nebraska Department of Transportation for the Long-range Transportation Plan.

Requests for Proposals for a qualification-based response to update the Unified Development Code and to update the Comprehensive Plan/Long-range Transportation Plan were posted on the City's website on July 21st, 2020 with responses due by August 21, 2020.

We received five responses for the update of the UDC from Smith & White; Hanna Keelan/ Cline Williams; The Clark Enersen Partners/Clarion/Community Recode; RDG; and, Houseal- Lavigne.

We received four responses for the update of the Comprehensive Plan/Long-range Transportation Plan from The Clark Enersen Partners/Clarion/Community Recode; Confluence/ JEO; RDG; and, Houseal- Lavigne/ HDR.

A team consisting of Mayor Getzschman, Councilman Kuhns, Councilman Jensen, Planning Commissioner Sookram, Planning Commissioner Horeis, the Assistant City Administrator for Utilities, the Assistant City Administrator for the City, the Public Works Director, and the Planning Director met to review the proposals. Based on a set of criteria, the team ranked the responses from The Clark Enersen Partners/ Clarion/Community Recode; RDG; and, Houseal- Lavigne/ HDR the highest for both the UDC update and the Comprehensive Plan/LRTP update.

The team interviewed the top consultants on September 17th and September 22nd. The team selected Houseal-Lavigne/HDR as having the best set of qualifications and the best responses to the interview questions for both the UDC and the

Comprehensive Plan/Long-range Transportation Plan projects. They were then asked to provide a detailed scope of services.

UDC Update		
Firm	Proposed Fee	Ranking
Smith & White	\$141,725	4
Houseal-Lavigne	\$140,000	1
TCEP/Clarion/Community Recode/Mary Madden	\$350,000 for both plans	3/2
RDG	\$119,000	2/3
Hanna Keelan/ Cline Williams	\$70,000	5

Comprehensive Plan/LRTP Update		
Firm	Proposed Fee	Ranking
Confluence/ JEO	\$364,500	4
Houseal-Lavigne/HDR	\$370,000	1
TCEP/Clarion/Community Recode/Mary Madden	\$350,000 for both plans	2/3
RDG	\$272,500	3/2

As the scope of work for the Comprehensive Plan was discussed with Houseal-Lavigne/HDR, they suggested that the addition of a sub-area plan for downtown with a series of three frameworks could be added to the scope. The additional cost of the sub area plan is \$40,000. Given the significant role that downtown plays in the overall design and image of Fremont, and that funding was available in the budget, the Planning Director agreed to include that element in the scope of services.

Fiscal Impact: Total \$450,000 (\$550,000 less \$100,000 grant from State) of which \$140,000 is for the UDC update and \$300,000 is to update the Comprehensive Plan (a \$25,000 match is required for the LRTP).

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**PROFESSIONAL SERVICES
AGREEMENT**

OCTOBER ____, 2020

BETWEEN

THE CITY OF FREMONT, NEBRASKA

AND

HOUSEAL LAVIGNE ASSOCIATES, LLC.

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AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN THE CITY OF FREMONT, NEBRASKA

AND

HOUSEAL LAVIGNE ASSOCIATES, LLC.

THIS AGREEMENT, made and entered into this ____ day of October, 2020, by and between HOUSEAL LAVIGNE ASSOCIATES LLC., an Illinois Limited Liability Company with principal offices at 188 W. Randolph, Suite 200, Chicago, IL 60601 (hereinafter referred to as the "CONSULTANT"), and the CITY OF FREMONT, NEBRASKA, a municipal corporation of the State of Nebraska, whose mailing address is 400 East Military Avenue, Fremont, Nebraska 68025 (hereinafter referred to as the "CLIENT").

WITNESSETH THAT:

WHEREAS, the CLIENT desires to engage the services of the CONSULTANT to furnish technical and professional assistance in connection with the preparation of the *Fremont Comprehensive Plan, Long Range Transportation Plan, and Unified Development Code Update* (hereinafter referred to as the "PROJECT") and the CONSULTANT has signified its willingness to furnish technical and professional service to the CLIENT; and WHEREAS, the CONSULTANT represents to the CLIENT that it has sufficient expertise and resources to enable it to provide such advice and assistance to the CLIENT; and

WHEREAS, there are Federal-aid Planning Funds available to provide pro-rata reimbursement to the City for its Eligible Planning Activities, and

WHEREAS, the City is interested in hiring a CONSULTANT to assist with a project, and

WHEREAS, the City desires that this project be developed under the designation of Project No. SPR-1(58) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of City of Fremont dated _____ day of _____, 20____, attached as Exhibit

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“A” and incorporated herein by this reference, and

WHEREAS, The city used a qualification based selection process to select CONSULTANT to provide for Comprehensive Planning, Long Range Transportation Planning and Unified Development Code creation, hereinafter referred to as “Services”, and

WHEREAS, CONSULTANT is qualified to do business in Nebraska and, when applicable, has met all requirements of the Nebraska Board of Engineers and Architects to provide the Services in the State of Nebraska, and

WHEREAS, The City and CONSULTANT wish to enter into this Agreement to specify the duties and obligations of the Parties for the Services described herein, and

WHEREAS, CONSULTANT is willing to perform Services in accordance with the terms hereinafter provided, agrees to comply with all federal, state, and local laws and ordinances applicable to this Agreement, and agrees to comply with all applicable federal-aid transportation related planning and program requirements, so that CONSULTANT’s costs under this Agreement will be eligible for federal reimbursement.

NOW, THEREFORE, the parties do mutually agree as follows:

A. Scope of CONSULTANT’s Services

The CONSULTANT agrees to perform in a good and professional manner those services described in Attachment A, *Scope of Services*, Sections 2, 3, and 4, a copy of which is attached hereto and incorporated in this AGREEMENT. All documents, work papers, maps, and study materials produced by the CONSULTANT in the performance of these services become the property of the CLIENT during and upon completion of the services to be performed under this AGREEMENT.

B. Services to be Provided by the Client

All existing information, data, reports, and records which are useful for carrying out the work on this PROJECT and which are owned or controlled by the CLIENT shall be furnished to the CONSULTANT in a timely manner. The completion of the services to be performed by the CONSULTANT under this

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AGREEMENT is contingent upon the receipt from the CLIENT, at no cost to the CONSULTANT, the data and reports and other material as described in Attachment A, Section 1, in a timely manner. If, by reason of any fault of CLIENT, the information, data, reports and records to be provided by the CLIENT are not made available to the CONSULTANT in a timely manner, the CONSULTANT may, at its option, stop work on the PROJECT until such materials are provided.

C. Meetings and CONSULTANT Visits

The CONSULTANT will attend meetings as specifically identified in the *Scope of Services*, Attachment A, Sections 2, 3, and 4. A “meeting” within the body of this AGREEMENT shall mean a gathering requiring the attendance of the CONSULTANT or CONSULTANT’s staff, including workshops, formal presentations, interviews, meetings with CLIENT’S staff, public meetings and workshops, and public hearings. Public meetings shall be scheduled at least seven (7) to fifteen (15) days in advance, and public hearings shall be scheduled with sufficient advance notice to comply with state and local notice requirements. Attendance at “additional” meetings, meetings not identified in Attachment A, Sections 2, 3, and 4, *Scope of Services*, will be subject to the provisions of Article M (Extra Work) of this AGREEMENT. The CONSULTANT may conduct "site visits" to gather information, data, and perform field reconnaissance. These "site visits" shall not be counted as meetings under this AGREEMENT. When conducting “site visits” or in the community attending scheduled meetings, the CONSULTANT may informally meet with CLIENT staff to review and discuss aspects of the PROJECT. These informal CLIENT meetings with staff shall not be counted as meetings under this agreement. Throughout the PROJECT the CONSULTANT may conduct phone calls or teleconferences with CLIENT staff on an as needed basis, to maintain open communication and discuss certain aspects of the PROJECT. These phone calls and teleconferences with CLIENT staff shall not be counted as meetings under this AGREEMENT.

D. Deliverables

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CONSULTANT agrees to provide products to the CLIENT as identified in Attachment A, Sections 2, 3, and 4, *Scope of Services*. The CONSULTANT shall provide all deliverables at least five (5) days in advance of all public meetings. All deliverables become the property of the CLIENT, including all hard copies and electronic (PDF format) file copies.

E. Changes

The CLIENT may, from time to time, request changes in Attachment A, *Scope of Services*, of the services to be performed by the CONSULTANT hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon, shall be incorporated in written amendments to this AGREEMENT.

F. CONSULTANT's Compensation

The CONSULTANT shall be compensated for services rendered under the terms of this AGREEMENT on the basis of the CONSULTANT's hourly rates as stated under Article G (Hourly Rates) and Attachment A, Sections 2, 3, and 4 for the staff time devoted to the PROJECT, and for directly related project expenses. The maximum cost for CONSULTANT services under this AGREEMENT is **\$550,000** (\$285,000 for the Comprehensive Plan including a Downtown Subarea Plan, \$125,000 for the Long Range Transportation Plan, and \$140,000 for the Unified Development Code), including directly related job expenses. Directly related job expenses include, but are not limited to: travel, printing, graphic reproduction, mailing, the purchase of additional maps, plans and reports and other out-of-pocket expenses that are related to carrying out services under this AGREEMENT. Any reimbursable expenses that are not enumerated above must be identified by the CONSULTANT and approved by the CLIENT in writing.

The CONSULTANT will not exceed the "not to exceed amount" without specific written authorization from the CLIENT or an amendment to this AGREEMENT. The CONSULTANT represents and warrants that absent Extra Work, as referenced in Article M, all work to be performed under this AGREEMENT can and will be performed without exceeding the maximum compensation amount and directly related job expense amount, both set forth above.

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G. Hourly Rates

Hourly rates in effect for purposes of this AGREEMENT are provided in Attachment A, Section 5.

H. Method of Payment

The CONSULTANT will submit invoices for services performed and directly related job expenses incurred on the PROJECT during the billing period. The CONSULTANT will submit monthly invoices for services performed and directly related job expenses incurred on the PROJECT during the billing period. Invoices are due and payable no later than thirty (30) days from the date of CLIENT's receipt of the invoice.

I. Time of Performance

The services of the CONSULTANT will begin upon delivery to the CONSULTANT of an executed copy of this AGREEMENT, and shall, absent causes beyond the reasonable control of the CONSULTANT, be completed within twenty-four (24) months of delivery of said executed AGREEMENT (Attachment A, Section 6). The completion of services by the CONSULTANT shall be, among other things, contingent upon the timely receipt of the services, data, and other reports described in Attachment A, *Scope of Services* and upon the timely conduct by the CLIENT of meetings and decisions required for its purposes in the execution of Attachment A. For the purpose of this AGREEMENT, timely shall mean that decisions and choices be made within ten (10) working days for CLIENT staff review of CONSULTANT submittals, services, data, and reports as are delivered to the CLIENT's representative; and twenty-one (21) calendar days for such decisions and choices to be made by the City Council, or other elected or appointed bodies of the CLIENT. If the CLIENT requests that CONSULTANT perform Extra Work as defined in Article M such as is not now included in Attachment A, the CONSULTANT, if agreed to by the CLIENT, may suspend work on the PROJECT or a portion of the PROJECT, and may extend the period of time allotted to perform the services identified in Attachment A under this AGREEMENT, to a mutually agreed upon period of time necessary to compensate for Extra Work. Where the CLIENT and CONSULTANT mutually agree to extend the period of time to perform services under this AGREE-

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MENT, the hourly rates may not be increased beyond those set forth in Section G. of this AGREEMENT, provided that the cause or reasons of such extension(s) are not the fault of the CLIENT.

J. Excusable Delays

The CONSULTANT shall not be in breach of this AGREEMENT by reason of any failure in performance of this AGREEMENT in accordance with its terms if such failure arises out of causes beyond the reasonable control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not restricted or limited to, acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods, strikes, and unusually severe weather, but in every case, so long as the failure to perform is beyond the reasonable control and without the fault or negligence of the CONSULTANT, the CONSULTANT shall not be deemed to be in breach of this AGREEMENT.

K. Termination

The CLIENT shall have the right to terminate this AGREEMENT by written prior notice to the CONSULTANT at least five (5) working days before the specified effective date of such termination. In such event, documents and work papers prepared by the CONSULTANT under this AGREEMENT shall become the property of the CLIENT. On receipt of said documents and work papers by the CLIENT, the CONSULTANT shall receive compensation and reimbursement for the work actually performed before the date of termination, in accordance with Article F, CONSULTANT's Compensation, of this AGREEMENT, less payment for services and expenses previously paid.

L. Non-discrimination

The CONSULTANT shall engage in lawful employment practices. The CONSULTANT shall not fail, refuse to hire, discharge, or otherwise discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, national origin, or handicap unrelated to the individual's ability to perform the duties of the position.

M. Extra Work

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If requested and agreed to in writing by the CLIENT and CONSULTANT, the CONSULTANT will be available to furnish, or obtain from others, Extra Work of the following types:

1. Extra work or extended services due to changes in the general scope or timing of the PROJECT, including, but not limited to; changes in size, complexity or character of the work items; acceleration of the work schedule involving services beyond normal working hours; non-delivery of any materials, data, or other information to be furnished by the CLIENT not within the reasonable control of the CONSULTANT.
2. Additional or extended services, including PROJECT administration due to the prolongation of the period of delivery of services specified in this AGREEMENT time through no fault of the CONSULTANT.
3. Attendance at additional meetings beyond those made part of the AGREEMENT.
4. Other additional services requested and agreed to by the CLIENT and CONSULTANT, which are not otherwise provided for under this AGREEMENT.

The compensation and schedule for completing Extra Work authorized by the CLIENT shall be subject to negotiation between the CLIENT and the CONSULTANT in accordance with the provision of Article E (Changes) of this AGREEMENT. However, the hourly rate in effect at the time of any change authorizing Extra Work will continue to be in effect for such Extra Work.

N. Entire Agreement

This agreement, including the attachments to this agreement, contains the entire agreement of the parties. It may not be changed orally but only by an amendment in writing executed by the parties to this AGREEMENT.

O. Governing Law

This AGREEMENT will be governed by and construed in accordance with the laws of the State of Nebraska and within the jurisdiction of Dodge County.

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P. Client Representative to CONSULTANT

The CLIENT designates Jennifer Dam to act as its representative with respect to the work to be performed under this AGREEMENT, and such person shall have authority to transmit instructions, receive information, interpret and define CLIENT's policies and provide decisions in a timely manner pertinent to the work covered by this AGREEMENT until the CONSULTANT has been advised in writing by the CLIENT that such authority has been revoked. The CONSULTANT designates Nik Davis, as the CONSULTANT's representatives to the CLIENT.

Q. E-Verify

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

R. Conflict of Interest Laws

CONSULTANT shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the City's project to remain fully eligible for federal funding. By signing this Agreement, CONSULTANT certifies that CONSULTANT is not aware of any financial or other interest CONSULTANT has that would violate the terms of these federal provisions.

S. Use and/or Release of Privileged or Confidential Information

S.1 Certain information provided by The City or State to CONSULTANT is confidential information contained within privileged documents protected by 23 U.S.C. §409. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and

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includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file or project maintained by the City or State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications between an City or State employee and Legal Counsel. This confidential and privileged information is vital and essential to CONSULTANT in order that CONSULTANT adequately design the project at hand on behalf of the City or State.

- S.2 CONSULTANT agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for the City or State for the project at hand only. CONSULTANT agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. The City or State agrees that any information or documentation that is considered to be privileged or confidential that is provided to CONSULTANT will be marked with the following information (Approved 11/4/11):

“CONFIDENTIAL INFORMATION: Federal Law, 23 U.S.C §409, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The State of Nebraska [or City] has not waived any privilege it may assert as provided by that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient.”

- S.3 CONSULTANT agrees to obtain the written approval of the City and State prior to the dissemination of any privileged or confidential information or documentation if it is unclear to CONSULTANT whether such information or documentation is in fact privileged or confidential.

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S.4 CONSULTANT and the City or State agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of CONSULTANT will create liability on the part of CONSULTANT to the City or State for any damages that may occur as a result of the unauthorized dissemination. CONSULTANT agrees to hold harmless, indemnify, and release the City or State from any liability that may ensue on the part of the City or State for any unauthorized dissemination of any privileged or confidential information or documentation on the part of CONSULTANT.

T. Forbidding Use of Outside Agents (Standard Provision)

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City has the right to annul this Agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

U. General Compliance with Laws

CONSULTANT agrees to comply with all federal, state, and local laws and ordinances applicable to the work in effect at the time of the work. If CONSULTANT is found to have been in violation of any applicable federal, state, or local laws and ordinances, such violation may be the basis for the suspension or termination under this Agreement.

V. Drug-Free Workplace Policy

CONSULTANT shall have an acceptable and current drug-free workplace policy on file with the City.

W. Fair Employment Practices Act

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CONSULTANT agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. §§ 48-1101 through 48-1126.

X. Disabilities Act

CONSULTANT agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35.

Y. Disadvantaged Business Enterprises

Y.1 CONSULTANT shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of subagreements financed in whole or in part with federal funds under this Agreement.

Y.2 CONSULTANT shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA-assisted contracts. Failure of CONSULTANT to carry out the requirements set forth above will constitute a breach of this Agreement and, after the notification of the FHWA, may result in termination of this Agreement by the City or State or such remedy as the City or State deem appropriate.

Z. Title VI Nondiscrimination Clauses

Z.1 Compliance with Regulations

During the performance of this Agreement, CONSULTANT, for itself and its assignees and successors in interest, agrees to comply with the regulations of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR 21 and 27, hereinafter referred to as the Regulations).

Z.2 Nondiscrimination

CONSULTANT, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of

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equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.

Z.3 Solicitations for Subagreements, Including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a subagreement, including procurements of materials or equipment, each potential subconsultant or supplier shall be notified by CONSULTANT of CONSULTANT's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, age, disability, or national origin.

Z.4 Information and Reports

CONSULTANT shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City, State or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall certify to the City, State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.

Z.5 Sanctions for Noncompliance

In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this Agreement, the City will impose such agreement sanctions as it or State and FHWA may determine to be appropriate, including but not limited to withholding of payments to CONSULTANT under this Agreement until CONSULTANT complies, and/or cancellation, termination, or suspension of this Agreement, in whole or in part.

Z.6 Incorporation of Provisions

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CONSULTANT shall include the provisions of subsections 27.1 through 27.5 of this Agreement in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. CONSULTANT shall take such action with respect to any subagreement or procurement as the City, State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a CONSULTANT becomes involved in or is threatened with litigation with a subconsultant/ subcontractor as a result of such direction, CONSULTANT may request that the City or State enter into such litigation to protect the interests of the City or State and, in addition, CONSULTANT may request that the City, State and the United States enter into such litigation to protect the interests of the City, State and United States.

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IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this AGREEMENT on the date and year first above written.

CONSULTANT:

HOUSEAL LAVIGNE ASSOCIATES, LLC.

X _____

John A. Houseal, FAICP

Principal

Date: _____

CLIENT:

City of Fremont

X _____

Name/Title: _____

Date: _____

ATTACHMENT A

SCOPE OF SERVICES and HOURLY RATES

This section describes the Scope of Services for preparing the Comprehensive Plan, the Long Range Transportation Plan, and the Unified Development Code for the City of Fremont.

Section 1: **CLIENT ASSISTANCE TO THE CONSULTANT**

Whereas the scope of services will be undertaken by the CONSULTANT, it is understood and agreed that the CLIENT will provide the following assistance to the CONSULTANT:

1. The CLIENT, with the CONSULTANT's assistance, will schedule and arrange and provide notices for all meetings and workshops including contacting agencies, individuals and citizens to be invited to meetings.
2. The CLIENT, with the CONSULTANT'S assistance, will collect and compile previously prepared and available reports, projects, studies, maps and other data owned or in control of the CLIENT and that might be useful for the project.
3. The CLIENT will provide to the CONSULTANT an up-to-date base map (electronic and hard copy) for the City, including GIS files and information.

Section 2:

COMPREHENSIVE PLAN SCOPE OF SERVICES

Our Project Team’s scope of work for the City of Fremont’s Comprehensive Plan will be undertaken concurrently with the City’s Long-Range Transportation Plan (LRTP) Update and Unified Development Code (UDC) Update. To manage these three projects seamlessly, every effort will be made by the Project Team and City staff to coordinate outreach events and activities to maximize project efficiencies and resource allocation.

As we engage the community, efforts will be made to adhere to CDC, Nebraska, and Fremont guidelines and social distancing measures. If social distancing requirements limit the size of groups that can meet, we will work with City staff to develop an outreach format that meet the outreach objectives identified in our scope of work.

Step 1: Project Initiation

To kick-off the planning process on the right foot, meetings and workshops will be conducted with key City staff, officials, and a Steering Committee prior to undertaking other community outreach activities. The meetings included in Step 1 will occur during our first trip to Fremont and will be combined with the meetings included in Step 1 of our scope of work for the LRTP Update and UDC Update. Combined meetings will ensure that consistent feedback informs each project and will streamline the process for staff, elected and appointed officials, and steering committee members.

Note: Comprehensive Plan, LRTP Update, and UDC Update Coordination: The branding of the Comprehensive Plan will also be utilized for the LRTP Update and UDC Update projects. The graphic design and communications experts on our Project Team will work with City staff to establish a joint “identity” for all three projects, clearly communicating the importance and interdependence of the planning efforts.

1a. Staff Coordination Call (web meeting)

Prior to our first engagement meetings, members of the Project Team will host a web meeting or conference call with City staff and officials to review the project scope, schedule, and deliverables. We will also begin the process of data needs identification, collection, and issues analysis, and clarify any outstanding matters. This coordination call will also be used to provide guidance on the formation of a Steering Committee.

1b. Community Education – Branding and Collateral

As part of project initiation, this step will play a significant role in garnering support for the planning process and piquing public interest in the Comprehensive Plan as an important guide to improving quality of life throughout Fremont. We will work with City staff to establish a name/brand for the Comprehensive Plan that will then be integrated into community-wide marketing efforts. The graphic design and communications experts on the Project Team will use their expertise in community-based marketing to create an “identity” for the planning process as well as the plan document. The Project Team will prepare three branding options for City staff review and selection. Collateral such as postcards, posters, and email blasts will be developed for use by City staff to better promote the plan and inform and engage the community. Collateral produced by the Project Team will be translated into Spanish and provided to City staff for review and use.

1c. Data Collection

As part of the project initiation step, the Project Team will coordinate with the City to collect a variety of data sets related to land use and development and transportation. The data collection step focuses on several types of data needs. This effort will include, but is not limited to:

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- GIS Data including parcels, building footprints, zoning districts and overlays, community facilities, traffic volumes, sidewalk inventory, transit routes, traffic signals, bike routes and trails
- Traffic data, including volume counts
- Recent and ongoing planning initiatives and transportation studies, at the municipal, regional and state level
- Travel Demand Model Datasets
- Census Transportation Planning Package (CTPP) and Longitudinal Employer-Household Dynamics Data (LEHD) to support travel model development.
- Any local and regional demographic and employment projections produced by the City, County, regional planning organization, or State.

1d. Staff Kick-Off Meeting and City Tour (in-person)

An initial kick-off meeting will be held with the City staff assigned to the Comprehensive Plan project as well as key City officials. This first face-to-face meeting will allow us to review the project scope, schedule, and deliverables as well as address any issues identified in previous communication regarding the planning process. Our intent is to function as a unified and integrated team alongside City staff. Following the staff kick-off meeting we will conduct a field visit with City staff. To adhere to social distancing guidelines, we will use a City bus for the driving tour. Field work that can be conducted through walking tours (i.e. Downtown, Commercial Corridor, Historic Residential Districts, etc.) is encouraged.

1e. Department Heads Meeting

Immediately following the kick-off meeting with City staff, the Project Team will host a meeting with representatives from other City departments. Comprehensive Plan and LRTP recommendations will have bearing on a wide variety of City policies and support from all City departments will be essential to plan implementation. The Project Team will work with City staff to engage other department heads throughout the process to ensure that plan recommendations are meaningful and actionable for all City departments.

1f. Steering Committee Kick-Off Workshop

Before actual work begins, a project initiation meeting will be held with the Steering Committee to set the foundation for the planning process and review and discuss the overall direction and policy issues facing the community. The purpose of this meeting will be to: (a) discuss the panel's role for the project; (b) review overall project objectives; (c) refine the work program for the project; and (d) establish a preliminary schedule for the project. The Steering Committee Kick-Off Workshop will be immediately followed by a Roundtable Workshop (Step 1f) to solicit the views of the Steering Committee, staff, and other elected officials regarding their concerns and aspirations for Fremont.

1g. Elected and Appointed Officials Roundtable Workshop

As part of the project initiation step, a workshop will be conducted with Fremont elected and appointed officials. As the community's policymakers, it is important that officials and community representatives have a chance to communicate and discuss their issues and concerns with the Project Team, as well as each other, at the beginning of the process. This initial dialogue will inform the Project Team's approach to the planning process and ensure that issues important to the City are identified on the front end. This workshop will also educate officials about the upcoming community planning process.

Step 1: Project Initiation Meetings:

- Staff Coordination Call (web meeting)
- Staff Kick-Off Meeting and City Tour (in-person and caravan)
- Department Heads Meeting
- Steering Committee Kick-Off Workshop
- Elected and Appointed Officials Roundtable Workshop

Step 1: Project Initiation Deliverables:

- Project Branding

Step 2: Community Engagement

Anticipating high levels of participation from an active and engaged community, our proposed outreach process for the Comprehensive Plan, LRTP Update, and UDC Update includes both traditional (face-to-face) and web-based activities in English and Spanish to obtain the broadest levels of participation possible.

Our responsive approach allows us to be flexible and to maximize resources spent on creative planning and delivery of services. If face-to-face engagement is not feasible or desirable at a particular point in the process, we will work with City staff to reallocate time and resources and identify the best online engagement tools and web meeting formats to supplement outreach efforts. Engagement events for the Comprehensive Plan will run parallel to those included in the same step of the LRTP Update and UDC Update.

2a. Project Website

At the onset of the project we will design and host an interactive project website that is linked to the City's existing website. We are committed to using the internet to maximize the participation and communication between the City and its residents. An interactive project website provides a home base for information regarding the Comprehensive Plan and LRTP. This website will be used to promote and popularize the planning process and be used to post project schedules and meeting dates; display graphics, maps, and draft documents; address frequently asked questions; host map.social; and provide an online community questionnaire.

2b. Online Community Questionnaire

To provide another means for community participation, we will prepare an online questionnaire for the residents and business owners of Fremont to offer community-wide opinion on a range of topics and issues. The business component of the questionnaire will include opportunity to provide specific input on those issues and concerns most important to the City's business community. The online community questionnaire will be easily accessible on the project website. The online questionnaire produced by the Project Team will be translated to Spanish and provided to City staff for review.

2c. map.social

We will feature map.social, a web-based community issues mapping tool on the interactive project website. Developed by Houseal Lavigne, this tool allows users to identify, map, and comment on geographic areas of concern and valued community amenities. map.social simplifies the mapping process and familiarizes users with all areas of the community in a manner that is intuitive, interactive, and effective. Input from users allows us to create a composite map of community issues to assist with the establishment of community goals and policies. Working with staff, we will tailor map.social with tools that allow residents and stakeholders the opportunity to map specific issues, opportunities, assets, and features unique to Fremont.

2d. Community-Wide Kick-off Event

The Project Team will work with City staff to host an exciting "all are welcome" community-wide kick-off event to get residents and stakeholders motivated to participate in the development of the plan. This event is intended to educate and inspire participants of all ages to get involved and take ownership of the process and the future of the City. The event can be hosted in-person or online depending on project timing and community needs. The format will be customized, but could include an overview of the planning process and local trends influencing the process, a Q&A/Panel Discussion, breakout

discussions, or simple engagement exercises such as live polling. The City will provide Spanish translator(s) to ensure that all Fremont residents are able to participate in the workshop.

2e. Key Stakeholder Interviews and Focus Group Discussions (up to 12)

Key stakeholder interviews and focus group discussions allow us to obtain first-hand insight into the community from a diverse array of perspectives. Key stakeholder interviews are conducted with one to two participants. Small focus groups are made up of two to three participants gathered around a specific topic. Up to 12 confidential interviews or focus group discussions will be conducted to obtain additional information regarding local issues and potentials. The Project Team will work with City staff to identify those individuals and groups to be interviewed. We recommend a broad sampling of interviewees who may possess unique perspectives or special insights into the community. Interviewees could include selected property owners, new and lifelong residents, local builders and developers, students, local businesspersons, area not-for-profits and service providers, and representatives from other government bodies, institutions, and civic groups. The stakeholder interviews and focus group discussions will be timed with other planned trips for the project if conducted in-person.

2f. Business Community Issues and Opportunities Workshop

This workshop will be targeted specifically to business owners and managers, developers, and Fremont's corporate citizens as an important stakeholder group. The purpose of the workshop is to establish a dialogue and obtain feedback from those members of the business community that have a unique insight and perspective and whose assistance and involvement is crucial to the Plan's ultimate success. The workshop will be scheduled to coincide with other in-person engagement activities and can be conducted in the early morning to minimize impacts to business owners or scheduled as part of a regular scheduled event where numerous property owners and business owners are typically in attendance. A web meeting format is also an option if in-person engagement is not able to be conducted.

2g. Student/Youth Workshop(s)

Through direct collaboration with local schools and teachers, the Project Team will facilitate two workshops to engage students and ask them questions about life in Fremont—what they like, what they do not like, and what they would like to see done differently. These workshops will be held in a public space to allow students to join and provide input. The student/youth workshop will be timed with other planned trips for the project if conducted in-person. A web meeting format is also an option if in-person engagement is not able to be conducted.

2h. Do-It-Yourself Workshop Kits

The Project Team will make DIY workshop kits available to City staff, as well as community groups throughout Fremont (e.g., chamber organizations, homeowners associations, places of worship, community organizations, neighborhood groups). DIY workshop kits will allow City staff and residents to facilitate their own workshops and gather input from specific segments of the population that may not otherwise participate in more formal planning activities. City staff will play a key role in helping distribute DIY workshop materials to target groups and then provide summary information to the Project Team. The Project Team can provide a virtual training session to City staff and community groups leaders. DIY workshop kits produced by the Project Team will be translated in Spanish and provided to City staff for review and use.

2i. Community Engagement Key Themes and Takeaways Summary

This step will conclude in a memo that summarizes the key themes and takeaways from all community outreach events. The memo will provide focus and direction for subsequent update activities and serve as the cornerstone of the consensus building process.

Step 2: Community Engagement Meetings:

- Community-Wide Kick-off Event

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- Key Stakeholder Interviews and Focus Group Discussions (up to 12)
- Business Community Issues and Opportunities Workshop
- Two Student/Youth Workshops

Step 2: Community Engagement Deliverables:

- Project Website
- Online Community Questionnaire
- map.social
- Do-It-Yourself Workshop Kits
- Community Engagement Key Themes and Takeaways Summary

Step 3: Existing Conditions Memorandum

This step will include the preparation of an Existing Conditions Memorandum that will be based on existing land use and transportation data, recent past plans and studies, information provided by the City, field reconnaissance conducted by the Project Team, and past experiences working in the Midwest.

3a. Past Plans, Studies, and Reports

The Project Team will conduct a thorough review of existing relevant plans, studies, and reports. This review process will help determine: 1) recently adopted City policies that need to be reflected in the new Comprehensive Plan and LRTP, 2) changes within the community that have occurred since the adoption of previous plans, 3) conflicts between or deficiencies within any existing plans, and 4) the validity of previously collected data.

3b. Demographic and Economic Profile

The Project Team will prepare a demographic analysis of the Fremont community that will include an analysis of recent trends in population, households, income, age and gender characteristics, racial and ethnic composition, and labor force and employment. The Project Team will concurrently formulate an economic profile that will provide a high-level overview of supply and demand trends for residential, retail, office, and industrial land uses. Coordination with the City and its partner organizations may be required to obtain certain data sets to aid in the development of this profile.

3c. Data Atlas

The Data Atlas will include a map book of existing conditions within the City's planning area. The Data Atlas will include information regarding existing land use and zoning, housing, transportation, community facilities, utilities, and services.

3d. Existing Conditions Memorandum

The Project Team will outline the existing conditions analysis in an interim memorandum detailing existing conditions, issues, and opportunities that will be addressed in the Plan. This working document will serve as a foundation for future steps in the planning process as the Project Team crafts an understanding of major priorities. The intent of the memorandum is not to provide an exhaustive inventory of all conditions, but an understanding and assessment of conditions relevant to developing the plan.

3e. Staff Review Call (web meeting)

The draft Existing Conditions Memorandum will be submitted to staff for review and comment. Appropriate revisions will be made prior to sending it to the Steering Committee.

3f. Steering Committee Working Session

The revised Comprehensive Plan and LRTP Update Existing Conditions Memorandums will be presented to the Steering Committee for review and comment. Appropriate revisions will be made prior to posting the document on the project website. As a review of draft content, this workshop can be conducted via

web meeting very effectively. If conducted in-person, this working session will be timed with the Community-wide Visioning Workshop (Step 4a).

Step 3: Existing Conditions Memorandum Meetings:

- Past Plans, Studies, and Reports Summary
- Demographic and Economic Profile
- Data Atlas
- Existing Conditions Memorandum

Step 3: Existing Conditions Memorandum Deliverables:

- Staff Review Call (web meeting)
- Steering Committee Working Session

Step 4: Community Vision, Goals, and Policies

The purpose of this step will be to establish an overall vision for the future of Fremont. The vision provides focus and direction for subsequent planning activities and serves as the cornerstone of the consensus building process. Based on the Vision and previous steps in the planning process, Preliminary Goals and Policies will be prepared.

UDC Coordination: This Step is meant to overlap with proposed Step 4 of the UDC Update process, allowing us to perform an analysis to identify areas of misalignment between the City’s zoning map and the Preliminary Land Use, Development, and Annexation Framework.

4a. Community-Wide Visioning Workshop

The Community-Wide Visioning Charrette will involve the Project Team, City staff, elected and appointed officials, the Steering Committee, and all interested members of the community. The session will include both large- and small-group working sessions to review and discuss conditions and potentials within the City. The large group will work together to identify issues and opportunities, and the small “breakout” groups will work together to develop “visions” for the future of the community. It will conclude with general agreement and understanding regarding the long-term role and character of Fremont and the projects and improvements that will be desirable in the future. A Spanish translator(s) will be engaged to ensure that all Fremont residents are able to participate in the workshop. If conducted in-person, this event will be timed with the Existing Conditions Steering Committee working session (Step 3f).

4b. Community Vision Statement, Preliminary Goals, and Policies

Following the Community Visioning Workshop and Transportation Engagement Event, the Project Team will summarize the results of the group discussions. The draft Vision Statement and preliminary Goals and Policies for Fremont will be prepared to provide more specific focus and direction for planning recommendations. This step will be based on the Community Visioning Workshop and Transportation Engagement Event, feedback from other community outreach activities, input from City staff, and observations from the Project Team.

4c. Preliminary Land Use, Development, and Annexation Framework

In addition to the Community Vision Statement and Preliminary Goals and Policies, this step will include the development of the Preliminary Land Use, Development, and Annexation Framework. The Preliminary Land Use, Development, and Annexation Framework will form the core of the Land Use Plan element and will identify and address a range of land use topics such as desired development patterns, new growth areas, land use compatibility issues and mitigation strategies, downtown and historic area revitalization, targeted infill development, and floodplain and conservation areas. This first core element will provide the overarching guidance to all other land use related components of the Comprehensive Plan and will identify the preferred growth management approach to accommodate anticipated changes

in development and Sanitary Improvement Districts. Appropriate revisions will be made prior to sending it to the Steering Committee.

4d. Staff Review Meeting (web meeting)

The draft Community Vision Statement and Preliminary Goals and Policies and Preliminary Land Use, Development, and Annexation Framework will be submitted to staff for review and comment.

4e. Student/Youth Workshop(s)

The revised Community Vision Statement and Preliminary Goals and Policies and Preliminary Land Use, Development, and Annexation Framework will be presented at two student/youth workshops for review and comment. These workshops will be held in a public space to allow students to join and provide input. The student/youth workshops will be timed with other planned trips for the project if conducted in-person. A web meeting format is also an option if in-person engagement is not able to be conducted.

4f. Steering Committee Working Session

The revised Community Vision Statement and Preliminary Goals and Policies and Preliminary Land Use, Development, and Annexation Framework will be presented to the Steering Committee for review and comment. Appropriate revisions will be made prior to posting the document on the project website and developing the Travel Demand Model. The working session will be timed with other planned trips for the project if conducted in-person. A web meeting format is also an option if in-person engagement is not able to be conducted.

Step 4: Community Vision, Goals, and Policies Meetings:

- Community-Wide Visioning Workshop
- Staff Review Meeting (web meeting)
- Two Student/Youth Workshops
- Steering Committee Working Session

Step 4: Community Vision, Goals, and Policies Deliverables:

- Community Vision Statement
- Preliminary Goals and Policies
- Preliminary Land Use and Development Framework
- Preliminary Annexation Framework

Step 5: City-Wide Frameworks

The Frameworks will establish City-Wide policies for several different areas of concern including more detailed discussion of housing and economic development; community facilities, utilities, services; annexation and growth; and long-range transportation. The Project Team will conduct a series of web meetings focusing on the key components that will be combined to make up the Comprehensive Plan.

Each web meeting will provide an opportunity for the Project Team, City staff, and the Steering Committee to discuss preliminary policies, plan recommendations, and initial maps and graphics. Web meetings will be hosted by the Project Team and recorded for City staff and Steering Committee members unable to attend. The use of web meetings will increase the number of touch points between the Project Team, staff, and the Steering Committee. This will provide for a more responsive and efficient workflow that minimizes potential for issues and time-consuming revisions and maximizes Project Team resources spent on plan development. This process will also enable incremental review of draft plan content by staff and the Steering Committee, rather than wholesale review which can be arduous and dilute quality of input.

5a. Housing Framework

The Housing Framework will consider location, type, age, and condition of housing; owner and renter occupancy; and affordability of housing. This element will identify the recommended location for different housing types to meet the current and future needs of Fremont’s residents. This will include a discussion of anticipated impacts of reported demographic trends such as the aging of the population and regional growth.

5b. Economic Development Framework

The Economic Development Framework will consider labor force and labor force characteristics, employment by place of work and residence, and analysis of the economic base. This element will provide additional detail and guidance regarding desired retail, office, and industrial development. It will also outline policies designed to strengthen employment, job creation, and to provide and grow a diverse and thriving tax base for the City.

5c. Downtown Subarea Plan

Based on work and the results of the previous steps in the planning process, a preliminary Downtown Subarea Plan will be prepared. Using a series of three Frameworks, the subarea plan will address land use and development, priority development opportunity sites, urban design components, transportation and mobility, and streetscape and beautification. The Downtown Subarea Plan will provide detailed recommendations for properties inside the Downtown Commercial District (DC) area. Each Framework will address surrounding neighborhoods and adjacent districts to indicate how the Downtown should interact with those areas moving forward.

- **Urban Design and Development Framework.** Building from the preliminary land use plan, the Urban Design and Development Framework will provide recommendations to guide land use, development intensity, and character.
- **Transportation and Circulation Framework.** This framework will prioritize pedestrian mobility and safety and overall access and circulation. The Plan will identify how linkages can be created between various uses and properties in and around Downtown.
- **Streetscape Framework.** This framework will address streetscape and gateway opportunities and identify strategies for beautifying the Downtown area and strengthening sense of place.
- **Regulatory Strategies Framework.** A detailed regulatory strategies framework will be created that identifies needed changes to the City’s zoning ordinance and overlay districts, zoning map, and development procedures and processes. The regulatory framework will identify specific sections that must be amended to facilitate the recommendations of the Downtown Subarea Plan. All appropriate regulatory components will be addressed, including height, setback, uses, special uses, permitted uses, design standards, and overlay and district boundaries. The regulatory strategies framework will be incorporated into the UDC Update process to immediately amend the zoning ordinance upon adoption of the Comprehensive Plan.

5d. Housing, Economic Development, and Downtown Subarea Plan Steering Committee Working Session (web meeting)

This web meeting will provide an overview of recommendations related to housing policy and economic development. The Housing Framework, Economic Development Framework, and Subarea Plan will provide additional detail to land use and development policies identified as part of the Preliminary Land Use, Development, and Annexation Framework.

5e. Community Facilities, Utilities, and Services Framework (including flooding, drainage, and parks / recreation)

The Community Facilities, Utilities, and Services Framework will identify and inventory community facilities in the City, and include recommendations and policies for municipal facilities, services, and

infrastructure. This section will also include strategies and policies to address issues of flooding and drainage. Green infrastructure strategies will also be evaluated to identify opportunities to better leverage stormwater as an asset within future development and minimizing the volume entering the system.

5f. Annexation and Growth Framework (including Sanitary Improvement Districts)

The Annexation and Growth Framework will include strategies for the planned and strategic growth of the Fremont community and recommendations regarding the extension of the sanitary improvement districts. Conversely, land use and development policies will be evaluated based on an understanding of potential barriers to service extension.

5g. Community Facilities, Utilities, and Services and Annexation and Growth Steering Committee Working Session (web meeting)

This web meeting will provide an overview of the Community Facilities, Utilities, and Services Framework and the Annexation and Growth Framework.

Step 5: City-Wide Frameworks Meetings:

- Housing, Economic Development, and Downtown Subarea Plan Steering Committee Working Session (web meeting)
- Community Facilities, Utilities, and Services and Annexation and Growth Steering Committee Working Session (web meeting)

Step 5: City-Wide Frameworks Deliverables:

- Housing Framework
- Economic Development Framework
- Downtown Subarea Plan
- Community Facilities, Utilities, and Services Framework
- Annexation and Growth Framework

Step 6: Draft Comprehensive Plan Document and Adoption

The culmination of the planning process will be the preparation of the final comprehensive plan document that will be approved and adopted by the City of Fremont. Feedback received from City staff, the Steering Committee, and the Open House will be incorporated into the Final Comprehensive Plan which will then be brought to the Planning Commission and City Council for public hearing, consideration, and adoption.

6a. Prepare Draft Comprehensive Plan

Utilizing work completed in the preceding steps, a draft Comprehensive Plan document will be prepared for local review and consideration.

6b. Implementation Strategy

The draft plan will also include a detailed implementation strategy that identifies specific projects and actions necessary to realize the vision and goals outlined in the plan.

6c: Downtown Catalyst Site Development Concepts (up to 3)

Detailed development concepts and visualizations will be prepared for three (3) key catalytic development opportunity sites identified in the Downtown Subarea Plan. Development concepts will include detailed site plans and development visualizations that provide specific recommendations regarding building mass and orientation, site access and circulation, site amenities, parking and landscaping location and design. Character images of desired development types and an outline of key design considerations will also be provided for each site.

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Development of the site development concepts will be an iterative process driven by City staff input. The Project Team will first outline potential design programs for each site using hand sketched plan view graphics. City staff input will be used to refine the design programs and agree on preferred design for each site including character images. A massing model that illustrates the preferred program in 3D will then be developed for each site. Finally, the draft models will be revised based on staff input and additional details will be applied to the models including building facades and environmental context.

6d. Staff Review of Draft Comprehensive Plan

The draft Comprehensive Plan will be submitted to staff for review and comment. Appropriate revisions will be made prior to sending it to the Steering Committee.

6e. Draft Comprehensive Plan Steering Committee Working Session

The revised draft Comprehensive Plan will be presented to the Steering Committee for review and comment. Appropriate revisions will be made prior to posting the document on the project website.

6f. Draft Comprehensive Plan Public Open House (2 Locations)

A series of up to two community open houses will be held to allow residents and community members to drop in, review, and discuss the draft comprehensive plan. At the open house events, members of the Project Team and City staff will be on hand to present the material, answer questions, and get feedback on the draft plan prior to initiating the official public hearing process. The open houses will be timed to occur during the same engagement trip and could be held at different locations and times to maximize community input. The City will provide Spanish translator(s) at the open houses to ensure that all Fremont residents are able to participate in the workshop.

6g. Final Comprehensive Plan

Feedback received from City staff, the Steering Committee, and the Open House will be incorporated into the Final Comprehensive Plan and LRTP which will then be brought to the Planning Commission and City Council for public hearing, consideration, and adoption.

6h. Final Comprehensive Plan to Planning Commission

In accordance with the State's statutory requirements, the final Comprehensive Plan will be presented to the Planning Commission at a public hearing. Based on review and discussion, and based on public feedback during the public hearing, a revised final Comprehensive Plan will be prepared for recommendation to the City Council.

6i. Final Comprehensive Plan to City Council for Adoption

The revised final Comprehensive Plan will be presented to the City Council for consideration and adoption. Presentation materials that incorporate any plan revisions will also be provided to City staff to conduct any additional adoption meetings required at the municipal level. At the conclusion of the project, all of the background data and information compiled by the Project Team during the course of the study will be forwarded to City staff.

6j. Interactive Web Based Plan (OPTIONAL)

The proposed planning process for Fremont will yield a traditional "long form," complete comprehensive plan. A PDF of the plan will allow for printing and on-screen viewing and easy distribution, searching, and navigation. In addition, we will leverage ArcGIS Online Storymap to create an "app", providing a fully interactive version of the Comprehensive Plan. Combined with photos, text, websites, and other media, ArcGIS Online will power interactive maps that can be queried and explored, providing an engaging, "digital" comprehensive plan. Plan content will be interwoven with attractive maps, visuals, and interactive content that simplifies navigation between related, cross-referenced components of the Plan. This step will take place after the Plan is adopted, as it cannot be completed prior to adoption. Completion of this

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step will not be deemed an extension of the overall project timeline even if it extends beyond the project's contracted timeline.

Step 6: Comprehensive Plan Document and Adoption Meetings:

- Staff Review of Draft Comprehensive Plan
- Draft Comprehensive Plan Steering Committee Working Session
- Draft Comprehensive Plan Public Open House (2 Locations)
- Final Comprehensive Plan to Planning Commission
- Final Comprehensive Plan to City Council for Adoption

Step 6: Comprehensive Plan Document and Adoption Deliverables:

- Prepare Draft Comprehensive Plan
- Implementation Strategy
- Downtown Catalyst Site Development Concepts (up to 3)
- Final Comprehensive Plan
- Interactive Web Based Plan (OPTIONAL)

Section 3:

LONG RANGE TRANSPORTATION PLAN (LRTP) SCOPE OF SERVICES

Our Project Team’s scope of work for the City of Fremont’s Long Range Transportation Plan (LRTP) Update will be undertaken concurrently with the City’s Comprehensive Plan and Unified Development Code (UDC) Update. To manage these three projects seamlessly, every effort will be made by the Project Team and City staff to coordinate outreach events and activities to maximize project efficiencies and resource allocation. As indicated below with “JOINT STEP” these identified meetings or deliverables will be considered a combined activity serving all three projects.

As we engage the community, efforts will be made to adhere to CDC, Nebraska, and Fremont guidelines and social distancing measures. If social distancing requirements limit the size of groups that can meet, we will work with City staff to develop an outreach format that meet the outreach objectives identified in our scope or work.

Step 1: Project Initiation

Kick-off meetings and workshops will be conducted with key City staff, officials, and a Steering Committee prior to undertaking other community outreach activities. The meetings included in Step 1 will occur during our first trip to Fremont and will be combined with the meetings included in Step 1 of our scope of work for the Comprehensive Plan and UDC Update. Combined meetings will ensure that consistent feedback informs each project and will streamline the process for staff, elected and appointed officials, and steering committee members.

Comprehensive Plan and UDC Update Coordination: The branding of the LRTP Update will build off of design efforts conducted for the Comprehensive Plan. The graphic design and communications experts on our project team will work with City staff to establish a joint “identity” for all three projects, clearly communicating the importance and interdependence of the planning efforts.

- 1a. Staff Coordination Call (JOINT STEP)
- 1b. Community Education – Branding and Collateral (JOINT STEP)
- 1c. Data Collection (JOINT STEP)
- 1d. Staff Kick-Off Meeting and City Tour (JOINT STEP)
- 1e. Department Heads Meeting (JOINT STEP)
- 1f. Steering Committee Kick-Off Workshop (JOINT STEP)
- 1g. Elected and Appointed Officials Roundtable Workshop (JOINT STEP)

Step 2: Community Engagement

Our proposed outreach process for the LRTP Update includes both traditional (face-to-face) and web-based activities in English and Spanish to obtain the broadest levels of participation possible. If face-to-face engagement is not feasible or desirable at a particular point in the process, we will work with City staff to reallocate time and resources and identify the best online engagement tools and web meeting formats to supplement outreach efforts. Throughout the LRTP Update, the Project Team will participate in progress calls and meetings with the steering committee and key stakeholders. It is anticipated that Project Team participation in these calls, meetings with focus groups and key stakeholders, would occur approximately eight times over LRTP Update development.

Comprehensive Plan and UDC Update Coordination: Engagement events for the LRTP Update will run parallel with those conducted for the Comprehensive Plan and UDC Update.

- 2a. Project Website (JOINT STEP)
- 2b. Online Community Questionnaire (JOINT STEP)
- 2c. map.social (JOINT STEP)
- 2d. Community Wide Kick-off Event (JOINT STEP)
- 2e. Community Engagement Key Themes and Takeaways Summary (JOINT STEP)

Step 3: LRTP Existing Conditions Memorandum

This step will include the preparation of an Existing Conditions Assessment that will be based on existing transportation data, recent past plans and studies, information provided by the City, field reconnaissance conducted by the Project Team, and past experiences working in the Midwest.

3a. Past Plans, Studies, and Reports

This review process will help determine: 1) recently adopted City policies that need to be reflected in the new Comprehensive Plan and LRTP, 2) changes within the community that have occurred since the adoption of previous plans, 3) conflicts between or deficiencies within any existing plans, and 4) the validity of previously collected data.

3b. Traffic Safety

Project Team will use the last 5-years of available crash data from Nebraska Department of Transportation (NDOT) and identify the 10 highest frequency crash intersections during that period.

3c. Traffic Operations

Project Team will review available NDOT daily traffic count data and apply a planning-level approach to estimate current traffic operations on the street and roadway system. The planning-level volume-to-capacity (V/C) methodology will be based on daily traffic counts and estimates of peak hour flow capacity. Local staff will be engaged to determine the appropriate level-of-service (LOS) thresholds for determining traffic operations needs. This scope of work does not assume any highway capacity manual peak hour traffic operations analysis.

3d. Bicycle and Pedestrian Connections

The Project Team will first need to benchmark progress made on the project list from previous planning studies, then refine the list based on changing community needs and the findings of the Comprehensive Plan. Bike and pedestrian system needs will be based on public and stakeholder input, observed system gaps, and a review of the Greenprint for Tomorrow bike and trails concepts. If City GIS data are available, the Project Team proposes using that data within GIS to assess the demand for bicycle and pedestrian connections, and then assess network connectivity and gaps in the non-motorized system.

3e. Transit Operations

The Project Team will review current public transit operations, develop a short profile of the current system, and identify public transit opportunities from the issues identified in community input process and information from City staff. Commute patterns from LEHD "On the Map" will be reviewed to determine if there are high concentrations of commute trips that might be candidates for enhanced transit services. A discussion of the public transit opportunities will be included in the Comprehensive Plan.

3f. Freight issues:

A freight issues assessment will be developed through already-available data, including any available data from the NDOT Freight Plan, and through input received from the public and stakeholders.

3g. Aviation

The Project Team will compile information from the current Airport Master Plan, the community input process and the City staff related to aviation. A discussion regarding aviation will be included in the Comprehensive Plan.

3h. Railroad

The Project Team will compile information from the community input process and City staff related to railroad opportunities. A discussion regarding railroad opportunities will be included in the Comprehensive Plan.

3i. Existing Conditions Memorandum

The Project Team will outline the LRTP Existing Conditions in an interim memorandum detailing existing conditions, issues and opportunities that will be addressed in the Plan. This working document will serve as a foundation for future steps in the planning process as Project Team crafts an understanding of major priorities. The intent of the memorandum is not to provide an exhaustive inventory of all conditions, but an understanding and assessment of conditions relevant to developing the plan.

3j. Existing Conditions Staff Review Call (web meeting)

The draft Existing Conditions Memorandum will be submitted to staff for review and comment. Appropriate revisions will be made prior to sending it to the Steering Committee.

3k. Existing Conditions Steering Committee Working Session

The revised LRTP and Comprehensive Plan Existing Conditions Memorandums will be presented to the Steering Committee for review and comment. Appropriate revisions will be made prior to posting the document on the project website. As a review of draft content, this workshop can be conducted web meeting very effectively. If conducted in-person, this working session will be timed with the Community-wide Visioning Workshop (Step 4a).

Step 4: Community Vision, Goals, and Policies

The purpose of this step will be to establish an overall vision for the future of Fremont. The vision provides focus and direction for subsequent planning activities and serves as the cornerstone of the consensus building process. Based on the Vision and previous steps in the planning process, Preliminary Goals and Policies will be prepared.

4a. Transportation Engagement Event – Issues Identification workshop

The Transportation Engagement Event will be an engagement event dedicated to the LRTP process to get input from the community specific to multimodal transportation concepts, issues, and opportunities. It is anticipated that this workshop will be held in concert with a Comprehensive Plan meeting milestone. As noted in the proposal, potentially a pop-up event. The workshop will provide mapping and markers for participants to give their multimodal suggestions for improvements in the study area. Two Project Team staff would attend this workshop.

The Project Team can prepare potential tactical urbanism exercises to test out solutions to issues identified through previous outreach events. Tactical urbanism uses short-term, low-cost, and scalable interventions to catalyze long term change. Examples of such an approach include using low-cost materials such as tape or paint to transform local on-street parking to bike lanes, installing temporary pedestrian crosswalks, or establishing short-term road diets. City Staff will be responsible for the installation, management, and removal of any suggested tactical urbanism projects.

4b. Transportation Vision Statement, Preliminary Goals, and Policies

Following the Community Visioning Workshop and Transportation Engagement Event, the Project Team will summarize the results of the group discussions. The draft Vision Statement and preliminary Goals and Policies for Fremont will be prepared to provide more specific focus and direction for planning recommendations. This step will be based on the Community Visioning Workshop and Transportation Engagement Event, feedback from other community outreach activities, input from City staff, and observations from the Project Team.

The transportation goals and objectives will leverage the public input noted above, but where consistent with local priorities will also tie into Nebraska state transportation goals (from several NDOT documents) and Federal transportation planning factors. The transportation goals and objectives developed through this process will be the foundation for prioritizing projects and strategies for inclusion in the LRTP project list.

4c. Staff Review Meeting (web meeting)

The draft Transportation Vision Statement, Preliminary Goals, and Policies will be submitted to staff for review and comment.

4d. Steering Committee Working Session

The revised draft Community and Transportation Vision Statement, Preliminary Goals, and Policies and Preliminary Land Use, Development, and Annexation Framework will be presented to the Steering Committee for review and comment. Appropriate revisions will be made prior to posting the document on the project website and developing the Travel Demand Model.

4e. LRTP Travel Demand Model

The Project Team will be provided the current TransCAD travel demand forecasting files developed from the previous 2012 Long Range Transportation Plan effort. Project Team will:

- **Update Base Year Model.** A base year TransCAD model will be updated to current conditions, based on the availability of socio-economic data and the latest City / NDOT average daily traffic counts. LEHD data and City building permit data will be used to update to a newer base year (approximately 2018 based on count data). It is anticipated that the current functionality of the model will be maintained, with the addition of a truck forecasting element for the model. The truck forecasting element will be based on the Quick Response Freight Manual, with national parameters used to generate truck trips. The truck portions of the model will not be calibrated to local conditions due the lack of an extensive truck count database. It is anticipated that the Nebraska Statewide model will be consulted for developing the external travel patterns associated with the model.
- **Model Validation.** based on local and national data sources, the updated base year model will be calibrated to current conditions. Project Team will calibrate the model to industry-accepted and NDOT's standards.
- **Develop a Future Year Model.** A future year TransCAD model will be developed using the future land use information developed through the Comprehensive Plan update and any "committed" transportation projects. It is anticipated the future year for the model will be 2045 or 2050.
- **Analyze Transportation Alternatives.** The roadway transportation alternatives developed as a part of the Comprehensive Plan / LRTP process will be analyzed using the Future Year Model.
- **Develop Transportation Plan Model.** The major roadway transportation alternatives selected to be included in the Comprehensive Plan will incorporated into the future year LRTP model scenario.
- **Model Documentation.** Project Team will develop a technical memorandum summarizing the travel demand model update and calibration results.

4f. Staff Review Meeting (web meeting)

A review meeting that will include the Project Team, City staff, and NDOT staff will be conducted to present the Travel Demand Model. The model will leverage the revised land use framework that is delivered following Steering Committee review and comment (Step 4f).

Step 5: Transportation Framework Plans

The outcome of the project and strategy assessment phase will be a prioritized set of recommendations for inclusion in the LRTP Update. The Project Team will conduct a series of web meetings focusing on the key components that will be combined to make up the LRTP Update.

Each web meeting will provide an opportunity for the Project Team, City staff, and the Steering Committee to discuss preliminary policies, plan recommendations, and initial maps and graphics. Web meetings will be hosted by the Project Team and recorded for City staff and Steering Committee members unable to attend. The use of web meetings will increase the number of touch points between the Project Team, staff, and the Steering Committee. This will provide for a more responsive and efficient workflow that minimizes potential for issues and time-consuming revisions and maximizes Project Team resources spent on plan development. This process will also enable incremental review of draft plan content by staff and the Steering Committee, rather than wholesale review which can be arduous and dilute quality of input.

5a. LRTP Project and Strategy Assessment

The Project Team will work with City staff to prioritize multimodal improvement projects and strategies based on Plan goals and objectives. A list of major strategies and projects will be developed to address the issues identified in the LRTP. Specific multimodal improvement concepts will include:

- **Roadway Improvements.** The Project Team will develop roadway improvement concepts from the major issues identified in community input process, the travel demand model process, and information from City staff. It is anticipated that these projects will not include maintenance, rehabilitation, and reconstruction projects, but will instead focus on system or service improvements that address the safety and mobility issues identified in Step 3. All concepts will be developed at a planning level, and will not include any engineering or design work. The roadway improvement concepts will be summarized in terms of improvement type, general project limits, project purpose, and project extent illustrated on aerial photography. Planning level cost estimates will be developed for each improvement. It is assumed that up to 10 roadway improvements will be developed.
- **Bicycle/Pedestrian Improvements.** The Project Team will develop bicycle/pedestrian improvements from the issues identified in community input process and information from City staff. All concepts will be developed at a planning level, and will not include any engineering or design work. The bicycle/pedestrian improvements will be summarized in terms of improvement type, general project limits, project purpose, and project extent illustrated on aerial photography. Planning level cost estimates will be developed for each improvement. It is assumed that up to 12 bicycle/pedestrian improvements will be developed.

Policies developed in Step 4b will be reviewed to develop a scoring approach to help prioritize the potential strategies and projects. City funding levels and staff interviews will be reviewed to determine which projects can reasonably be funded with current City resources. Additional potential state funding sources will be summarized for projects that do not fit within reasonable City funding levels.

5b. LRTP Project and Strategy Assessment Steering Committee Working Session (web meeting)

This web or in-person meeting will include the review and prioritization of projects and strategies included within the LRTP with the Steering Committee. At this workshop, potential strategies for inclusion in the

plan will be available for review and feedback from plan stakeholders. Two Project Team staff would attend this workshop.

Step 6: LRTP Update Plan Document and Adoption

The culmination of the planning process will be the preparation of the LRTP Update plan document that will be approved and adopted by the City of Fremont. Feedback received from City staff, the Steering Committee, and the Open House will be incorporated into the Final LRTP Update which will then be brought to the Planning Commission and City Council for public hearing, consideration, and adoption.

6a. Prepare Draft LRTP Update

Utilizing work completed in the preceding steps, a draft Comprehensive Plan and LRTP document(s) will be prepared for local review and consideration.

6b. Implementation Strategy

The draft plan will also include a detailed implementation strategy that identifies specific projects and actions necessary to realize the vision and goals outlined in the plan.

6c. Staff Review of Draft LRTP Update

The draft LRTP Update will be submitted to staff for review and comment. Appropriate revisions will be made prior to sending it to the Steering Committee.

6d. Draft LRTP Steering Committee Working Session

The revised draft LRTP Update will be presented to the Steering Committee for review and comment. Appropriate revisions will be made prior to posting the document on the project website.

6e. Draft LRTP Update Public Open House

The draft LRTP will be presented to the public at an open house. At the open house, members of the Project Team and City staff will be on hand to present the material, answer questions, and get feedback on the draft plan prior to initiating the official public hearing process. Depending on community and project needs, the LRTP Update open house can be conducted at the same time as the Comprehensive Plan open house with dedicated input mechanisms as desired or required by NDOT. The City will provide Spanish translator(s) at the open houses to ensure that all Fremont residents are able to participate in the workshop.

6f. Final LRTP Update

Feedback received from City staff, the Steering Committee, and the Open House will be incorporated into the Final LRTP Update which will then be brought to the Planning Commission and City Council for public hearing, consideration, and adoption.

6g. Final LRTP Update to Planning Commission

The final LRTP Update will be presented to the Planning Commission at a public hearing. Based on review and discussion, and based on public feedback during the public hearing, a revised final LRTP Update will be prepared for recommendation to the City Council.

6h. Final LRTP Update to City Council for Adoption

The revised final LRTP Update will be presented to the City Council for consideration and adoption. Presentation materials that incorporate any plan revisions will also be provided to City staff to conduct any additional adoption meetings required at the municipal level. At the conclusion of the project, all of the background data and information compiled by the Project Team during the course of the study will be forwarded to City staff.

Section 4:

UNIFIED DEVELOPMENT CODE (UDC) SCOPE OF SERVICES

Our Project Team’s scope of work for the City of Fremont’s Unified Development Code (UDC) Update can be undertaken concurrently with the City’s Comprehensive Plan and Long-Range Transportation Plan (LRTP) Update. To manage these three projects seamlessly, every effort will be made by the Project Team and City staff to coordinate outreach events and activities to maximize project efficiencies and resource allocation. As indicated below with “JOINT STEP” these identified meetings or deliverables will be considered a combined activity serving all three projects.

As we engage the community, efforts will be made to adhere to CDC, Nebraska, and Fremont guidelines and social distancing measures. If social distancing requirements limit the size of groups that can meet, we will work with City staff to develop an outreach format that meet the outreach objectives identified in our scope of work.

Step 1: Project Initiation

To kick-off the planning process on the right foot, meetings and workshops will be conducted with key City staff, officials, elected and appointed officials, and a Steering Committee prior to undertaking other community outreach activities. The meetings included in Step 1 are proposed to occur during our first trip to Fremont and will be combined with the meetings included in Step 1 of our scope of work for the Comprehensive Plan and LRTP Update. Combined meetings will ensure that consistent feedback informs each project and will streamline the process for staff, elected and appointed officials, and steering committee members.

Comprehensive Plan and LRTP Update Coordination: The branding of the UDC Update will build off of design efforts conducted for the Comprehensive Plan. The graphic design and communications experts on our project team will work with City staff to establish a joint “identity” for all three projects, clearly communicating the importance and interdependence of the planning efforts.

- 1h. Staff Coordination Call (JOINT STEP)
- 1i. Community Education – Branding and Collateral (JOINT STEP)
- 1j. Data Collection (JOINT STEP)
- 1k. Staff Kick-Off Meeting and City Tour (JOINT STEP)
- 1l. Expedite Potential Zoning Code Amendments (as needed based on City staff direction)
- 1m. Department Heads Meeting (JOINT STEP)
- 1n. Steering Committee Kick-Off Workshop (JOINT STEP)
- 1o. Elected and Appointed Officials Roundtable Workshop (JOINT STEP)

Step 2: Community Engagement

Anticipating high levels of participation from an active and engaged community, our proposed outreach process for the UDC Update includes both traditional (face-to-face) and web-based activities in English and Spanish to obtain the broadest levels of participation possible. If face-to-face engagement is not feasible or desirable at a particular point in the process, we will work with City staff to reallocate time and resources and identify the best online engagement tools and web meeting formats to supplement outreach efforts. We are confident that the suite of online engagement tools we can provide will allow us to obtain the community input required to provide Fremont with the UDC it needs.

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Comprehensive Plan and LRTP Update Coordination: Engagement events for the UDC Update will run parallel with those conducted for the Comprehensive Plan and LRTP Update.

- 2f. Project Website (JOINT STEP)
- 2g. Online Community Questionnaire and Engagement Tool (JOINT STEP)
- 2h. map.social (JOINT STEP)
- 2i. Residential Areas Zoning Community Workshop (in-person)
- 2j. Commercial and Industrial Areas Zoning Community Workshop (in-person)
- 2k. Sign Ordinance Focus Group (in-person)
- 2l. Subdivision Ordinance Focus Group (in-person)
- 2m. Flooding and Stormwater Focus Group (in-person)
- 2n. Key Stakeholder Interviews (up to 15 and can be conducted in-person or by web meeting)
- 2o. Community Engagement Key Themes and Takeaways Summary

Step 3. Diagnostic Report

This step begins with a thorough review of the City's existing UDC to determine the strengths and weaknesses of the existing regulations as a baseline for preparing all updates. The review and assessment of the existing UDC will entail a detailed chapter-by-chapter, section-by-section review, highlighting areas where the existing regulations, standards, procedures, processes, and other requirements are problematic. The existing regulations will be measured against national best practices and the need to effectively accommodate property investment while safeguarding and ensuring community character and sense of place.

We will conduct a conformity analysis to test existing development conditions against the bulk and use standards of the current code. This level of analysis is important, not only to determine if existing development is consistent with the existing code, but to fully understand the impact of new regulations on existing development, so as not to inadvertently create an excessive amount of legal non-conforming structures. The updated UDC will need to not only appropriately guide and regulate new development going forward but must also work with the existing building stock and development pattern in established and historic areas of the City.

Finally, the findings of initial outreach and analysis will be packaged into a Diagnostics Report. This report will include narrative text, diagrams, tables, maps, renderings, photographs, and other appropriate elements to describe the issues with current regulations, and the concerns and priorities identified by the community.

- 3a. Review and Assessment of Existing UDC
- 3b. Regulations Testing
- 3c. Best Practices Research
- 3d. Diagnostics Report
- 3e. Staff Review Call
- 3f. Steering Committee Working Session (web meeting)

Step 4. Preliminary Recommendations

After receiving feedback from City staff and the Steering Committee on the Diagnostic Report, the preliminary recommendations framework will be crafted. The framework will include an overall organization of the updated UDO as well as identify strategies for how to proceed, what to prioritize, and approaches to be considered in order to resolve the identified issues.

Comprehensive Plan Coordination: This Step is meant to overlap with the step of the Comprehensive Plan and LRTP Update process where a preliminary land use, development, and annexation framework is developed. This will allow us to perform an analysis to identify areas of misalignment between the City's zoning map and the preliminary land use, development, and annexation framework.

- 4a. Preliminary Recommendations Framework
- 4b. Preliminary Land Use and Zoning Map Alignment Analysis
- 4c. Staff Review (web meeting)
- 4d. Steering Committee Working Session

Step 5. Draft UDC Articles

This step includes the development of draft zoning language based on the feedback received from City staff and the Steering Committee on the Preliminary Recommendations Framework and Preliminary Land Use and Zoning Map Alignment Analysis performed as a part of Step 4. Steps 5a and 5b will include standards for older, existing residential, commercial, and industrial neighborhoods, and appropriate zoning for transitional areas. Step 5c will include supplemental use regulations, address short term rentals, accessory use regulations including fencing and accessory structure design and sizing, and enhanced standards for limited and conditional uses. Step 5e will include guidelines for historic districts, concise understandable standards are regulations for new developments, landscape standards, opportunities for green infrastructure, mixed use standards for existing corridors and in new developments, as well as design standards. Step 5f will include updates to existing signage regulations to ensure compliance with the 2016 Supreme Court decision in the Reed vs. Gilbert case the prohibits content based sign regulation. Step 5h will include subdivision design standards and will be coordinated with the City's other land development standards. Step 5i will provide administrative approval opportunities and guidelines for planned developments.

Draft Articles will be delivered to staff and the Steering Committee iteratively in order to gain feedback and refine revisions before the full draft is developed as a part of the next step. Graphics, diagrams, illustrations, and other visualizations will be developed as a part of each draft article to support and clearly communicate proposed revisions. The Project Team will conduct a series of web meetings focusing on the key components that will be combined to make up the UDC. Each web meeting will provide an opportunity for the Project Team, City staff, and the Steering Committee to discuss preliminary policies, recommendations, and initial maps and graphics.

Web meetings will be hosted by the Project Team and recorded for City staff and Steering Committee members unable to attend. The use of web meetings will increase the number of touch points between the Project Team, staff, and the Steering Committee. This will provide for a more responsive and efficient workflow that minimizes potential for issues and time-consuming revisions, and maximizes Project Team resources spent on code updates. This process will also enable incremental review of draft UDC content by staff and the Steering Committee, rather than wholesale review which can be arduous and dilute quality of input.

- 5a. Establishment of Districts
- 5b. District Specific Standards
- 5c. Use Specific Standards
- 5d. District and Use Standards Steering Committee Working Session (web meeting)
- 5e. General Development Standards
- 5f. Sign Standards
- 5g. General Development and Sign Standards Steering Committee Working Session (web meeting)
- 5h. Subdivision Standards
- 5i. Administration and Enforcement Standards
- 5j. Subdivision and Administration and Enforcement Standards Steering Committee Working Session (web meeting)

Step 6. Draft UDC and Adoption

This step will include the compilation of draft Articles into a draft UDC for local consideration and discussion. The draft document will be reviewed by City staff and the Steering Committee prior to being brought to the community for a public open house. Feedback received on the draft document will be incorporated and the final UDC will be presented to the Planning Commission and City Council for the formal public hearing process and, ultimately, the adoption of the new UDC and Zoning Map. After the adoption of the new UDC the project team will work with the City to develop an interactive web based UDC, by providing the formats necessary for Municode or other City-preferred online codification service.

Comprehensive Plan Coordination: The adoption process of the UDC Update will follow the adoption process of the Comprehensive Plan and LRTP Update.

- 6a. Prepare Draft UDC and Zoning Map
- 6b. Definitions
- 6c. Staff Review of Draft UDC and Zoning Map
- 6d. Draft UDC Steering Committee Working Session
- 6e. Draft UDC Public Open House
- 6f. Final UDC and Legal Review
- 6g. Final UDC to Planning Commission
- 6h. Final UDC to City Council

Section 5: **HOURLY RATES**

Project Team Staff Plan

Individuals identified below represent staff to be assigned to the Comprehensive Plan, LRTP Update, and UDC Update projects. Additional non-identified staff will be used as appropriate.

Company	Staff Name	Position	Rates*
Houseal Lavigne	John Houseal	Principal Cofounder	\$ 230
Houseal Lavigne	Devin Lavigne	Principal Cofounder	\$ 230
Houseal Lavigne	Nik Davis	Principal	\$ 200
Houseal Lavigne	Jackie Wells	Planner II	\$ 140
Houseal Lavigne	Trisha Parks	Planner II	\$ 130
Houseal Lavigne	Daniel Tse	Planner II	\$ 130
Houseal Lavigne	Sean Tapia	Planner II	\$ 115
Houseal Lavigne	Kirsten Weismantle	Planner I	\$ 105
HDR	Brian Ray	QC Review	\$ 245
HDR	Jason Carbee	LRTP Lead	\$ 200
HDR	Jake Weiss	Traffic Engineer	\$ 125
HDR	Andrew Eckerson	Data Analyst	\$ 114
HDR	Eric Wilke	Travel Modeler	\$ 113
HDR	Jeremy Williams	Transportation Planner	\$ 85

** Estimated 2021 Hourly Rates*

Additional non-identified staff support for both firms provided at the hourly rates below.

Houseal Lavigne

Principal	\$200-\$230
Senior Project Manager	\$150-\$165
Project Manager	\$140
Planner II	\$130
Planner I	\$100-\$120
Clerical/Technical	\$65

HDR

Senior Advisor	\$225
Senior Planner/PM	\$195
Transportation Planner	\$85-\$125
Transportation Engineer	\$85-\$125

RESOLUTION NO. 2020-201

A Resolution of the City Council of the City of Fremont, Nebraska, to approve a contract with Houseal Lavigne to provide services to update the Unified Development Code (UDC); Comprehensive Plan and associated Long Range Transportation Plan (LRTP).

WHEREAS, The City of Fremont issued requests for proposals (RFPs) to update the UDC; Comprehensive Plan and associated LRTP; and,

WHEREAS, A qualifications-based review of the proposals and subsequent interviews were held by a team including the Mayor, City Council representatives, Planning Commission representatives and, Department Heads; and,

WHEREAS, The firm Houseal Lavigne was determined to be the best qualified firm to update the UDC; and,

WHEREAS, The team of firms Houseal Lavigne and HDR were determined to be the best qualified team to update the Comprehensive Plan and Long Range Transportation Plan.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Fremont hereby approves a contract with Houseal Lavigne Associates, LLC for a cost not to exceed \$550,000 (\$140,000 to update the UDC, \$285,000 to update the Comprehensive Plan including a downtown sub area plan, and \$125,000 to update the Long- Range Transportation Plan) and authorize the Mayor to sign the agreement.

PASSED AND APPROVED THIS 13 DAY OF OCTOBER, 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Laura England-Biggs, Acting Library Director

DATE: October 13, 2020

SUBJECT: Tetrad Property Group Project Management Contract – Library Expansion Project

Recommendation: Motion to authorize the mayor to sign the agreement with Tetrad Property Group for the Project Management fees for the library expansion project through completion.

Background:

The following committee members met and selected, through a rating criterion, to hire Tetrad Property Group for the Project Management services.

1. Tina Walker – Library Director
2. Laura England-Biggs – Asst Director
3. Larry Jirsak – Library Board President
4. Garry Clark – CEO of GFDC
5. Dave Goedeken – Director of Public Works City of Fremont
6. Denise Kay – President of FOKML

The fee schedule (Exhibit B) includes a Consulting Fee of \$42,000 for Phase 1 of the project (Pre-Development Services). Phase 2 (Pre-Construction, Construction and Post-Construction Services) includes a fixed fee for all other services rendered through the end of the expansion project: Fixed fee of 2% of Final Total Project Budget less the Phase 1 payment.

The other three companies interviewed during the process were Project Control, Cresa and KTECH.

Bid amounts were as follows:

Project Control (option 1)	\$173,500
Project Control (option 2)	\$157,200
Cresa	\$146,000
KTECH	\$427,500

Fiscal Impact: This is budgeted in the capital improvement plan for the library.

OWNER'S REPRESENTATIVE AGREEMENT

THIS OWNER'S REPRESENTATIVE AGREEMENT ("Agreement") is made as of this 13th day of October, 2020, by and between City of Fremont ("Owner") and TETRAD PROPERTY GROUP, LLC, 10340 N. 84th St., Omaha, Nebraska 68122 ("Representative").

WHEREAS, Representative is in the business of providing construction management, consulting and related services for construction projects;

WHEREAS, Owner desires to retain the services of Representative to assist in the planning, design and construction for a renovation of and addition to Keene Memorial Library consisting of approximately 14,000 Square Feet ("SF") of new additions and an approximate total of 37,000 total SF in Fremont, Nebraska (the "Project")

WHEREAS, Representative has agreed to perform such services on the terms and conditions of this Agreement.

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

ARTICLE I REPRESENTATIVE'S SERVICES

The Representative's services consist of those services as specified on Exhibit A hereto, to the extent applicable for the Project scope (collectively, the "Services").

ARTICLE II REPRESENTATIVE'S COVENANTS

Representative covenants to the following:

1. The Services to be provided by the Representative are personal in nature and Representative will in good faith furnish its skill and judgment in performing the Services and its duties under this Agreement. Furthermore, Representative shall endeavor to perform the Services in an expeditious and economical manner. The Representative shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and codes relating to the Services by Representative.

2. Representative shall not assign or delegate the Services to any third party without the prior written approval of Owner, which may be withheld in Owner's sole discretion. In addition, Representative shall not enter into contracts or subcontracts with any third party to provide all or substantially all of the Services without the prior written approval of Owner.

**ARTICLE III
OWNER'S COVENANTS**

Owner covenants to the following:

1. Provide all requested information regarding Owner's requirements for the Project.
2. Designate an individual or individuals to be Owner's point of contact with respect to the Project, rendering needed decisions in a timely manner in order to avoid unreasonable delays or costs.
3. Promptly give written notice to the Representative if Owner becomes aware of any fault or defect in the Project or non-conformance with Services.
4. To provide with reasonable promptness information and services under the Owner's control to avoid delay in the orderly progress of the Representative's completion of the Services with respect to the Project and in the overall progress of such Project.

**ARTICLE IV
TERM**

Except as is required to monitor warranty work scheduled and coordinated by the general contractor during the first twelve (12) months following Project final completion, the term of this Agreement expires upon the completion of the Project unless earlier terminated in accordance with its terms. Excepting the aforementioned warranty period, the parties acknowledge that the Project is expected to reach final completion approximately 18-months after commencing construction of the renovation and addition to the Library. If Services are required beyond this estimated 18-month period of time(except for the monitoring of the warranty work), Representative shall be entitled to conversation regarding additional fees beyond the Representative's Fee (as defined below), with such additional fees being negotiated in good faith by the parties (provided the additional fees, on a monthly basis, shall in no event be less than the monthly installment of Representative's Fee set forth in Section 1 of Article V below), and the parties shall execute an amendment or addendum to this Agreement reflecting the same.

**ARTICLE V
COMPENSATION AND PAYMENTS TO THE OWNER'S REPRESENTATIVE**

1. Representative's Fee. For performance of the Services for the Project, Representative shall be entitled to fee compensation from Owner in the amount set forth on Exhibit B hereto.
2. Reimbursable Expenses. Reimbursable Expenses are to be included in the Representative's Fee.
3. Invoicing. The Representative shall be paid a Fee or Reimbursable expense based on the Fee Schedule listed in Exhibit B. Representative shall deliver to Owner an invoice setting forth the installment of the Representative's Fee due and payable since the date of last invoice (or since the date of this Agreement, if not previously invoiced) or that otherwise remain due and

payable. Owner shall review the Representative's invoice and shall make payment within sixty (60) business days of receipt provided that the invoice includes all required information.

ARTICLE VI INSURANCE

The Representative shall purchase and maintain the following insurance coverage during the term of the Agreement: (i) general liability insurance coverage in the minimum amount of \$1,000,000 per occurrence, and (ii) workers compensation insurance as required by applicable law. Owner shall be named as an additional insured under Representative's general liability insurance policy. Representative's policies shall be primary, and any insurance maintained by Owner will be excess and non-contributing with such primary insurance. Representative's policies shall be maintained with insurance companies licensed to do business in the state where the Project is located. Upon request (and in any event prior to the commencement of the Services), Representative shall deliver to Owner certificates of insurance evidencing the insurance described in this paragraph.

ARTICLE VII INDEMNIFICATION

The Client and Representative agree to mutually indemnify, defend, and hold harmless each other and its principals, directors, managers, agents and employees from and against any and all demands, claims, and damages to persons or property, losses and liabilities, including reasonable attorney's fees, other than those arising out of or caused by either party's willful misconduct, and subject to the limits of liability provided below. Notwithstanding anything to the contrary in this Agreement, except for a party's indemnification obligations arising from third party claims, neither party shall be liable to the other for incidental, indirect, consequential or similar damages, whether such damages are claimed under a theory of tort or contract or otherwise, all of which damages are excluded by agreement of the parties. Except for Representative's indemnification obligations arising from third party claims, in no event shall Representative's liability hereunder exceed the aggregate fees paid to Representative. This indemnification obligation shall survive the termination or expiration of this Agreement.

ARTICLE VIII INDEPENDENT CONTRACTOR

Representative shall be an independent contractor with respect to performance of the Services. Neither Representative nor its employees, members or agents shall be deemed to be a servant, employee, partner, or joint venturer of Owner. Nothing in this Agreement is intended nor should be construed in any manner as creating or establishing the relationship of co-partners or joint venturers between the parties, or as constituting Representative as an employee of Owner for any purpose. Representative shall be solely responsible for, and shall have control over, the means and details of performing the services required by this Agreement. Representative is solely responsible for payment of wages, salaries, fringe benefits, taxes, self-employment taxes, and other compensation to Representative and its employees, members and agents. Representative will indemnify, hold harmless and defend Owner and its affiliates, directors, officers, shareholders, employees, and agents, without limitation and including attorneys' fees, relating to payment of

taxes, self-employment taxes, and benefits of any kind and any failure of Representative to comply with workers' compensation laws or any statutory employee benefits law.

ARTICLE IX
MISCELLANEOUS PROVISIONS

1. This Agreement shall be governed by the law of the State of Nebraska.
2. Nothing in this Agreement shall restrict Representative from performing services for others during the term of this Agreement.
3. Owner and Representative respectively, bind themselves, their partners, successors, assigns, heirs and legal representatives to the other party, to this Agreement. Neither Owner nor Representative shall assign this Agreement without the written consent of the other party.
4. This Agreement represents the entire and integrated agreement between Owner and Representative and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Representative.
5. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either Owner or Representative.
6. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original of this Agreement.

(Signature page is next.)

IN WITNESS WHEREOF, this Agreement is executed the day and year first written above and may be executed in counterpart originals.

OWNER:

City of Fremont

By: _____

Name: Scott Getzschman

Title: Mayor

REPRESENTATIVE:

**TETRAD PROPERTY GROUP,
LLC**

By: _____

Name: Chad M. Beeson

Title: President

EXHIBIT A

SERVICES

Phase 1

A. Pre-Development Services:

1. Recruitment of qualified architects and engineers to bid on the project. Assist in selecting and make recommendations to Owner concerning contracting with the Project Architect and Project Engineer.
2. Creation and solicitation of Request for Proposals and/or Qualifications for professional consultants to be utilized for the project. Assist in selecting and make recommendations to Owner concerning contracting with independent professional consultants.
3. Evaluate and make recommendations to Owner regarding the appropriateness of fees to be charged by independent professional consultants. Review, with Owner, the applications for progress or partial payment from independent professional consultants and approve and process payments on behalf of Owner.
4. Recommend contract forms and assist Owner in the negotiation of such forms with independent professional consultants engaged or to be engaged by Owner.
5. Development of Project Budget.
6. Assist in development of Project Design and Specification package.
7. Development of critical path schedule, including bench-mark dates.
8. Review and evaluate Project documents including plans and specifications to develop an appropriate scope of work.
9. Provide recommendations to Owner regarding alternate equipment, materials, finishes, alternate construction techniques or approach and any other items so that the Project is designed in a cost-effective manner.
10. Assist Owner in review of preliminary and conceptual design documents prepared by the independent professional consultant to identify potential issues or items that may affect the budget, costs, schedules, quality of constructability of the Project.
11. Establish, maintain and attend in development, design and other meetings as required to manage and supervise the project.
12. Meet with Owner, consultants and any other persons necessary to management the development and design of the Project.

13. Attend meeting of governmental agencies as requested, in order to assist Owner in the submittal of plans, specifications, if any, and in obtaining approvals, variances, or approvals for of the Project.

14. Coordinate with fundraising consultants to ensure that project details are accurately depicted to potential project donors and that project financing options are handled in a timely manner.

15. Establish and maintain a written report of the Representative's Services that shall include a narrative of progress and work accomplished and any important or significant developments.

16. Establish and manage a document file system that shall include all relevant documents including, but not limited to, cost estimates and scope of work, contracts, drawings and specifications, bid forms and addenda, schedules, correspondence, meeting agendas and minutes, inspection reports, change orders, shop drawings and submittals, applications for payment, lien waivers, warranties, owners' and operators' manuals, and all other documents required to manage the Project.

Phase 2

A. Pre-Construction Services:

1. Attend meeting of governmental agencies as requested, in order to assist Owner in the submittal of permits and in obtaining approvals for construction of the Project.
2. Assist in selecting and make recommendations to Owner concerning contracting with independent professional consultants, as necessary.
3. Evaluate and make recommendations to Owner regarding the appropriateness of fees to be charged by independent professional consultants. Review, with Owner, the applications for progress or partial payment from independent professional consultants and approve and process payments on behalf of Owner.
4. Recommend contract forms and assist Owner in the negotiation of such forms with independent professional consultants engaged or to be engaged by Owner.
5. Develop the Project schedule, in coordination with design consultants and the general contractor, for the completion of the Project and monitor and provide written updates to the Project schedule throughout the design and construction of the Project.
6. Monitor Owner's budget for the Project.
7. Assist Owner in the review of schematic, design, and construction documents prepared by the independent professional consultants to identify potential issues or items that may affect the budget, costs, schedules, quality, or constructability of the Project.

8. Provide recommendations to Owner regarding alternate equipment, materials, finishes, alternate construction techniques or approach, and any other items so that the Project is designed in a cost-efficient manner.

9. Manage, in coordination with design professionals and general contractor the document file system established in Phase 1.

10. Maintain a written report of Representative's Services that shall include a narrative of progress and work accomplished, schedule compliance, and any important or significant developments.

11. Establish, maintain, and attend/participate in development, design, pre-construction, progress and other meetings as required to manage and supervise the Project.

12. In concert with Owner, review qualifications of contractors, trade contractors, subcontractors, material/equipment suppliers, and any other person or entity performing work on the Project.

13. Review and evaluate Project documents including plans and specifications to develop appropriate scope of work.

14. Assist Owner in the preparation of proposals to perform phases or portions of the construction work by trade. Investigate and recommend a schedule for Owner's purchase of materials or equipment requiring long lead-time procurement. Coordinate with Owner's purchase, delivery, storage, and incorporation into the work of any such material or equipment purchases.

15. Solicit contractors to submit bids to perform construction of the Project.

16. Make recommendations to Owner regarding retaining, hiring, or contracting with any contractor, trade contractor, subcontractors, equipment or material suppliers, or any others to perform work or provide services for the Project.

17. Upon approval by Owner, recommend contract forms and assist Owner in the negotiation of such contract forms with any contractor, trade contractor, subcontractor, equipment or material supplier engaged or to be engaged by Owner.

18. Meet with Owner, consultants, contractors, and any other persons necessary to manage the development, design, and construction of the Project.

B. Construction Services:

19. Monitor progress of the construction work and make written recommendations to Owner regarding management of the Project and performance of Owner's obligations to complete the Project. Establish, maintain, and attend/participate in periodic progress and other meetings as required to manage and supervise construction.

20. Review, evaluate and make written recommendations to Owner regarding payment of applications for progress or partial payment from contractors, trade contractors, or material/equipment suppliers.

21. Along with the general contractor, review the coordination and scheduling of all contractors, trade contractors, subcontractors, equipment and material suppliers, and all other persons performing work on the Project. Review the coordination and scheduling of the delivery of materials, supplies, equipment, labor, tools and all other items needed to complete the Project.

22. On behalf of Owner, order the appropriate investigations, surveys, tests, analyses, reports and services of other consultants that should be obtained to ensure proper performance and completion of the Project.

23. Require the general contractor to provide a written safety and security program and assist Owner in preventing any unsafe or improper construction practices by any persons performing work on the Project.

24. Monitor installation of the work with the general contractor or other independent professional consultants to ensure that the work complies with the drawings, plans, and specifications and other Project documents.

25. Conduct or participate in oversight of general construction and specific material items as required; provided it is acknowledged by Owner that Representative shall have no contract or responsibilities for the method, means or measures of construction work. Prepare or assist in the preparation of punch lists at the completion of the Project. Assist the general contractor in determining substantial and final completion of each phase or component of the Project and coordinate, with Owner, the appropriate substantial and final completion dates.

26. Assist Owner in conflict resolution, if required, including negotiations, meditations, arbitrations or interventions with sureties.

C. Activation/Occupancy:

27. Owner's Representative will facilitate the process for selecting and procuring owner provided materials in conjunction with the Owner. This scope can include but is not limited to: Furniture, Audio-Visual, Access Control, Security, IT/Data Systems, Signage, and Occupancy/Move-in.

28. Coordinate Owner procured budget to align with the overall project budget. Process all vendor invoicing to the Owner.

29. Owner's Representative will identify and document facility occupancy plan readiness from multiple perspectives including: Business Operations, Facility/Build and Move Logistics

30. Identify project Transition Plan including sequences and durations with necessary resources.

31. Monitor procurement/installation to coordinate with the overall project schedule.
32. Lead Scheduling and Logistics including Facility Turnover, Regulatory Preparedness, Cleaning, Stocking, Movers, FFE&T Vendors, Security, Client Departments and Grand Opening Events.
33. Conduct a final install walk-through and identify any punch-list items in reference to each of the scopes.

D. Post-Construction Services:

34. Require general contractor to compile service, owner's or operations and maintenance manuals and warranty information on all systems, equipment and materials furnished to the Project and require the same to be furnished to Owner within sixty (60) days of final completion of the Project.
35. Coordinate, along with general contractor, start-up training of the systems, processes and equipment with the appropriate Owner personnel.
36. Conduct and participate in walk-through inspections and warranty inspections to develop punch lists or list of non-conforming work for a period for ninety (90) days following substantial completion of construction.
37. Conduct a final warranty walk-through within twelve (12) months of substantial completion of the Project.

EXHIBIT B

REPRESENTATIVE'S FEE

Fee: Representative is entitled, at a minimum, to a 2% Fee reflected from the Total Project Budget. This amount will be divided amongst the two (2) phases of the project. The fee is payable as follows:

- Phase 1: A consulting Fee* of \$42,000 will be divided into twelve (12) equal payments of \$3,500 payable on the 25th day of the month beginning November 25, 2020 (pending approval by Owner) and ending on October 25, 2021, or the month following the date the Owner has accepted and approved hiring a construction firm to renovate and build an expansion onto the Library, whichever is soonest. If, on October 25, 2021, the Owner has not approved hiring a construction firm to renovate and build an expansion onto the Library, Representative shall be entitled to conversation regarding additional fees beyond the Representative's Fee (as defined here), with such additional fees being negotiated in good faith by the parties (provided the additional fees, on a monthly basis, shall in no event be less than the monthly installment of Representative's Fee set forth in this section).
- Phase 2: Beginning on the month following the date the Owner has accepted and approved hiring a construction firm to renovate and build an expansion onto the Library, the Balance of the 2% Fee, less the Phase 1 payment, excluding any additional fees negotiated between Owner and Representative, will be payable in Phase 2. Exhibit B will be amended to reflect the 2% Fee based on the FINAL Total Project Budget established in Phase 1. The edited Exhibit B will include a schedule of payments of equal monthly installments through the duration of Phase 2.

*Overhead and Expenses: *Representative overhead and expense reimbursements are included in the overall Consultant's Fee.*

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Troy Schaben, Assistant City Administrator - Utilities
DATE: October 13, 2020
SUBJECT: Reimbursement and Indemnification Agreement for Gas Main Relocation

Recommendation: Approve Resolution 2020-200

Background: Holcim US owns property east of Sapp Brothers. They are coordinating to have a railroad spur constructed to their property. The proposed spur will be constructed over existing high-pressure gas utilities owned by the City of Fremont. Holcim requested that the gas lines be lowered. The utility does not have available staff to perform this work, so bids were requested from outside construction firms. Black Hills Energy provided the only proposal at \$611,201.88. Holcim has agreed to pay the entire cost of relocation, which requires approval of a Reimbursement and Indemnification agreement.

Fiscal Impact: \$611,201.88 (estimated) to be reimbursed at 100% by Holcim US.

**REIMBURSEMENT AND
INDEMNIFICATION AGREEMENT
FOR GAS MAIN PIPELINE RELOCATION**

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 Holcim US, (“Holcim”), a company whose address for the purposes of this Agreement is 6211 Ann Arbor Road, Dundee, Michigan 48131.

PRELIMINARY STATEMENT

The City has engaged the services of Black Hills/Nebraska Gas Utility Company, LLC to assist the City in the relocation of a City owned 12” cw steel gas main pipeline and 4” bare steel gas main pipeline in preparation for a new railroad spur track at 3350 N. Broad Street, Fremont, NE. Holcim has agreed to reimburse and indemnify the City for its expenses to engage Black Hills/Nebraska Gas Utility Company, LLC for the gas main pipeline relocation, 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. Holcim shall reimburse the City for its expenses to engage the services of Black Hills/Nebraska Gas Utility Company, LLC in relocation of gas main pipelines, for the total cost of gas main pipeline relocation, currently estimated at and with an accepted bid of \$611,201.88. Furthermore, Holcim shall provide the City with a check in the amount of \$305,600.94 (50% Construction Costs) prior to beginning construction. Holcim shall pay the City within thirty (30) days of its receipt of an invoice from the City. If Holcim (a) elects to discontinue its pursuit of relocation of gas main pipelines, and (b) notifies the City (in writing) of such election, then Holcim shall only be responsible for the City’s out-of-pocket expenses and liabilities that accrued prior to the City’s receipt of Holcim’s notice.

2. Holcim hereby agrees to indemnify and hold 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 City in connection with, or arising from, Holcim’s failure to reimburse the City.

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 Holcim each agree to abide by all federal, state, and local laws, statutes, ordinances and regulations governing the activities discussed herein. Holcim 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 Holcim.

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.

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

HOLCIM US.

CITY OF FREMONT, NEBRASKA,

A municipal political subdivision of the State of Nebraska,

By: _____

By: _____

Scott Getzschman, Mayor

Name: _____

Title: _____

ATTEST

APPROVED AS TO FORM

Tyler Ficken, City Clerk

Travis Jacott, City Attorney



TECHNICAL SERVICES AGREEMENT

Dated – October 2, 2020

between

Black Hills/Nebraska Gas Utility Company LLC

&

City of Fremont Utilities

TECHNICAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 2nd day of October, 2020, by and between Black Hills/Nebraska Gas Utility Company dba Black Hills Energy (“BHE”) and City of Fremont Utilities. (“Customer”).

WITNESSETH THAT:

WHEREAS, Customer has the need for certain technical services set forth on Exhibit A attached hereto (collectively, the “Services”), and BHE has the requisite personnel and experience to perform the Services; and

WHEREAS, Customer desires to engage BHE to perform the Services and BHE desires to provide to Customer the Services, pursuant to the terms, conditions and provisions of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants expressed herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties agree as follows:

ARTICLE I Performance of the Services

BHE will provide to Customer the Services in accordance with the parameters the parties agree to from time to time. Notwithstanding the foregoing, BHE will not be required to provide any Service to the extent the provision thereof (i) becomes impracticable, in any material respect, as a result of one or more causes outside of BHE’s reasonable control (including, without limitation, any labor dispute or force majeure event), (ii) would require BHE to violate any law, order or other binding commitment or obligation of BHE to any governmental entity, or (iii) would, in BHE’s sole judgment acting in good faith, violate prudent safety procedures.

BHE shall not be responsible for the acts or omissions of the Customer, contractor, subcontractor or supplier, or of any of Customer’s agents or employees or any other person’s (except BHE’s own employees or contractors) furnishing or performing any work or services, the conditions of any of Customer’s properties and/or facilities or for any decisions or interpretations of Customer regarding Customer’s properties and/or facilities.

ARTICLE II Term & Termination

A. Termination. Either party may terminate this Agreement upon thirty (30) days prior notice. In addition, BHE may terminate this Agreement upon twenty-four (24) hours prior notice in the event a dispute arises between the parties concerning the potential risk to the public safety that could reasonably be expected to result from any action or inaction in providing any Service or, in the sole discretion of BHE, Customer’s property and/or facilities are unsafe. If any

such termination relates to less than all of the Services, then BHE will continue to be obligated to provide the remaining Services in accordance with the terms and conditions contained in this Agreement.

B. Effect of Termination. Upon the termination of this Agreement or BHE's obligation to provide any of the Services, the parties' obligations with respect to the terminated Services will cease; provided, however, that notwithstanding such termination (i) Customer will remain liable to BHE for all amounts payable in respect of the terminated Services provided prior to the date of termination, and (ii) the provisions of Articles II, IV, VI, VII, VIII, and IX of this Agreement will survive such termination.

ARTICLE III Fees, Billing, and Payment

In consideration of the performance of the Services, Customer will pay BHE the amounts described on, and in the manners set forth on, on Exhibit A attached hereto. BHE will submit invoices to Customer on a monthly basis or upon completion of Services, as applicable, and payment is due 30 days after receipt by Customer (each, a "Payment Due Date"). In the event Customer fails to timely pay an invoice in full on the applicable Payment Due Date, interest on the unpaid amount will accrue at the rate 2% per month from the applicable Payment Due Date until the actual date of payment. Payments received from Customer will be credited first to any accrued interest, and then to outstanding invoices, satisfying each invoice in full in the chronological order issued by BHE. In addition, if Customer fails to pay an invoice within the 15-day period immediately following the applicable Payment Due Date, then BHE may after notifying Customer exercise any other remedy available to BHE (including, without limitation, refusing to provide additional Services until such amount, including interest, is paid in full).

ARTICLE IV Relationship of the Parties

The relationship of BHE to Customer under this Agreement is that of an independent contractor, and BHE will not be deemed to be an employee, partner, or agent of Customer in connection with the provision of the Services by BHE. BHE will be solely responsible for the payment of any employment-related costs, taxes or benefits in respect of the provision of the Services.

ARTICLE V Cooperation, Information and Access

The parties will cooperate in good faith in all matters related to the provision and receipt of the Services. Without limiting the foregoing, Customer will provide BHE, in a timely manner, all information and access to facilities required or reasonably requested by BHE in connection with providing the Services. BHE will exercise such rights of access so as to avoid or minimize surface and subsurface damages where and when reasonably practicable.

ARTICLE VI
Proprietary Information

Any drawings, documentation, specifications, prints, designs, ideas or other information provided by either party to the other party or otherwise obtained by either party pertaining to the Services performed hereunder are strictly confidential and proprietary to BHE and Customer. Neither party will, without the prior written consent of the other party (which may not be unreasonably withheld), disclose any such information to a third party or use any such information for its own benefit except in connection with the provision of Services pursuant to this Agreement.

ARTICLE VII
Indemnification; Consequential Damages

A. Indemnification by BHE. BHE will indemnify and hold harmless Customer and its directors, officers, employees and agents from and against any and all claims, liabilities, losses, costs, damages, injuries or expenses (including court costs and reasonable attorney's fees) by reason of any accident, personal injury, death, or damage to real or personal property brought by any person, association, or corporation, but only to the extent such accident, personal injury, death, or damage to real or personal property is directly caused by the negligence or willful misconduct of BHE in providing the Services under this Agreement. Further, BHE is not responsible or liable for the condition of Customer's properties and/or facilities and Customer shall indemnify, defend and hold BHE harmless from any and all actions regarding the condition of Customer's properties and/or facilities.

B. Indemnification by Customer. Customer will indemnify and hold harmless BHE and its directors, officers, employees and agents from and against any and all claims, liabilities, losses, costs, damages, injuries or expenses (including court costs and reasonable attorney's fees) by reason of any accident, personal injury, death, or damage to property brought by any person, association, or corporation, to the extent such accident, personal injury, death, or damage to property is not directly caused by the negligence or willful misconduct of BHE in providing the Services under this Agreement. Further, BHE is not responsible or liable for the condition of Customer's properties and/or facilities and Customer shall indemnify, defend and hold BHE harmless from any and all actions regarding the condition of Customer's properties and/or facilities.

C. Consequential Damages. In no event will either party be liable to the other party for any special, incidental, indirect, punitive or consequential damages (including, without limitation, lost profits, business interruption, or loss of product, data or use) arising from BHE's performance of, or related to, the Services or this Agreement.

ARTICLE VIII
Disclaimer of Warranties

BHE MAKES NO REPRESENTATIONS, COVENANTS, WARRANTIES, OR GUARANTEES, (EXPRESS, IMPLIED, STATUTORY, OR OTHER) OTHER THAN THOSE SPECIFICALLY SET FORTH HEREIN, IF ANY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES OR OTHER DELIVERABLES TO BE PROVIDED HEREUNDER. Without limiting the foregoing, no implied warranty arising by usage of trade, course of dealing or course of performance is given by BHE to Customer or will arise by or in connection with this Agreement or the parties conduct in relation hereto or to each other.

ARTICLE IX
Miscellaneous

A. Assignment. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by either party, in whole or in part, without the prior written consent of the other party (such consent not to be unreasonably withheld). Notwithstanding the forgoing, BHE may without Customer's consent (i) engage one or more subcontractors to perform Services, and (ii) assign this Agreement to any person that acquires, by merger, purchase or otherwise, all or substantially all of BHE's [electric/natural gas] operations in the State of Nebraska.

B. Notice. All notices pertaining to this Agreement will made be in writing and sent by registered mail or facsimile to the following addresses, as may be changed from time to time by notifying the other party in accordance with this paragraph:

If to Black Hills Energy:

Black Hills Energy/ Nebraska
Gas Utility
P.O. Box 83008
Lincoln, NE 68501
Attn: Greg Shinaut

If to Customer:

City of Fremont Utilities
3000 E. 1st Street
Fremont, NE 68025
Attn: Steve Carnahan

C. Governing Law. This Agreement will be construed and enforced in accordance with the laws of the State of Nebraska, and each party hereby expressly consents to the jurisdiction of the courts of the State of Nebraska.

D. Waiver of Compliance. No waiver by any party of any default or breach by the other in performance of this Agreement will operate or be construed as a waiver of any other or future breach or default, whether of a like or a different character.

E. Entire Agreement; Amendment. This Agreement will be a valid and binding agreement of the parties only if and when it is fully executed and delivered by the parties. This Agreement, together with Exhibit A attached hereto (which is incorporated herein by this reference), (i) embodies the entire agreement and understanding of the parties as to the subject matter of this Agreement, and (ii) supersedes all prior agreements and understandings between

the parties with respect to the Services. No amendment of, or modification to, this Agreement will be effective unless in writing and signed by each of the parties.

F. Property and Procedural Rights. Any and all computer programs, licenses, documentation, procedures and instructions used in providing the Services are and will remain the sole property of BHE. Customer will have no rights whatsoever to such property.

G. No Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than Customer and BHE and has no third party beneficiaries.

H. Severability and Reformation. If any term or provision of this Agreement is held by any court to be illegal or unenforceable, the remaining terms, provisions, rights, and obligations shall not be affected and shall remain in full force and effect. Further, to the extent permitted by applicable Law, any such term or provision will be restricted in applicability or reformed to the minimum extent required so that such term or provision may be enforceable.

I. Delivery. This Agreement may be executed in multiple counterparts (each of which will be deemed an original, but all of which together will constitute one and the same instrument), and may be delivered by facsimile transmission, with originals to follow by overnight courier or certified mail.

* * * * *

*[Remainder of Page Intentionally Left Blank;
Signature Page Follows Immediately Hereafter]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Black Hills, Nebraska Gas Utility

By: _____
Name: _____
Title: _____

City of Fremont Utilities

By: _____
Name: _____
Title: _____

Technical Services Agreement
Exhibit A

SERVICES	FEES
<p>1. BHE will supply all labor, equipment and materials to relocate customer owned 12" cw steel and 4" bare steel natural gas pipelines in preparation for a new railroad spur track at 3350 N. Broad Street, Fremont, NE.</p> <p>Specifications –</p> <ul style="list-style-type: none"> - All work will be performed per BHE O&M processes and procedures - Affected lines are a 4" bare steel operating at 40#, and an uninterruptable 12" CW steel operating at 140#. - Approximately 240' of 12" FBE .250 including 210' of 18" casing - Approximately 240' of 4" 3408 HDPE stick pipe including 210' of 8" casing - Both pipelines will be lowered to a top of pipe depth of 8'. - Both pipelines lines will offset 4' to the East of the existing railroad tracks while staying in the existing 20' easement. - Both pipelines lines to be installed in casings complete with 2 vents per line. <p>Assumptions –</p> <ul style="list-style-type: none"> - Due to the groundwater conditions dewatering will be necessary to perform the work. \$70,000.00 is included for assumed dewatering costs. Customer will be responsible for any dewatering costs beyond \$70,000.00 - Customer is responsible for all state/local/railroad permitting - Customer is responsible for notifying the railroad - Customer is responsible for staking the installation locations, future grain bin, loading dock. as well as easement boundaries. - Customer is responsible for controlling downstream gas pressure during construction - It is assumed the quality of the existing 12" and 4" pipe is in acceptable condition. There will be additional costs if additional existing pipe need repaired or replaced. - BHE will have suitable access to property 24/7 and will be allowed access to the adjacent field for material "Lay Down" area - 4 weeks lead time from signing agreement will be necessary for ordering material and organizing the work. - Customer is responsible for any cathodic protection application 	<p>\$611,201.88 payable by Customer – per the Technical Service Agreement, Article III</p>

RESOLUTION NO. 2020-200

A Resolution of the City Council of the City of Fremont, Nebraska to approve the Reimbursement and Indemnification Agreement for Gas Main Relocation with Holcim US and authorize the Mayor to sign the agreement.

WHEREAS, Holcim US requested to have Fremont Department of Utilities high pressure gas main lowered on their property in order to construct a railroad spur; and,

WHEREAS, Black Hills Energy provided the only proposal at \$611,201.88; and,

WHEREAS, Holcim US has agreed to pay the entire cost of the gas main relocation.

NOW THEREFORE BE IT RESOLVED THAT THE MAYOR AND CITY COUNCIL approve the Reimbursement and Indemnification Agreement with Holcim US for the gas main relocation and authorize the Mayor to sign the agreement.

PASSED AND APPROVED THIS 13th DAY OF OCTOBER, 2020

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk