



UTILITY & INFRASTRUCTURE BOARD

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

Fremont Municipal Building, 2nd Floor Conference Room,
400 East Military, Fremont Nebraska

REGULAR MEETING:

1. Meeting called to order
2. Roll call

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

3. Approve minutes of January 14, 2020.
4. Consider Accounts Payable through January 28, 2020.

REGULAR AGENDA:

5. Consider Proposal for Energy Services Company.
6. Consider Bid for Bell Street Asphalt Overlay Project.
7. Consider Ordinance to Vacate Park Street Right of Way between Cathy Street and Judy Avenue.
8. Consider Changes to Master Fee Schedule.
9. Consider Bid for Engineering Design Services for Substation H.
10. Consider Reimbursement and Indemnification Agreement with WholeStone Farms for Engineering Design Services for Substation H.
11. Consider Proposal for Broadband Internet Access Upgrade and Additional Static IP Addresses.
12. City Administrator Update (no board action is requested).
 - a. Peak/energy use update
13. Adjournment

The agenda was posted at the Municipal Building on January 24, 2020. The agenda and enclosures are distributed to the Board and posted on the City of Fremont's website. The official current copy of the agenda is available at Municipal Building, 400 East Military, office of the City Administrator. A copy of the Open Meeting Law is posted in the 2nd floor conference room for review by the public. The Utility & Infrastructure Board reserves the right to adjust the order of items on this agenda.

**CITY OF FREMONT UTILITY AND INFRASTRUCTURE BOARD
JANUARY 14, 2020 - 4:00 P.M.**

A meeting of the Utility and Infrastructure Board was held on January 14, 2020 at 4:00 p.m. in the 2nd floor meeting room at 400 East Military, Fremont, Nebraska. The meeting was preceded by publicized notice in the Fremont Tribune and the agenda displayed in the Municipal Building. The meeting was open to the public. A continually current copy of the agenda was available for public inspection at the office of the City Administrator, 400 East Military. The agenda was distributed to the Utility and Infrastructure Board on January 10, 2020 and posted, along with the supporting documents, on the City's website. A copy of the open meeting law is posted continually for public inspection.

ROLL CALL

Roll call showed Board Members Sawtelle, Shelso, Bolton, and Vering present, Wiese absent. 4 present, 1 absent. Others in attendance included Brian Newton, City Admin.; Troy Schaben, Asst City Admin – Utility; Jeff Shanahan, Pwr Plt Supr.; Jody Sanders, Finance Dir.; Lottie Mitchell, Exec. Assist; Al Kaspar, Elec. Engin.; Keith Kontor, WWTP/Wtr Supr.; Dave Goedeken, Pub Wrks Dir.; Dean Kavan, Wrhs Spv.; Mike Royuk, Dist. Supr.

CONSENT AGENDA

Moved by Member Shelso and seconded by Member Vering to approve items 3-5 (Minutes from December 30, 2019, Accounts Payable through January 14, 2020, and the Investments Report). Ayes: Sawtelle, Shelso, Bolton, and Vering. Motion carried 4-0.

CONSIDER BID FOR COMPACT (MINI) EXCAVATOR FOR THE WAREHOUSE.

Kavan gave overview. Moved by Member Vering and seconded by Member Shelso to recommend City Council approve the purchase of a Bobcat E35 Compact (Mini) Excavator through Sourcewell Contract #040319-CEC in the amount of \$56,711.28. Ayes: Sawtelle, Vering, Shelso, and Bolton. Motion carried 4-0.

CONSIDER BID FOR ALTEC AT40GW AERIAL DEVICE FOR THE DISTRIBUTION DEPARTMENT.

Royuk gave overview. Moved by Member Bolton and seconded by Member Shelso to recommend City Council approve the purchase of an ALTEC AT40GW Aerial Device through Sourcewell Contract #012418-ALT in the amount of \$131,101.75. Ayes: Sawtelle, Vering, Shelso, and Bolton. Motion carried 4-0.

CONSIDER RIGHT OF WAY SALE TO STATE FOR THE SOUTHEAST BELTWAY ROADWAY PROJECT.

Goedeken gave overview. Moved by Member Vering and seconded by Member Bolton to recommend City Council approve the ordinance authorizing the sale of the access control and authorizing Mayor to sign the acquisition documents for property necessary for the Southeast Beltway Roadway Project. Ayes: Sawtelle, Vering, Shelso, and Bolton. Motion carried 4-0.

CONSIDER TRAFFIC COMMITTEE REPORT AND RECOMMENDATIONS.

Goedeken gave overview. Moved by Member Shelso and seconded by Member Bolton to recommend City Council place the December 23, 2019 Traffic Committee Report into the record and approve resolution to place stop signs at listed locations. Ayes: Sawtelle, Vering, Shelso, and Bolton. Motion carried 4-0.

CONSIDER PURCHASE OF TIMECLOCK PLUS SOFTWARE AND HARDWARE.

Sanders gave overview. Moved by Member Vering and seconded by Member Shelso to recommend City Council approve purchase of Timeclock Plus Software and Hardware in the amount of \$80,028.50. Ayes: Sawtelle, Vering, Shelso, and Bolton. Motion carried 4-0.

CONSIDER RENEWAL OF QUICKLIME REAGENT SUPPLY AGREEMENT FOR LDW POWER PLANT.

Shanahan gave overview. Moved by Member Bolton and seconded by Member Shelso to recommend City Council approve an amendment to the current quicklime reagent supply agreement with Mississippi Line for the 2020 calendar year. Ayes: Sawtelle, Vering, Shelso, and Bolton. Motion carried 4-0.

CONSIDER SERVICE AND SUPPORT AGREEMENT WITH SIEMENS FOR LDW POWER PLANT UNIT 8 INDUCED DRAFT FAN VARIABLE FREQUENCY DRIVE.

Shanahan gave overview. Moved by Member Vering and seconded by Member Bolton to recommend City Council authorize entering a three-year service and support agreement with Siemens for LDW Unit 8 Induced Draft Fan Variable Frequency Drive in the amount of \$32,767.00. Ayes: Sawtelle, Vering, Shelso, and Bolton. Motion carried 4-0.

CONSIDER PURCHASE CONTRACT FOR COAL FOR LDW POWER PLANT FOR 2020 AND 2021.

Shanahan gave overview. Moved by Member Shelso and seconded by Member Bolton to recommend City Council authorize execution of contract to purchase 225,000 tons of Ultra Low Sulfur Coal per year for 2020 and 2021 to Navajo Transitional Energy Company. Ayes: Sawtelle, Vering, Shelso, and Bolton. Motion carried 4-0.

CONSIDER SOFTWARE AND SUPPORT AGREEMENT WITH HONEYWELL FOR LDW POWER PLANT UNITS 6, 7, & 8.

Shanahan gave overview. Moved by Member Vering and seconded by Member Shelso to recommend City Council approve authorization to enter into a one-year software and support agreement with Honeywell for LDW Unit 6, 7, and 8. Ayes: Sawtelle, Vering, Shelso, and Bolton. Motion carried 4-0.

CONSIDER AUXILIARY EQUIPMENT RENTAL, INSTALLATION, AND REMOVAL OF SCAFFOLDING FOR LDW POWER PLANT UNIT 8 BOILER PRESSURE PART EVALUATION AND REMAINING USEFUL LIFE STUDY, FLOW ACCELERATED CORROSION STUDY AND HIGH ENERGY PIPING HANGER EVALUATION.

Shanahan gave overview. Moved by Member Shelso and seconded by Member Vering to recommend City Council to authorize agreement for the rental of scaffolding required to perform the Boiler Pressure Part Evaluation and Remaining Useful Life Study, Flow Accelerated Corrosion Study, and High Energy Piping Hanger Study to Brand/Safway for \$136,038.00 for LDW Unit 8. Ayes: Sawtelle, Vering, Shelso, and Bolton. Motion carried 4-0.

CITY ADMINISTRATOR UPDATE (NO BOARD ACTION IS REQUESTED).

- a. Kaspar gave update on the SCADA Project.
- b. Kaspar gave update on the Fiber Installation Project.

ADJOURNMENT

Moved by Member Vering and seconded by Member Shelso to adjourn at 5:27 p.m. Bolton absent at adjournment. Ayes: Sawtelle, Vering, and Shelso. Motion carried 3-0.

Allen Sawtelle, Chairman

Toni Vering, Secretary

David Shelso

Michelle Wiese

Gary Bolton

STAFF REPORT

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

FROM: Jody Sanders, CPA, Director of Finance

DATE: January 28, 2020

SUBJECT: Claims

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

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

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

- Direct deposit of employee payroll on February 6, 2020 and related withholdings remitted to pension plans, federal and state tax withholdings, and garnishments.
- Nebraska Department of Revenue – all sales tax collected and use tax owed by the utility departments.
- Transmission and energy purchases payable to Southwest Power Pool, every Tuesday.
- Transmission and energy purchases payable to Omaha Public Power District.
- Natural gas purchases from Northern Natural Gas/US Energy, BP, Cargill, Central Plains Energy Project (CPEP), and Public Energy Authority of Kentucky (PEAK).
- Coal purchases from Cloud Peak Energy Resources, and Peabody Coal, and freight charges to Union Pacific.
- Progress payments to Emerson Process Management under the contract for the SCADA project.
- UPS weekly invoice for shipping costs, due within ten days or late fees are incurred.

There are a limited number of agencies that debit the City's bank account for credit card processing fees, kiosk fees, and bank analysis. These are based on a fee schedule.

Fiscal Impact: Utility funds claims total **\$ 2,470,515.50**

EAL DESCRIPTION: EAL: 01132020 ANDERSEND

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 01/13/2020
All banks A

REPORT SEQUENCE OPTIONS:

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

This report is by: Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2020
Disbursement year/per 2020/04
Payment date 01/13/2020

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003619	00	FIRST NATIONAL BANK FREMONT (TRUST)									
76117501	01/20					00	01/13/2020	051-5001-927.27-04	Combined Utility 07-29-14	EFT:	655,762.50
76115901	01/20					00	01/13/2020	051-5001-927.27-04	Combined Utility 08-30-13	EFT:	134,135.00
									Interest payments on OS Rev Bonds		
									VENDOR TOTAL *	.00	789,897.50
0003136	00	NORTHERN NATURAL GAS CO *FNB WIRE*									
1033	DEC 2019					00	01/13/2020	057-8205-807.50-02		269,395.12	Natural gas purchase
									VENDOR TOTAL *	269,395.12	
0001912	00	OMAHA PUBLIC POWER DISTRICT									
9705968798	1219					00	01/13/2020	051-5105-555.50-00	Dec SPP Transmission Cr	EFT:	1,320.84-
9705968798	1219					00	01/13/2020	051-5305-560.60-76	Dec 2019 Transmission	EFT:	6,878.40
									VENDOR TOTAL *	.00	5,557.56
0005202	00	PUBLIC ENERGY AUTHORITY OF KY*WIRE*									
1912BP2018B						00	01/13/2020	057-8205-807.50-02	Dec 2019 2018B	120,435.00	Natural gas purchase
									VENDOR TOTAL *	120,435.00	
									EFT/EPAY TOTAL ***		795,455.06
									TOTAL EXPENDITURES ****	389,830.12	795,455.06
									GRAND TOTAL *****		1,185,285.18

EAL DESCRIPTION: EAL: 01212020 ANDERSEND

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 01/21/2020
All banks A

REPORT SEQUENCE OPTIONS:

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

This report is by: Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2020
Disbursement year/per 2020/04
Payment date 01/21/2020

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0003109	00	UPS						
5E9752030			00	01/21/2020	051-5001-940.60-79	01/11/20 Serv Chrg Share	15.50	
5E9752030			00	01/21/2020	051-5001-940.60-79	01/11/20 Serv Chrg Share	15.50	
5E9752030			00	01/21/2020	051-5001-940.60-79	01/18/20 Serv Chrg Share	7.75	
5E9752030			00	01/21/2020	051-5001-940.60-79	01/18/20 Serv Chrg Share	7.75	
5E9752030			00	01/21/2020	051-5001-940.60-79	City Fire-Centurion/Zoll	31.09	
5E9752030			00	01/21/2020	051-5205-580.60-79	MK Calibration Services	51.27	
5E9752030			00	01/21/2020	053-6105-502.50-23	Water Samples	86.92	
						VENDOR TOTAL *	215.78	
						TOTAL EXPENDITURES ****	215.78	
						GRAND TOTAL *****		215.78

EAL DESCRIPTION: EAL: 01232020 ANDERSEND

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 01/23/2020
All banks A

REPORT SEQUENCE OPTIONS:

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

This report is by: Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2020
Disbursement year/per 2020/04
Payment date 01/23/2020

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000584 20200123	00	CEI PR0123	00	01/23/2020	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	121,330.23
						VENDOR TOTAL *	.00	121,330.23
0001964 20200109 20200123	00	IBEW LOCAL UNION 1536 PR0109 PR0123	00	01/23/2020 01/23/2020	051-0000-241.00-00 051-0000-241.00-00	PAYROLL SUMMARY PAYROLL SUMMARY	1,868.13 1,868.13	
						VENDOR TOTAL *	3,736.26	
0002999 20200123	00	LAUGHLIN TRUSTEE, KATHLEEN A PR0123	00	01/23/2020	051-0000-241.00-00	PAYROLL SUMMARY	35.00	
						VENDOR TOTAL *	35.00	
0004653 20200123	00	NEBRASKA DEPT OF REVENUE-GARNISHMNT PR0123	00	01/23/2020	051-0000-241.00-00	PAYROLL SUMMARY	40.00	
						VENDOR TOTAL *	40.00	
0004192 20200123	00	PAYROLL EFT DEDUCTIONS PR0123	00	01/23/2020	051-0000-241.00-00	PAYROLL SUMMARY	175,812.15	
						VENDOR TOTAL *	175,812.15	
						EFT/EPAY TOTAL ***		121,330.23
						TOTAL EXPENDITURES ****	179,623.41	121,330.23
					GRAND TOTAL *****			300,953.64

Prepared 1/22/20, 15:22:53
Pay Date 1/23/20
Primary FIRST NATIONAL BANK

CITY OF FREMONT
Direct Deposit Register

Account Number Employee Name Social Security Deposit Amount

Final Total 283,825.33 Count 176

EAL DESCRIPTION: EAL: 01232020 ANDERSEND

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 01/29/2020
All banks A

REPORT SEQUENCE OPTIONS:

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

This report is by: Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2020
Disbursement year/per 2020/04
Payment date 01/29/2020

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004276	00	AIRGAS USA LLC						
9967133949		PI1870	00	01/29/2020	051-5105-502.60-76	PO NUM 050164	EFT:	1,067.99
9967133950		PI1871	00	01/29/2020	051-5105-502.60-76	PO NUM 050164	EFT:	53.94
9096919958		PI1951	00	01/29/2020	051-5105-502.50-35	PO NUM 052865	EFT:	202.50
						VENDOR TOTAL *	.00	1,324.43
0000827	00	ALS LABORATORY GROUP						
515738		PI1802	00	01/29/2020	051-5105-502.60-61	PO NUM 052738	1,080.00	
						VENDOR TOTAL *	1,080.00	
0000220	00	AMERICAN SAFETY UTILITY CORP						
401895		PI1885	00	01/29/2020	051-5205-580.60-79	PO NUM 052851	17.31	
401895		PI1886	00	01/29/2020	051-5205-580.50-35	PO NUM 052851	356.78	
						VENDOR TOTAL *	374.09	
0005199	00	APX INC						
10410		PI1813	00	01/29/2020	051-5105-502.50-64	PO NUM 052892	EFT:	179.65
10508		PI1814	00	01/29/2020	051-5105-502.50-64	PO NUM 052892	EFT:	1,000.00
						VENDOR TOTAL *	.00	1,179.65
0002869	00	AQUA-CHEM INC						
00192676		PI1799	00	01/29/2020	053-6105-502.50-52	PO NUM 052239	2,289.00	
						VENDOR TOTAL *	2,289.00	
0002637	00	BABCOCK & WILCOX CO (DIAMOND POWER)						
552587		PI1775	00	01/29/2020	051-0000-153.00-00	PO NUM 052573	4,071.81	
						VENDOR TOTAL *	4,071.81	
0003013	00	BARCO MUNICIPAL PRODUCTS INC						
IN-235643		PI1800	00	01/29/2020	051-5001-940.50-35	PO NUM 052575	1,712.00	
IN-235643		PI1801	00	01/29/2020	051-5001-940.60-79	PO NUM 052575	107.00	
						VENDOR TOTAL *	1,819.00	
9999999	00	BECKLER, VICKI L						
000079837		UT	00	01/29/2020	051-0000-143.00-00	MANUAL CHECK	145.84	
						VENDOR TOTAL *	145.84	
0003545	00	BOMGAARS SUPPLY INC						
16490869		PI1785	00	01/29/2020	051-5001-940.50-35	PO NUM 052068	227.24	
16497321		PI1938	00	01/29/2020	053-6205-583.50-35	PO NUM 052068	27.46	
						VENDOR TOTAL *	254.70	
0002902	00	BORDER STATES / KRIZ-DAVIS						
919234032		PI1776	00	01/29/2020	051-0000-154.00-00	PO NUM 052840	EFT:	115.37
919234030		PI1777	00	01/29/2020	051-0000-154.00-00	PO NUM 052842	EFT:	644.78
919234033		PI1780	00	01/29/2020	051-0000-154.00-00	PO NUM 052862	EFT:	890.33
919238589		PI1793	00	01/29/2020	051-5105-502.50-35	PO NUM 052078	EFT:	48.78
919237506		PI1792	00	01/29/2020	051-5205-580.50-35	PO NUM 052078	EFT:	57.01
919245550		PI1794	00	01/29/2020	051-5205-580.50-35	PO NUM 052078	EFT:	37.91
919246397		PI1795	00	01/29/2020	051-5205-580.50-35	PO NUM 052078	EFT:	39.73

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0002902	00	BORDER STATES / KRIZ-DAVIS						
919276928	PI1920		00	01/29/2020	051-5205-580.50-35	PO NUM 052872	EFT:	115.87
919276929	PI1952		00	01/29/2020	051-5205-580.50-35	PO NUM 052871	EFT:	613.18
919279575	PI1898		00	01/29/2020	055-7105-502.50-35	PO NUM 052078	EFT:	26.40
919279873	PI1899		00	01/29/2020	055-7105-502.50-35	PO NUM 052078	EFT:	92.25
						VENDOR TOTAL *	.00	2,681.61
0000529	00	BUILD-ALL LLC						
51887	PI1811		00	01/29/2020	051-5105-502.50-35	PO NUM 052878	88.99	
51887	PI1812		00	01/29/2020	051-5105-502.60-79	PO NUM 052878	23.66	
						VENDOR TOTAL *	112.65	
0002836	00	BURNS & MCDONNELL ENGINEERING CO						
118573-3	PI1936		00	01/29/2020	053-6105-502.60-57	PO NUM 051794	2,681.55	
						VENDOR TOTAL *	2,681.55	
0004518	00	CAPPEL AUTO SUPPLY INC						
2634-00-011087	PI1906		00	01/29/2020	051-5001-940.50-35	PO NUM 052100	103.26	
2634-00-011252	PI1917		00	01/29/2020	051-5001-940.50-48	PO NUM 052860	274.95	
2634-00-011175	PI1797		00	01/29/2020	051-5205-580.50-48	PO NUM 052100	231.67	
2634-00-011253	PI1916		00	01/29/2020	051-5205-580.50-35	PO NUM 052859	760.24	
						VENDOR TOTAL *	1,370.12	
9999999	00	CARROLL, BALLEY M						
000077253	UT		00	01/29/2020	051-0000-143.00-00	MANUAL CHECK	90.33	
						VENDOR TOTAL *	90.33	
0003817	00	CED AUTOMATION OMAHA						
5411-591617	PI1804		00	01/29/2020	051-5105-502.50-35	PO NUM 052790	394.57	
5411-593019	PI1882		00	01/29/2020	051-5105-502.50-35	PO NUM 052790	1,183.72	
5411-592792	PI1911		00	01/29/2020	051-5105-502.50-35	PO NUM 052790	789.15	
						VENDOR TOTAL *	2,367.44	
0002951	00	CENTRAL STATES GROUP						
1386999-00	PI1891		00	01/29/2020	051-0000-153.00-00	PO NUM 052823	16.66	
1377021/1383148	PI1783		00	01/29/2020	051-5105-502.60-79	PO NUM 051758	16.01	
1387113-01	PI1807		00	01/29/2020	051-5105-502.50-35	PO NUM 052823	19.88	
1387113-00	PI1808		00	01/29/2020	051-5105-502.50-35	PO NUM 052823	249.72	
						VENDOR TOTAL *	302.27	
0002675	00	CENTURYLINK						
402D250414	0120PI1942		00	01/29/2020	051-5001-922.50-53	PO NUM 052104	588.23	
402D250415	0120PI1943		00	01/29/2020	051-5001-922.50-53	PO NUM 052104	588.23	
4027272600	0120PI1944		00	01/29/2020	051-5001-922.50-53	PO NUM 052104	142.64	
4027272606	0120PI1945		00	01/29/2020	051-5001-922.50-53	PO NUM 052104	416.12	
4027272654	0120PI1946		00	01/29/2020	051-5001-922.50-53	PO NUM 052104	55.83	
						VENDOR TOTAL *	1,791.05	
0003615	00	COLE PAPERS INC						
9627294	PI1934		00	01/29/2020	051-0000-154.00-00	PO NUM 052902	EFT:	4,069.36

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003615	00	COLE PAPERS INC						
						VENDOR TOTAL *	.00	4,069.36
0005100	00	COTTONWOOD WIND PROJECT LLC						
544930	DEC 19		00	01/29/2020		051-5105-555.50-00	EFT:	298,057.20
						Wind energy under PPA		
						VENDOR TOTAL *	.00	298,057.20
9999999	00	DAVIS, SHARI L						
000079257	UT		00	01/29/2020		051-0000-143.00-00 MANUAL CHECK	37.87	
						VENDOR TOTAL *	37.87	
9999999	00	DELLAMAGGIORA, ALYSSA R						
000077993	UT		00	01/29/2020		051-0000-143.00-00 MANUAL CHECK	5.07	
						VENDOR TOTAL *	5.07	
0002710	00	DOWCO VALVE CO INC						
33283		PI1872	00	01/29/2020		051-5105-502.60-61 PO NUM 052126	EFT:	882.75
33283		PI1873	00	01/29/2020		051-5105-502.60-61 PO NUM 052126	EFT:	882.75
						VENDOR TOTAL *	.00	1,765.50
0002880	00	DUNRITE INC						
B730230		PI1779	00	01/29/2020		051-0000-154.00-00 PO NUM 052854	824.52	
						VENDOR TOTAL *	824.52	
0003091	00	DUTTON-LAINSON CO						
812980-1		PI1778	00	01/29/2020		051-0000-154.00-00 PO NUM 052847		
S10260-1		PI1888	00	01/29/2020		051-0000-156.00-00 PO NUM 051866	EFT:	1,267.96
S12108-1		PI1890	00	01/29/2020		051-0000-154.00-00 PO NUM 052726	EFT:	12,056.76
S11114-2		PI1929	00	01/29/2020		051-0000-154.00-00 PO NUM 052258	EFT:	871.04
S12185-1		PI1931	00	01/29/2020		051-0000-154.00-00 PO NUM 052768	EFT:	574.48
813408-1		PI1933	00	01/29/2020		051-0000-154.00-00 PO NUM 052898	EFT:	246.53
						VENDOR TOTAL *	.00	173.34
						VENDOR TOTAL *	.00	15,190.11
0004605	00	DXP ENTERPRISES INC						
51117130		PI1892	00	01/29/2020		051-0000-154.00-00 PO NUM 052850	EFT:	325.88
						VENDOR TOTAL *	.00	325.88
0003087	00	EAKES OFFICE SOLUTIONS						
7942812-0		PI1893	00	01/29/2020		051-0000-154.00-00 PO NUM 052897	203.13	
						VENDOR TOTAL *	203.13	
0005155	00	EHPV OPERATING GROUP LLC (BIG RED)						
011820	KEVIN S	PI1937	00	01/29/2020		053-6205-583.20-29 PO NUM 052065	15.15	
						VENDOR TOTAL *	15.15	
0002674	00	ELECTRIC PUMP INC						
0885841-IN		PI1932	00	01/29/2020		051-0000-153.00-00 PO NUM 052810	EFT:	676.76
						VENDOR TOTAL *	.00	676.76
0004551	00	ELEMETAL FABRICATION LLC						

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004551	00	ELEMETAL FABRICATION LLC						
15450		PI1796	00	01/29/2020	051-5105-502.50-35	PO NUM 052087	17.97	
15733		PI1941	00	01/29/2020	051-5105-502.50-35	PO NUM 052087	228.67	
15664		PI1902	00	01/29/2020	057-8205-870.50-48	PO NUM 052087	100.54	
						VENDOR TOTAL *	347.18	
0001091	00	EMANUEL PRINTING INC						
14076		PI1953	00	01/29/2020	051-5001-903.50-40	PO NUM 052883	284.62	
						VENDOR TOTAL *	284.62	
9999999	00	ERIKSEN CONSTRUCTION						
000076791		UT	00	01/29/2020	051-0000-143.00-00	MANUAL CHECK	289.70	
						VENDOR TOTAL *	289.70	
0002050	00	FASTENAL CO						
NEFRE171746		PI1786	00	01/29/2020	051-5001-940.50-35	PO NUM 052073	EFT:	173.73
NEFRE172056		PI1788	00	01/29/2020	051-5001-940.50-35	PO NUM 052073	EFT:	137.89
NEFRE171950		PI1787	00	01/29/2020	051-5105-502.50-35	PO NUM 052073	EFT:	29.28
NEFRE172642		PI1939	00	01/29/2020	051-5105-502.50-35	PO NUM 052073	EFT:	21.19
NEFRE172689		PI1940	00	01/29/2020	051-5105-502.50-35	PO NUM 052073	EFT:	25.28
NEFRE172181		PI1789	00	01/29/2020	051-5205-580.50-35	PO NUM 052073	EFT:	131.55
NEFRE172378		PI1790	00	01/29/2020	057-8205-870.50-35	PO NUM 052073	EFT:	27.11
						VENDOR TOTAL *	.00	546.03
0004993	00	FIKES COMMERCIAL HYGIENE LLC						
22873		PI1798	00	01/29/2020	051-5001-932.60-61	PO NUM 052107	EFT:	164.78
						VENDOR TOTAL *	.00	164.78
0003619	00	FIRST NATIONAL BANK FREMONT (TRUST)						
76111601/0120		PI1956	00	01/29/2020	051-5001-928.02-00	PO NUM 052948	EFT:	405.00
76115901/0120		PI1958	00	01/29/2020	051-5001-928.02-00	PO NUM 052948	EFT:	500.00
76117501/0120		PI1960	00	01/29/2020	051-5001-928.02-00	PO NUM 052948	EFT:	500.00
76120501/0120		PI1961	00	01/29/2020	051-5001-928.02-00	PO NUM 052948	EFT:	194.35
76126701/0120		PI1966	00	01/29/2020	051-5001-928.02-00	PO NUM 052948	EFT:	112.50
76111601/0120		PI1957	00	01/29/2020	053-6001-928.02-00	PO# 052948	EFT:	45.00
76116801/0120		PI1959	00	01/29/2020	053-6001-928.02-00	PO NUM 052948	EFT:	500.00
76120501/0120		PI1962	00	01/29/2020	053-6001-928.02-00	PO# 052948	EFT:	195.80
76124001/0120		PI1964	00	01/29/2020	053-6001-928.02-00	PO NUM 052948	EFT:	233.05
76120501/0120		PI1963	00	01/29/2020	055-7001-928.02-00	PO# 052948	EFT:	109.85
76124001/0120		PI1965	00	01/29/2020	055-7001-928.02-00	PO# 052948	EFT:	266.95
76126701/0120		PI1967	00	01/29/2020	055-7001-928.02-00	PO# 052948	EFT:	387.50
						VENDOR TOTAL *	.00	3,450.00
0001111	00	FREMONT BUILDERS SUPPLY INC						
551093		PI1887	00	01/29/2020	051-5001-940.60-61	PO NUM 052907	85.00	
551765		PI1954	00	01/29/2020	051-5001-940.50-35	PO NUM 052934	160.50	
551765		PI1955	00	01/29/2020	051-5001-940.60-61	PO NUM 052934	85.00	
						VENDOR TOTAL *	330.50	
0001132	00	FREMONT WINNELSON CO						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001132 340430 01	00	FREMONT WINNELSON CO PI1791	00	01/29/2020	057-8205-870.50-35	PO NUM 052074	70.21	
						VENDOR TOTAL *	70.21	
9999999 000079263	00	GAMEZ, ANTONIO UT	00	01/29/2020	051-0000-143.00-00	MANUAL CHECK	78.20	
						VENDOR TOTAL *	78.20	
0005242 160606 160606	00	GENERAL EQUIPMENT CO PI1947 PI1948	00	01/29/2020 01/29/2020	051-5105-502.50-35 051-5105-502.60-79	PO NUM 052560 PO NUM 052560	533.32 16.59	
						VENDOR TOTAL *	549.91	
0001148 12514	00	GOREE BACKHOE & EXCAVATING INC PI1875	00	01/29/2020	055-7105-502.60-55	PO NUM 052498	11,778.60	
						VENDOR TOTAL *	11,778.60	
0004677 57395700	00	GOVCONNECTION INC PI1803	00	01/29/2020	051-5001-922.60-65	PO NUM 052771	EFT:	826.32
						VENDOR TOTAL *	.00	826.32
0001445 9314082781 9314172671	00	GRAYBAR ELECTRIC CO PI1889 PI1950	00	01/29/2020 01/29/2020	051-0000-154.00-00 051-5205-580.50-35	PO NUM 052523 PO NUM 052708	575.00 1,423.38	
						VENDOR TOTAL *	1,998.38	
0000602 396607 396607	00	GROEBNER & ASSOCIATES INC PI1809 PI1810	00	01/29/2020 01/29/2020	057-8205-870.50-35 057-8205-870.60-79	PO NUM 052856 PO NUM 052856	EFT: EFT:	497.78 50.84
						VENDOR TOTAL *	.00	548.62
0004419 27115 27115 27114 27114	00	HANSEN TIRE LLC PI1896 PI1897 PI1894 PI1895	00	01/29/2020 01/29/2020 01/29/2020 01/29/2020	051-5105-502.50-48 051-5105-502.60-59 053-6205-583.50-48 053-6205-583.60-59	PO NUM 052076 PO NUM 052076 PO NUM 052076 PO NUM 052076	3.17 30.00 2.11 20.00	
						VENDOR TOTAL *	55.28	
0004469 449433	00	HAYES MECHANICAL PI1935	00	01/29/2020	051-5105-502.60-61	PO NUM 051787	575.43	
						VENDOR TOTAL *	575.43	
0002794 1200238921	00	HDR ENGINEERING INC PI1784	00	01/29/2020	051-5105-502.60-61	PO NUM 051910	EFT:	12,480.00
						VENDOR TOTAL *	.00	12,480.00
0003359 5250461273 5250461273	00	HONEYWELL INDUSTRY SOLUTIONS PI1774 PI1782	00	01/29/2020 01/29/2020	051-0000-153.00-00 051-5105-502.60-79	PO NUM 050514 PO NUM 050514	EFT: EFT:	2,544.00 25.00
						VENDOR TOTAL *	.00	2,569.00
9999999	00	HORST POWER REALTY GROUP						

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
9999999 000078853	00	HORST POWER REALTY GROUP UT	00	01/29/2020	051-0000-143.00-00	MANUAL CHECK	86.57	
						VENDOR TOTAL *	86.57	
0004062 431	00	HOUSTON & ASSOCIATES LLC PI1907	00	01/29/2020	057-8205-870.60-61	PO NUM 052314	EFT:	2,500.00
						VENDOR TOTAL *	.00	2,500.00
9999999 000021153	00	HOWARD, DAVID W UT	00	01/29/2020	051-0000-143.00-00	MANUAL CHECK	120.15	
						VENDOR TOTAL *	120.15	
0001833 1057504-000	00	INDUSTRIAL SALES CO INC PI1781	00	01/29/2020	057-0000-154.00-00	PO NUM 052873	222.71	
						VENDOR TOTAL *	222.71	
0003483 403051	00	INTERSTATE CHEMICAL CO INC PI1949	00	01/29/2020	051-5105-502.50-52	PO NUM 052576	4,194.87	
						VENDOR TOTAL *	4,194.87	
0004205 8189541	00	JCI INDUSTRIES INC PI1930	00	01/29/2020	051-0000-153.00-00	PO NUM 052668	69.81	
						VENDOR TOTAL *	69.81	
0004153 0913739-IN 0913739-IN	00	JOHNSON HARDWARE CO LLC PI1805 PI1806	00	01/29/2020 01/29/2020	051-5105-502.50-35 051-5105-502.60-61	PO NUM 052792 PO NUM 052792	562.82 470.80	
						VENDOR TOTAL *	1,033.62	
9999999 000074613	00	KFM PROPERTIES LLC UT	00	01/29/2020	051-0000-143.00-00	MANUAL CHECK	448.80	
						VENDOR TOTAL *	448.80	
0001779 IN50489 IN50489	00	KLUG SONS INC, H G PI1918 PI1919	00	01/29/2020 01/29/2020	051-5105-502.50-35 051-5105-502.60-79	PO NUM 052864 PO NUM 052864	EFT: EFT:	152.88 16.57
						VENDOR TOTAL *	.00	169.45
0003043 2020/MIKAN 2020/KONTOR 2020/PERRY K	00	LEAGUE OF NE MUNICIPAL-UTILITIES SECT PI1926 PI1927 PI1928	00	01/29/2020 01/29/2020 01/29/2020	055-7105-502.60-62 055-7105-502.60-62 055-7105-502.60-62	PO NUM 052922 PO NUM 052922 PO NUM 052922	95.00 95.00 95.00	
						VENDOR TOTAL *	285.00	
0002945 120950 120951	00	LYMAN RICHEY PI1972 PI1973	00	01/29/2020 01/29/2020	053-6205-583.50-35 053-6205-583.50-35	PO NUM 052081 PO NUM 052081	589.40 68.13	
						VENDOR TOTAL *	657.53	
0000480	00	MALLOY ELECTRIC						

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000480 6277995	00	MALLOY ELECTRIC PI1990	00	01/29/2020	051-5105-502.60-61	PO NUM 052789	1,925.00	
VENDOR TOTAL *							1,925.00	
0002052 21016151 21033411 21045122	00	MATHESON LINWELD PI1909 PI1971 PI1985	00	01/29/2020 01/29/2020 01/29/2020	051-5105-502.50-35 051-5105-502.60-59 051-5105-502.50-35	PO NUM 052499 PO NUM 052080 PO NUM 052499	EFT: EFT: EFT:	364.98 80.79 364.98
VENDOR TOTAL *							.00	810.75
0003289 0087496-IN 0087496-IN 0087496-IN	00	MATT FRIEND TRUCK EQUIPMENT INC PI1838 PI1839 PI1840	00	01/29/2020 01/29/2020 01/29/2020	051-5001-940.50-48 051-5001-940.60-79 051-5205-580.50-48	PO NUM 052784 PO NUM 052784 PO NUM 052784	734.50 28.43 129.62	
VENDOR TOTAL *							892.55	
0000667 26928835 26928835	00	MCMASTER-CARR SUPPLY CO PI1844 PI1845	00	01/29/2020 01/29/2020	051-5105-502.50-35 051-5105-502.60-79	PO NUM 052863 PO NUM 052863	141.05 14.47	
VENDOR TOTAL *							155.52	
0004500 635561 635499/635672	00	MECHANICAL DYNAMICS & ANALYSIS LLC PI1866 PI1969	00	01/29/2020 01/29/2020	051-0000-153.00-00 051-0000-153.00-00	PO NUM 052846 PO NUM 052846	EFT: EFT:	17,077.26 16,777.62
VENDOR TOTAL *							.00	33,854.88
Stock parts for planned U8 outage								
0005201 1435219C3908	00	MEDEXPRESS URGENT CARE NEBRASKA INC PI1830	00	01/29/2020	051-5001-926.60-61	PO NUM 052113	484.00	
VENDOR TOTAL *							484.00	
0001555 24395	00	MELLEN & ASSOCIATES INC PI1878	00	01/29/2020	055-7105-502.50-35	PO NUM 052780	EFT:	513.00
VENDOR TOTAL *							.00	513.00
0001229 85877 86075 86103 86486 86470 86241 86106 86059 86707	00	MENARDS - FREMONT PI1821 PI1823 PI1843 PI1975 PI1900 PI1974 PI1989 PI1822 PI1976	00	01/29/2020 01/29/2020 01/29/2020 01/29/2020 01/29/2020 01/29/2020 01/29/2020 01/29/2020 01/29/2020 01/29/2020	051-5001-940.50-35 051-5001-940.50-35 051-5001-940.50-35 051-5001-940.50-35 051-5105-502.50-35 051-5105-502.50-35 051-5105-502.50-35 051-5105-502.50-35 051-5205-580.50-35 053-6105-502.50-35	PO NUM 052083 PO NUM 052083 PO NUM 052861 PO NUM 052083 PO NUM 052083 PO NUM 052083 PO NUM 052775 PO NUM 052083 PO NUM 052083	55.15 121.00 524.29 126.38 58.85 216.90 352.03 123.05 26.73	
VENDOR TOTAL *							1,604.38	
0004442 51055 51055	00	MID-IOWA SOLID WASTE EQUIPMENT CO PI1836 PI1837	00	01/29/2020 01/29/2020	055-7205-583.50-35 055-7205-583.60-79	PO NUM 052782 PO NUM 052782	813.26 25.82	
VENDOR TOTAL *							839.08	
0002960	00	MIDLAND SCIENTIFIC INC						

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002960	00	MIDLAND SCIENTIFIC INC									
6027662		PI1877				00	01/29/2020	055-7105-502.50-52	PO NUM 052716	214.36	
6027641		PI1883				00	01/29/2020	055-7105-502.50-52	PO NUM 052827	26.03	
6027663		PI1884				00	01/29/2020	055-7105-502.50-52	PO NUM 052827	145.27	
									VENDOR TOTAL *	385.66	
0000364	00	MIDWEST INDUSTRIAL SUPPLY INC									
INV-081448		PI1994				00	01/29/2020	051-5105-502.50-35	PO NUM 052832	754.48	
INV-081448		PI1995				00	01/29/2020	051-5105-502.60-79	PO NUM 052832	204.27	
									VENDOR TOTAL *	958.75	
0003008	00	MIDWEST LABORATORIES INC									
976993		PI1824				00	01/29/2020	053-6205-583.60-54	PO NUM 052084	81.40	
976994		PI1825				00	01/29/2020	055-7105-502.60-54	PO NUM 052084	1,417.50	
									VENDOR TOTAL *	1,498.90	
0004883	00	MISSISSIPPI LIME COMPANY									
1471169						00	01/29/2020	051-0000-158.02-00	1/08/20 26.01 TN	EFT:	5,169.06
1472222						00	01/29/2020	051-0000-158.02-00	1/15/20 26.01 TN	EFT:	5,169.06
									VENDOR TOTAL *	.00	10,338.12
9999999	00	MONTERROSA, NATHAN									
000078571		UT				00	01/29/2020	051-0000-143.00-00	MANUAL CHECK	76.35	
									VENDOR TOTAL *	76.35	
0001486	00	MOTION INDUSTRIES INC									
NE01-528167		PI1867				00	01/29/2020	051-0000-153.00-00	PO NUM 052880	1,339.25	
									VENDOR TOTAL *	1,339.25	
0002536	00	MSA SAFETY SALES LLC									
960793848		PI1869				00	01/29/2020	055-7105-502.50-35	PO NUM 049877	EFT:	450.00
									VENDOR TOTAL *	.00	450.00
0002985	00	MSC INDUSTRIAL SUPPLY CO INC									
87607701		PI1816				00	01/29/2020	051-0000-154.00-00	PO NUM 052852	EFT:	599.80
C88711731		PI1817				00	01/29/2020	051-0000-154.00-00	PO NUM 052884	EFT:	332.68
90594281		PI1970				00	01/29/2020	051-0000-154.00-00	PO NUM 052884	EFT:	47.59
87607761		PI1842				00	01/29/2020	051-5001-940.50-35	PO NUM 052844	EFT:	569.29
90126001		PI1923				00	01/29/2020	051-5001-940.50-35	PO NUM 052908	EFT:	213.98
90903141		PI1998				00	01/29/2020	051-5105-502.50-35	PO NUM 052909	EFT:	16.44
C89705351		PI1997				00	01/29/2020	051-5205-580.50-35	PO NUM 052896	EFT:	547.89
									VENDOR TOTAL *	.00	2,327.67
0001958	00	NEBR PUBLIC HEALTH ENVIRONMENTAL									
521868		PI1982				00	01/29/2020	053-6205-583.60-54	PO NUM 052242	EFT:	580.00
521869		PI1983				00	01/29/2020	053-6205-583.60-54	PO NUM 052242	EFT:	171.00
									VENDOR TOTAL *	.00	751.00
0003053	00	NEBRASKA HEALTH & HUMAN SERV-LIHEAP									
000071243		UT				00	01/29/2020	051-0000-143.00-00	Energy Assistance Refund	45.33	

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003053	00	NEBRASKA HEALTH & HUMAN SERV-LIHEAP									
000056029		UT				00	01/29/2020	051-0000-143.00-00	Energy Assistance Refund	185.68	
									VENDOR TOTAL *	231.01	
0001430	00	NEBRASKA RURAL WATER ASSOCIATION									
2020 RENEWAL		PI1925				00	01/29/2020	053-6205-583.60-67	PO NUM 052920	275.00	
									VENDOR TOTAL *	275.00	
0001473	00	NMC INC									
CUI744115		PI1820				00	01/29/2020	051-5001-940.50-35	PO NUM 051902	1,171.65	
CUI741992		PI1879				00	01/29/2020	051-5205-580.50-48	PO NUM 052783	594.24	
CUI744179		PI1880				00	01/29/2020	051-5205-580.50-48	PO NUM 052783	702.47	
CUI744620		PI1881				00	01/29/2020	051-5205-580.50-48	PO NUM 052783	420.71	
CUI735313		PI1876				00	01/29/2020	055-7105-502.50-48	PO NUM 052635	132.40	
									VENDOR TOTAL *	3,021.47	
0002054	00	NORTHWEST ELECTRIC LLC									
0207003		PI1831				00	01/29/2020	055-7105-502.60-59	PO NUM 052632	1,400.00	
									VENDOR TOTAL *	1,400.00	
0002937	00	O'KEEFE ELEVATOR CO INC									
01404698		PI1819				00	01/29/2020	051-5105-502.60-61	PO NUM 051665	4,392.00	
									VENDOR TOTAL *	4,392.00	
0001020	00	O'REILLY AUTOMOTIVE INC									
0397-287403		PI1826				00	01/29/2020	051-5001-940.50-35	PO NUM 052085	243.19	
0397-287480		PI1827				00	01/29/2020	051-5001-940.50-35	PO NUM 052085	76.62	
0397-288783		PI1828				00	01/29/2020	051-5001-940.50-35	PO NUM 052085	145.09	
0397-290962		PI1901				00	01/29/2020	051-5001-940.50-35	PO NUM 052085	123.82	
0397-292192		PI1977				00	01/29/2020	051-5205-580.50-35	PO NUM 052085	45.91	
									VENDOR TOTAL *	634.63	
0005052	00	OLD DOMINION FREIGHT LINE INC									
27505039407		PI1835				00	01/29/2020	051-5105-502.60-79	PO NUM 052766	611.80	
									VENDOR TOTAL *	611.80	
0002946	00	OMAHA PUBLIC POWER DISTRICT									
7281943133	0120	PI1984				00	01/29/2020	055-7105-502.60-71	PO NUM 052424		EFT: 33.25
0128000051	0120	PI1980				00	01/29/2020	057-8205-870.60-61	PO NUM 052176		EFT: 134.50
									VENDOR TOTAL *	.00	167.75
0004859	00	PATRIOT CRANE AND RIGGING LLC									
20232		PI1834				00	01/29/2020	051-5205-580.60-61	PO NUM 052706	940.00	
									VENDOR TOTAL *	940.00	
0004948	00	PCM SALES INC									
B13422390101		PI1922				00	01/29/2020	055-7105-502.50-35	PO NUM 052881	49.99	
									VENDOR TOTAL *	49.99	
0004800	00	PINNACLE BANK - VISA									

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0004800	00	PINNACLE BANK - VISA						
TAMMY/TYLER	PI1864		00	01/29/2020	051-5001-922.60-62	PO NUM 052869	1,289.23	
TAMMY/TYLER	PI1865		00	01/29/2020	051-5001-922.60-62	PO NUM 052869	1,289.23	
						VENDOR TOTAL *	2,578.46	
0003566	00	POLYDYNE INC						
1416542	PI1815		00	01/29/2020	055-0000-154.00-00	PO NUM 052798	EFT:	12,501.06
1419715	PI1868		00	01/29/2020	055-0000-154.00-00	PO NUM 052887	EFT:	12,501.06
							Polymer at WWTP	
						VENDOR TOTAL *	.00	25,002.12
0004740	00	PREMIER STAFFING INC						
14338	PI1829		00	01/29/2020	051-5001-926.60-61	PO NUM 052099	40.00	
						VENDOR TOTAL *	40.00	
0004885	00	PRISM SMART SOLUTIONS						
1779	PI1874		00	01/29/2020	051-5001-932.60-65	PO NUM 052279	90.00	
						VENDOR TOTAL *	90.00	
0000861	00	PRYOR LEARNING SOLUTIONS INC						
034595337-19365	PI1924		00	01/29/2020	053-6105-502.60-62	PO NUM 052919	299.00	
						VENDOR TOTAL *	299.00	
0004866	00	QUESTLINE INC						
010820A	PI1908		00	01/29/2020	051-5001-903.60-61	PO NUM 052368	3,420.75	
						VENDOR TOTAL *	3,420.75	
9999999	00	RAINS, MALLORY J						
000056029	UT		00	01/29/2020	051-0000-143.00-00	MANUAL CHECK	200.00	
						VENDOR TOTAL *	200.00	
0002876	00	RAWHIDE CHEMOIL INC						
770263	PI1912		00	01/29/2020	055-7105-502.50-30	PO NUM 052819	1,879.65	
774930	PI1913		00	01/29/2020	055-7105-502.50-30	PO NUM 052819	1,335.90	
						VENDOR TOTAL *	3,215.55	
0004939	00	RESCO						
770886-00	PI1832		00	01/29/2020	051-5205-580.50-35	PO NUM 052638	400.15	
770886-00	PI1833		00	01/29/2020	051-5205-580.60-79	PO NUM 052638	39.53	
						VENDOR TOTAL *	439.68	
0003790	00	RIEKES EQUIPMENT CO						
SWO038802-1	PI1978		00	01/29/2020	051-5001-940.50-35	PO NUM 052101	EFT:	5.78
SWO038802-1	PI1979		00	01/29/2020	051-5001-940.60-61	PO NUM 052101	EFT:	96.30
						VENDOR TOTAL *	.00	102.08
0003812	00	RMB CONSULTING & RESEARCH INC						
16495	PI1818		00	01/29/2020	051-5105-502.60-61	PO NUM 046343	EFT:	294.00
						VENDOR TOTAL *	.00	294.00
0001298	00	ROGERS TENT & AWNING CO						

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001298 011620	00	ROGERS TENT & AWNING CO PI2000	00 01/29/2020	051-5001-940.50-35	PO NUM 052935	64.20	
					VENDOR TOTAL *	64.20	
0000663 81795152	00	SAFETY-KLEEN SYSTEMS INC PI1841	00 01/29/2020	051-5105-502.60-61	PO NUM 052804	329.65	
					VENDOR TOTAL *	329.65	
0000762 4527071227-INV1	00	SCHAEFFER MANUFACTURING CO PI1921	00 01/29/2020	051-5105-502.50-35	PO NUM 052879	EFT:	270.76
					VENDOR TOTAL *	.00	270.76
0005176 1160372258 1160372861	00	SCHENCK PROCESS LLC PI1851 PI1968	00 01/29/2020 00 01/29/2020	051-0000-153.00-00 051-0000-153.00-00	PO NUM 052817 PO NUM 052817	EFT: EFT:	17,672.08 1,157.31
					VENDOR TOTAL *	.00	18,829.39
0004661 191200799	00	SCREENING ONE INC PI1905	00 01/29/2020	051-5001-926.60-61	PO NUM 052096	759.88	
					VENDOR TOTAL *	759.88	
0004989 0367666 0367657	00	SCS ENGINEERS PI1858 PI1859	00 01/29/2020 00 01/29/2020	051-5105-502.60-57 051-5105-502.60-57	PO NUM 052570 PO NUM 052571	2,250.00 1,000.00	
					VENDOR TOTAL *	3,250.00	
0005145 61779	00	SETPOINT CONTROLS LLC PI1849	00 01/29/2020	051-0000-153.00-00	PO NUM 052773	12,439.03	
					VENDOR TOTAL *	12,439.03	
0003036 20-0054 20-0054	00	SHAFFER COMMUNICATIONS INC PI1991 PI1992	00 01/29/2020 00 01/29/2020	051-5105-502.50-35 051-5105-502.60-79	PO NUM 052822 PO NUM 052822	395.21 21.03	
					VENDOR TOTAL *	416.24	
0000429 240901	00	SKARSHAUG TESTING LABORATORY INC PI1852	00 01/29/2020	051-0000-154.00-00	PO NUM 052848	956.94	
					VENDOR TOTAL *	956.94	
0000910 330024	00	SOLOMON CORPORATION PI1846	00 01/29/2020	051-0000-156.00-00	PO NUM 052384	5,778.00	
					VENDOR TOTAL *	5,778.00	
0005183 263161	00	SUPERION LLC - CENTRALSQUARE	00 01/29/2020	051-0000-165.00-00	Cloud Access Fee 2020	EFT:	118,822.81
					VENDOR TOTAL *	Annual license fee for enterprise software .00	118,822.81
0004647 26213 26105	00	T SQUARE SUPPLY LLC PI1999 PI1903	00 01/29/2020 00 01/29/2020	051-5105-502.50-35 055-7105-502.50-35	PO NUM 052927 PO NUM 052091	459.49 37.79	

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004647	00	T SQUARE SUPPLY LLC						
						VENDOR TOTAL *	497.28	
9999999 000019259	00	THOMPSON, LARRY L UT	00	01/29/2020	051-0000-143.00-00	MANUAL CHECK	144.50	
						VENDOR TOTAL *	144.50	
0001339 41728	00	TIMME WELDING & SUPPLY LLC PI1904	00	01/29/2020	051-5001-940.50-48	PO NUM 052092	255.31	
						VENDOR TOTAL *	255.31	
0004552 13467176	00	TITAN MACHINERY INC PI1863	00	01/29/2020	053-6205-583.50-48	PO NUM 052858	EFT:	650.66
						VENDOR TOTAL *	.00	650.66
0003478 115780332 115780332	00	ULINE PI1914 PI1915	00	01/29/2020 01/29/2020	051-5001-940.50-35 051-5001-940.60-79	PO NUM 052849 PO NUM 052849	831.00 20.37	
						VENDOR TOTAL *	851.37	
0000647 103535 103535	00	USABLUBOOK PI1861 PI1862	00	01/29/2020 01/29/2020	051-5105-502.50-35 051-5105-502.60-79	PO NUM 052809 PO NUM 052809	200.70 24.07	
						VENDOR TOTAL *	224.77	
0000525 40057018-000	00	UTILITY EQUIPMENT CO PI1993	00	01/29/2020	053-6205-583.50-35	PO NUM 052831	3,075.00	
						VENDOR TOTAL *	3,075.00	
9999999 000050565	00	VENNEMAN, DUSTIN W UT	00	01/29/2020	051-0000-143.00-00	MANUAL CHECK	145.23	
						VENDOR TOTAL *	145.23	
0005161 57768061 57769484	00	VERTIV CORPORATION PI1857 PI1910	00	01/29/2020 01/29/2020	051-5001-922.60-65 051-5001-922.60-65	PO NUM 052506 PO NUM 052540	4,138.59 5,840.23	
						VENDOR TOTAL *	9,978.82	
0004749 187680	00	VISION METERING LLC PI1996	00	01/29/2020	051-5205-580.50-35	PO NUM 052870	725.00	
						VENDOR TOTAL *	725.00	
0003627 INV172297 INV172297 INV172297	00	WACHS, E H PI1986 PI1987 PI1988	00	01/29/2020 01/29/2020 01/29/2020	053-6205-583.50-35 053-6205-583.60-61 053-6205-583.60-79	PO NUM 052686 PO NUM 052686 PO NUM 052686	2,534.94 465.00 115.00	
						VENDOR TOTAL *	3,114.94	
0003689 IN49128	00	WATER ENGINEERING INC PI1853	00	01/29/2020	055-7105-502.60-59	PO NUM 047469	150.00	

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003689	00	WATER ENGINEERING INC					
					VENDOR TOTAL *	150.00	
0004336	00	WATERLINK INC					
27040		PI1854	00 01/29/2020	051-5105-502.50-52	PO NUM 050155	1,361.39	
27040		PI1855	00 01/29/2020	051-5105-502.50-52	PO NUM 050155	2,061.97	
					VENDOR TOTAL *	3,423.36	
9999999	00	WEHRBEIN, ABIGAIL					
000072705		UT	00 01/29/2020	051-0000-143.00-00	MANUAL CHECK	120.50	
					VENDOR TOTAL *	120.50	
0000482	00	WESCO RECEIVABLES CORP					
405922		PI1847	00 01/29/2020	051-0000-154.00-00	PO NUM 052536	EFT:	3,852.00
406732		PI1848	00 01/29/2020	051-0000-154.00-00	PO NUM 052714	EFT:	9,543.76
408086		PI1850	00 01/29/2020	051-0000-154.00-00	PO NUM 052785	EFT:	370.01
379066		PI1856	00 01/29/2020	051-5001-940.60-79	PO NUM 052416	EFT:	1,063.29
406732		PI1860	00 01/29/2020	051-5205-580.60-79	PO NUM 052714	EFT:	1,674.66
					VENDOR TOTAL *	.00	16,503.72
0004135	00	WINDOW PRO INC					
44125		PI1981	00 01/29/2020	051-5001-932.60-61	PO NUM 052207	EFT:	10.70
					VENDOR TOTAL *	.00	10.70
					EFT/EPAY TOTAL ***		578,224.11
					TOTAL EXPENDITURES ****	122,011.46	578,224.11
				GRAND TOTAL *****			700,235.57

STAFF REPORT

TO: Utility and Infrastructure Board

FROM: Troy Schaben, Assistant City Administrator - Utilities

DATE: January 28, 2020

SUBJECT: Energy Services Company (ESCO)

Recommendation: Recommend City Council Award Contract for Energy Services Company to Navitas.

Background: A request for proposals was issued for an ESCO to assist Fremont with Energy Efficiency projects. Four firms responded and based on selection criteria outlined in the RFQ (including qualifications and fees), Navitas was selected.

Fiscal Impact: None. Energy efficiency projects are expected to be net zero with savings offsetting all other costs.

Responding Firms:

Navitas
GenPro
Amerisco
Energy Solutions Professionals

STAFF REPORT

TO: Utilities and Infrastructure Board (UIB)
FROM: David Goedeken, P.E., Director of Public Works/City Engineer
DATE: January 28, 2020
SUBJECT: Bell Street Asphalt Overlay Project

Recommendation: Recommend to Approve Resolution to Award Contract to CONSTRUCTORS, INC.
--

Background:

On December 18 at 2:00 p.m., bids were accepted and proposals opened for the Bell Street Asphalt Overlay Project. Six (6) interested contractors inquired about the project and three (3) bids were received. The Bell Street Asphalt Overlay project consists of all equipment, labor, tools, and materials necessary to mill and overlay two inches (2") asphalt. Work includes curb ramps, adjusting manholes, valves and replacement of vehicle loop detectors starting from Linden to 23rd Street in the City of Fremont, Nebraska.

Fiscal Impact:

CONSTRUCTORS, INC. of Lincoln, Nebraska was the lowest bid amount of \$664,408.17 with the funds coming out of the Street Fund.

STAFF REPORT

TO: Utilities and Infrastructure Board

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

DATE: January 28, 2020

SUBJECT: Ordinance to vacate Park Street right of way from the South right of way line of Cathy Street to the North right of way line of Judy Avenue.

<p>Recommendation: Recommend approval of Park Street right of way vacation.</p>
--

Background:

A request has been received to vacate the right of way of Park Street from Cathy Street to Judy Avenue. This right of way is presently not used as a roadway, however, there are utilities in the right of way which would need to be protected by an easement

Staff has determined that this portion of right of way is no longer necessary for transportation services and can be vacated. Staff is recommending the vacation request be approved conditional on an easement being granted to the city by the abutting property owner.

Fiscal Impact:

NA

Johnson Road Widening, P-123-09;
Paving District PD-550

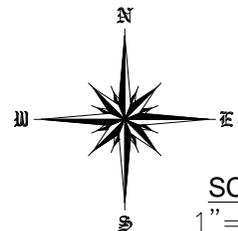


 -VACATED PARK STREET



CITY OF
FREMONT
NEBRASKA

PUBLIC WORKS
ENGINEERING DEPARTMENT



SCALE
1" = 300'

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, VACATING PARK STREET RIGHT OF WAY FROM THE SOUTH RIGHT OF WAY LINE OF CATHY STREET TO THE NORTH RIGHT OF WAY LINE OF JUDY AVENUE., IN THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA; PROVIDING FOR THE RESERVATION OF RIGHTS ASSOCIATED WITH PUBLIC UTILITIES; PROVIDING FOR SEVERABILITY; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Park Street right of way from the South right of way of Cathy Street to the North right of way line of Judy Avenue has been deemed to be of no further transportation need.

WHEREAS, said road, lies within the corporate limits of the City of Fremont, Nebraska;

WHEREAS, this section of right of way is no longer necessary for transportation purposes, and the realignment of the roadway complies with the city's Long-Range Transportation Plan 2035; and

WHEREAS, City Council finds that in accordance with *Neb. Rev. Stat. § 16-611*, title to such property shall henceforth be vested in the owners of the abutting property and become a part of such property, one-half on each side thereof, except as reserved for access and maintenance of public utilities;

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

SECTION 1: VACATION. That the City of Fremont does hereby vacate the Park Street right of way from the South right of way line of Cathy Street to the North right of way line of Judy Avenue.

SECTION 2. RESERVATIONS. In accordance with *Neb. Rev. Stat. § 16-611*, the city reserves the right to maintain, operate, repair, and renew public utilities existing at the time title to the property is vacated there; and, further reserves any public utilities, and the right to maintain, repair, renew, and operate water mains, gas mains, pole lines, conduits, electrical transmission lines, sound and signal transmission lines, and other similar services and equipment and appurtenances, including lateral connections or branch lines, above, on, or below the surface of the ground at the time title to the property is vacated for the purposes of serving the general public or the abutting properties and to enter upon the premises to accomplish such purposes at any and all reasonable times.

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

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

PASSED AND APPROVED THIS THE 28th DAY OF January, 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Utility and Infrastructure Board

FROM: Troy Schaben, Assistant City Administrator - Utilities

DATE: January 28, 2020

SUBJECT: Changes to Master Fee Schedule

Recommendation: Modify Master Fee Schedule to more accurately reflect actual costs of providing city services.

Background: Staff periodically reviews fees to help accurately reflect the cost of providing city services. The electric and gas departments are proposing revising the following fees:

1. Remove "Developer Additional Fee for Single Family Duplex, Triplex, Quadplex, etc. (per unit): \$250.00" and replace with "New Residential Underground Electric Service Connection Fee (per service): \$250.00.
2. "Joint Trench Communication Conduit (Installed by City) per ft: \$1.25" raise fee to \$2.50
3. "Communication Service Drops Installed in Utility Trench: \$10.00 plus \$.20/ft." raise fee to flat \$50.00 fee.
4. Add new "Residential Gas Service Fee (per unit) (<75') and establish fee of \$250.00

Fiscal Impact: Typical year of +/-30 new homes would result in an increase of approximately \$20,000 in fees collected. Anticipating 200+ new residences per year over the next few years, additional fees collected could be \$120,000 to \$150,000.

Master Fee Schedule Updates

January 28, 2020

The Electrical Engineering Department and Gas Department have established that the Master Fee Schedule for the City of Fremont needs to be updated to more accurately recoup the costs incurred from several activities. Below are the requested changes and their corresponding explanations:

1. Developer Additional Fee for Single Family Duplex, Triplex, Quadplex, etc. (per unit): \$250.00

Staff requests that this fee be removed from the schedule and replaced with “*New Residential Underground Electric Service Connection Fee (per service): \$250.00*”

Explanation:

Current fees collected from residential developers only cover the primary electrical infrastructure in a new development, not the individual service drops. On average, it costs the city approximately \$950.00 to install a typical underground electrical service drop to a new home. As a common practice, utilities typically try to recoup the cost difference of serving a unit underground versus overhead in this application. Historically, underground electrical infrastructure costs approximately twice as much as overhead. In that regard, it would be pertinent for the City to attempt to collect at least one-half of its underground installation costs, or, \$475.00. Staff recommends that this new fee be introduced gradually over several years, starting at \$250.00 in 2020. Staff feels that it is more appropriate to apply this fee to the end-user, the builder/homeowner, than to the developer.

2. Joint Trench Communication Conduit (Installed by City) per ft: \$1.25

Staff requests that this fee be increased to \$2.50 per ft.

Explanation:

Current estimates show that it costs the City approximately \$7.75 per foot to trench in a new underground residential development. On average, there are typically three entities occupying the trench (including the City). Staff believes it is logical to recoup one-third of the trench cost from each occupying entity, or approximately \$2.50.

3. Communication Service Drops Installed in Utility Trench: \$10.00 plus \$.20/ft.

Staff requests that this explanation and fee be changed to “*Communication Service Drops Installed in Utility Trench (per service): \$50.00*”

Explanation: This current fee is not sufficiently covering the cost associated with this activity. Estimates indicate that labor required from engineering, warehouse, and distribution personnel costs the City approximately \$52.00 per communication drop install. Staff requests that this fee be changed to \$50.00 per service.

4. New Residential Gas Service Connection Fee (per unit) (<75'): \$250.00

Staff requests that this fee be created to capture the costs of installing new gas service and to offset costs associated with purchasing additional gas capacity.

Explanation: As the city adds new gas users, the amount of natural gas consumed rises, and the city will be required to purchase additional gas capacity to account for these new users. This new fee will help recover initial installation costs and also help offset future capacity charges

Master Fee Schedule Update – Associated Estimates

January 28, 2020

1. Estimate: Underground Electrical Service Connection Fee (per service)

Labor:	\$ 497.00
Materials:	\$ 102.00
Equipment:	\$ 359.00
Total:	\$ 958.00

Description: Assumes an average 80' 1/0 Al Triplex electrical service drop in trench.

2. Estimate: Joint Trench Communication Conduit (100 Feet)

Labor:	\$ 246.00
Equipment:	\$ 530.00
Total:	\$ 776.00 (\$7.76 per Foot) (1/3 is \$2.58)

Description: Based on typical equipment and labor required to trench 100 feet in new underground development.

3. Estimate: Communication Service Drops Installed in Utility Trench (Per Service)

Labor:	\$ 52.00
Total:	\$ 52.00

Description: Includes labor required from engineering, warehouse, and distribution personnel to install communication service drop in electrical utility trench.

4. Estimate: Gas Service Connection Fee (per service)

Labor:	\$ 300.00
Materials:	\$ 300.00
Equipment:	\$ 200.00
Total:	\$ 800.00

Description: Maximum 75' gas service installation per unit.

STAFF REPORT

TO: Utility and Infrastructure Board
FROM: Alan Kaspar, Director of Electrical Engineering
Troy Schaben, Assistant City Administrator Utilities
DATE: January 28, 2020
SUBJECT: Engineering Design Services for Substation H

Recommendation: Recommend City Council approve resolution awarding contract for engineering design services for Substation H to HDR Engineering, Inc.

Background:

After coordination with WholeStone Farms and their engineer, staff has determined that the additional electrical demand created by WholeStone's planned facility upgrades and additions will exceed the available capacity on the distribution system and substation in the area. To serve the increase in demand a new substation will need to be constructed, Substation H.

Bids were solicited and received for Engineering Design Services for Substation H. Two bids were received with one no-bid submission:

Bidder	HDR Engineering, Inc.	Olsson Associates, Inc.	P&E Engineering Co.
Proposal Price	\$273,996.00	\$401,000.00	No Bid

Staff finds HDR Engineering, Inc. to be the lowest responsible bidder and recommends award of the contract.

Fiscal Impact:

Staff has provided WholeStone Farms with a Reimbursement and Indemnification Agreement for their review and execution. The agreement dictates that WholeStone Farms will be responsible for reimbursing the City for design contract fees. In that regard, there would be no impact to the budget.

This design contract with HDR will not be executed until said Reimbursement and Indemnification Agreement has been executed. A Staff Report and Resolution including the reimbursement agreement has been provided to the Utility and Infrastructure Board for review and action within the same agenda packet as this report.



**Proposal for
Engineering Services -
Substation H**
Fremont Department of Utilities



October 11,
2019



October 11, 2019

Tyler Ficken
Office of City Clerk Fremont, Nebraska
City of Fremont, Nebraska Department of Utilities
400 East Military Avenue
Fremont, NE 68025

RE: Engineering Services - Substation H

Mr. Ficken and Members of the Selection Committee,

As the needs of the community of Fremont change, the utilities support also need to change. We understand that the City of Fremont Department of Utilities (City) is seeking a qualified and experienced consultant to provide substation design engineering services to support the development of Substation H in Fremont, Nebraska.

As a leader in substation design, HDR is the qualified partner you can count on to guide, assist, advise, and collaborate with you to fulfill the City's requirements for this project. Our skills and local knowledge, combined with our experience working with dozens of Fremont projects, including a recent substation, bolsters our ability to execute the scope of work on time and within budget.

Our design philosophy allows us to quickly gain a thorough understanding of your project's needs and your expectations to implement a project-specific approach that is streamlined, cost effective, and meets the City's requirements. Additionally, our team has a solid understanding of the unique challenges of designing substations. Our approach will provide the City with the following benefits:

- An experienced HDR project team that has the availability and expertise to successfully deliver the project creating a trusted advisor you can count on for any questions in the process.
- A team experienced in the City's standards and substation design, meaning no lag time in developing your project.

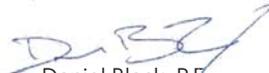
You have asked us to provide our experience with other utilities and energy clients, as well as demonstrate successfully completed substation projects. We invite you to contact our references who can speak to HDR's experience and service on projects across the region.

We appreciate the opportunity to demonstrate our capabilities and eagerness to partner with you. Should you have any questions or need additional clarification do not hesitate to contact Dan Black at 402.399.1438 or via e-mail at Daniel.Black@hdrinc.com. We look forward to developing our partnership.

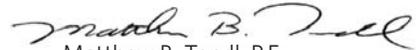
Sincerely,
HDR Engineering, Inc.



Brandon Nolan
Project Manager



Daniel Black, P.E.
Principal in Charge



Matthew B. Tondl, P.E.
Senior Vice President

hdrinc.com

1917 S 67th Street, Omaha, NE 68106
T 402.399.1000 F 402.399.1111

05 Project Understanding & Approach



Project Understanding

HDR is proposing to provide engineering and design services for the construction of Substation H to be located at the northeast corner of the intersection of S. Yager Rd. & E. Cloverly Rd. in Fremont, NE. The substation will include two (2) 69kV line bays for termination of line drops from an existing 69kV transmission line currently passing by the site. The substation will also include two (2) 69-13.8kV transformers, enclosed 13.8kV switchgear lineup with associated breakers, four (4) 69kV circuit breakers, existing transmission line reconfiguration, site development, protective relaying, control house, underground distribution circuit getaways and other associated necessary equipment. We have based our proposal and estimate based on our recent experience working with the City of Fremont on the design and construction of Substation B.

Scope of Services

The following Scope of Services outlines the key project tasks and general flow of work that will be used for the project.

The Scope of Services includes providing engineering services to the City of Fremont for the project management, coordination, design and bidding for a new 69kV Substation H. Substation H consists of two (2) 69kV transmission line terminals, four (4) 69kV breakers, two (2) 69-13.8kV transformers, enclosed 13.8kV switchgear and a control building as identified in the Request for Proposal. The Scope of Services also includes administration services and construction support for the project. The specific Scope of Services for each Task Series is described as follows:

Task Series 100 – Project Management and Meetings

Task 110 – Project Management

OBJECTIVE:

- To provide project management activities including planning, organizing and monitoring Project team activities, budget management, QA/QC reviews, subconsultant management, and liaison with City to collaborate and facilitate input as identified during the completion of the design and bidding activities.

HDR ACTIVITIES:

- Project management.

DELIVERABLES:

- Project schedule and work plan.
- Invoicing

Task 120 – Client Meetings

OBJECTIVE:

- Initial project site visit and kickoff meeting with the client to discuss layout of substation and proposed design.
- Prebid site visit for construction contract bid.
- Biweekly project meetings via phone conference for team/project updates.

Task 130 – Preliminary Kickoff Meeting

OBJECTIVE:

- The project schedule requires efficient communication and prompt data acquisition. The City and HDR will need to work as a team to assure that required information and data needed to complete the design is provided in a timely manner and that decision items are discussed and resolved swiftly. To facilitate this, HDR will conduct an initial site visit and kickoff meeting immediately after notice to proceed. This meeting will be held with the City of Fremont Staff, other affected stakeholders, and key HDR personnel to discuss and review the following:
 - Review and establish Project goals.
 - Identify City concerns and potential obstacles.
 - Review and confirm project procedures, communication paths, and project requirements.
 - Review and confirm Scope of Services and overall schedule as required.
 - Discuss and finalize the layout for the 69kV bus configuration.

- Discuss locations and design concepts new transmission entrances.
- Discuss locations of possible distribution line getaway routes.
- Obtain record drawings of nearby transmission and distribution structures.
- Confirm accessibility at proposed substation and line structure sites for conducting geotechnical investigations and surveys.

HDR ACTIVITIES:

- Identify project needs for background information to be provided by the City, which may impact the design.
- Issue to City prior to meeting a list of background information to be assembled and provided by the City at the initial design meeting.
- Prepare agenda and conduct the initial design meeting.

CITY ACTIVITIES:

- Assemble and provide information requested prior to the meeting.

DELIVERABLES:

- List of background information requested
- Meeting notes.

Task 140 – 30%, 60% & 90% Design Submittal & Review

OBJECTIVE:

- Review and discuss 30%, 60% & 90% design submittal packages. Update progress, status of design, and current opinion of probable construction costs based on the design submittal.

HDR ACTIVITIES:

- Prepare agenda and conduct 30%, 60% & 90% design review meeting via phone conference.
- Prepare written responses to City's comments and incorporate comments into documents as appropriate.

CITY ACTIVITIES:

- Provide timely review and comments on preliminary design documents. A review period of ten (10) days is established for completion of reviews.

DELIVERABLES:

- Submit 30%, 60% & 90% design package
- Email out review meeting notes.
- Written responses to the City's comments.

KEY UNDERSTANDINGS AND ASSUMPTIONS:

- City will provide timely review and processing of monthly invoices
- Affected stakeholders will be invited to participate in the Initial Design Meeting to discuss project goals and design parameters.
- City will participate in progress meetings and provide meeting facilities to conduct progress meeting.
- City will provide the information requested. If requested information is not available the City will provide it and other information needs identified during the initial design meeting in a timely manner as not to affect the design schedule.
- City will provide timely review and comment on project deliverables within assumed time periods
- City will consolidate all review comments from staff on all document reviews and present one unified document of comments for each set of review documents.

Task Series 200 - Data Gathering**Task 210 – Topographic Survey****OBJECTIVE:**

- Perform initial topographic survey of the substation yard and line entrances.

HDR ACTIVITIES:

- Retain Registered Land Surveyor subconsultant to perform the topographic survey.

CITY ACTIVITIES:

- City will provide rights of property entry at all locations where topographic survey has been identified.

DELIVERABLES:

- Completed initial survey in AutoCAD drawing format.

KEY UNDERSTANDINGS AND ASSUMPTIONS:

- HDR will secure a subconsultant to provide topographic survey.
- City shall be responsible for providing necessary site access to complete surveys.
- Any delays in obtaining right of entry for the survey will require extension of the project schedule.
- Topographic Surveys will only be provided at the proposed Substation H site and at each new line entrance immediately outside the substation.

Task 220 – Geotechnical Investigation**OBJECTIVE:**

- Perform initial geotechnical investigation to provide information on subsurface soils at the substation site.

HDR ACTIVITIES:

- Retain subconsultant to perform the geotechnical investigation and coordinate survey of the bore holes and soil resistivity tests.
- Provide boring hole locations to geotechnical subconsultant.

CITY ACTIVITIES:

- City will provide rights of property entry at all locations where geotechnical investigation has been identified.

DELIVERABLES:

- Geotechnical report summarizing the results and recommendations to be used during project design.

KEY UNDERSTANDINGS AND ASSUMPTIONS:

- HDR will secure subconsultant to perform soil investigations.
- City shall be responsible for providing necessary site access required to complete geotechnical test hole drilling and soil resistivity tests.
- Any delays in obtaining right of entry for the geotechnical investigation will require extension of the project schedule.
- Boring, soil sampling, laboratory testing, and analysis will be provided by others.
- HDR will provide locations for all bore holes.
- Depth of all bore holes for geotechnical investigation within the substation will be 20 feet inside the substation and 50 feet for the transmission/deadend structures.
- Geotechnical investigation will be based on the number of borings determined by HDR.
- Evaluation of soil and groundwater subsurface conditions is not included in this scope of services and fee estimate.

Task 230 – Land Rights**OBJECTIVE:**

- Assist the City in acquisition of required land purchase or property rights required for the substation project.
- Provide easement descriptions on private property, for both the permanent and temporary construction easements at the substation expansion site and at the locations of the new line entrances, to be used by the City to obtain the easement.

HDR ACTIVITIES:

- Retain Registered Land Surveyor subconsultant to complete the easement descriptions and tract maps required for the project.

CITY ACTIVITIES:

- Provide title reports for all affected properties identified as required for the easements.
- The City (or a third party firm hired by the City) will obtain any and all easements acquisitions pertaining to the project.
- City shall obtain ROE to allow surveyors access to the site.

DELIVERABLES:

- Permanent and temporary construction easement descriptions.
- Tract Maps for easement acquisitions.
- Survey data and plat information.

KEY UNDERSTANDINGS AND ASSUMPTIONS:

- Easement descriptions and tract maps for property acquisitions, permanent and temporary easements will be prepared for all affected private properties for the City's use.
- The City will acquire all easements and property acquisitions.

Task 240 – Utility Coordination

OBJECTIVE:

- Coordinate the proposed construction with other utilities located within the substation and line expansion area.

HDR ACTIVITIES:

- Request infrastructure information as needed from identified utilities.

CITY ACTIVITIES:

- Conduct utility coordination meeting with affected utilities, as required.
- Identify utilities within the project corridor.

Task Series 300 – Development of Design Drawings and Bid Documents

Task 310 – 30% Design Document Development

OBJECTIVE:

- Complete preliminary 30% design analysis and calculations.
- Develop substation design plan drawings.
- Develop transmission design drawings.
- Develop design reports needed for Reviewing Agency submittals.

HDR ACTIVITIES:

- Compile background data provided by the City. This background data will include but is not limited to construction drawings of the existing utility information, and any previous study information related to the project.
- Prepare and/or modify the appropriate drawings: one-lines, three-lines, schematics and wiring, control panel layouts, foundation drawings, grounding, conduit, and bills of material.
- Evaluate existing transmission line and reconfigure for line entrances to terminate into substation yard.
- Evaluate 69kV bus configuration options for the most feasible and the associated cost implications
- Complete a ground grid study. This evaluation will determine the required grounding installation material.
- Prepare an opinion of probable construction cost based on 30% design documents
- Provide in-house QC review by senior interdisciplinary personnel.

CITY ACTIVITIES:

- Assemble and provide information requested in a timely manner, so as not to affect the project schedule.
- Provide timely review and comments on Design Reports and other documents. A review period of ten (10) days is established for completion of reviews.

DELIVERABLES:

- Submit 30% Design package
- See Appendix A – Drawing Package and Calculations List

KEY UNDERSTANDINGS AND ASSUMPTIONS:

- Relaying
 - SEL (shown below) or equivalent relays will be used in control building
 - » SEL-311C (2) and SEL-311A (2) relays for transmission line relaying
 - » SEL-351A (11) relays for the 13.8kV distribution feeders and bus tie

- » SEL-587 (2) relays and SEL-501 (2) relays for the distribution transformers
 - » SEL-587Z (1) relay for 69kV bus differential
- Control building and relays to be of similar construction and layout to existing City of Fremont standards (e.g. Substation G).
- Relay settings to be done by others.
- CT ratios and facility ratings to be supplied by the City
- Control Building & Station Service
 - Cable and conduit will be installed for yard equipment to terminate in the new control building
 - Batteries and battery charger will be sized to support the substation.
 - AC and DC service will be sized to support the substation and installed in the control building.
 - Review of control building shop drawings.
- Foundations
 - Foundation designs for equipment, steel structures, deadends and the control building will be standard slab or pier design as endorsed by the geotechnical investigation.
- Structural Steel
 - Low profile Steel structure design for all equipment and bus supports.
 - Review of steel shop drawings.
- Transmission
 - Steel monopole structures with distribution underbuild will be designed
 - Two (2) deadend structures installed on existing transmission centerline will be designed to provide entry to Substation bays.
- A Transmission Line outage will be needed during construction to facilitate the substation tie in.
- HDR design shall conform to NESC guidelines and the appropriate IEEE/ANSI standards during design.
- Other design guidelines will conform to standard industry practice or client requirement.
- Design drawings will be completed in the most recent version of AutoCAD and will conform to HDR CAD standards
- Fremont shall provide all shop drawings in a timely manner for newly procured materials
- Installation of fiber optic cable to the substation will be completed by the City prior to or concurrent with this project

- Provide a bill of material spreadsheet for specified new materials for this project
- Fremont shall purchase all materials
- Fremont shall procure minor material or use a substation packager
- Construction of new relay panels shall be performed by a panel vendor

Task 320 – 60% Design Document Development

OBJECTIVE:

- Update design based on 30% review meeting comments.
- Prepare 60% design documents including drawings, front end documents, and technical specifications for the project.
- Incorporate front-end documents, general conditions, and bidding and contract documents
- Meet with the City to review progress, status of design, easements/acquisitions and permit requirements/status.
- Develop an opinion of probable construction cost.

HDR ACTIVITIES:

- Prepare the necessary 60% design drawings: one-lines, three-lines, schematics and wiring, control panel layouts, foundation drawings, grounding, conduit, and bills of material
- Prepare an opinion of probable construction cost based on 60% design documents
- Provide in-house QC review by senior interdisciplinary personnel.

CITY ACTIVITIES:

- Participate in 60% Review Meeting.
- Assemble and provide information requested in a timely manner, so as not to affect the project schedule.
- Provide timely review and comments on Design Reports and other documents. A review period of ten (10) days is established for completion of reviews.

DELIVERABLES:

- Submit 60% Design package, see Appendix A – Drawing Package and Calculations List.
- Submit 60% front end documents and technical specifications
- Opinion of Probable Construction Cost based on 60% design drawings

KEY UNDERSTANDINGS AND ASSUMPTIONS:

- Front end documents, bidding, and contract documents will be based on City of Fremont standard documents

Task 320 – 90% Design Document Development

OBJECTIVE:

- Update design and specifications based on 60% review meeting comments.
- Prepare 90% design documents including drawings, front end documents, and technical specifications for the project.
- Incorporate front-end documents, general conditions, and bidding and contract documents
- Meet with the City to review progress, status of design, easements/acquisitions, permit requirements/status, and updated opinion of probable construction cost.

HDR ACTIVITIES:

- Prepare the necessary 90% design drawings: one-lines, three-lines, schematics and wiring, control panel layouts, foundation drawings, grounding, conduit, and bills of material
- Prepare an updated opinion of probable construction cost based on 90% design documents
- Provide in-house QC review by senior interdisciplinary personnel.

CITY ACTIVITIES:

- Participate in 90% Review Meeting.
- Assemble and provide information requested in a timely manner, so as not to affect the project schedule.
- Provide timely review and comments on Design Reports and other documents. A review period of ten (10) days is established for completion of reviews.

DELIVERABLES:

- Submit 90% Design package, see Appendix A – Drawing Package and Calculations List.
- Submit 90% front end documents and technical specifications
- Opinion of Probable Construction Cost based on 90% design drawings

KEY UNDERSTANDINGS AND ASSUMPTIONS:

- Front end documents, bidding, and contract documents will be based on City of Fremont standard documents

Task 330 – Issue for Construction (IFC) and Bidding Documents

OBJECTIVE:

- Update design and specifications based on 90% review meeting comments.
- Prepare final construction documents including drawings, front end documents, and technical specifications for the project.
- Prepare final opinion of probable construction cost.

HDR ACTIVITIES:

- Prepare the necessary design drawings: one-lines, three-lines, schematics and wiring, control panel layouts, foundation drawings, grounding, conduit, and bills of material
- Develop construction specifications based on IFC design.
- Prepare an updated opinion of probable construction cost based on the IFC design and final bidding documents.
- Provide independent QC review by appropriate senior HDR engineering staff

CITY ACTIVITIES:

- Provide timely review and comments on Design Reports and other documents. A review period of three (3) days is established for completion of reviews.
- Provide legal review and acceptance of HDR-prepared front-end documents.

DELIVERABLES:

- Submit IFC design package, see Appendix A – Drawing Package and Calculations List.
- Submit final bidding front end documents and technical specifications
- Submit construction specifications based on IFC design.
- Submit final Opinion of Probable Construction Cost based on IFC design and final bidding documents
- One (1) electronic file copy of final bidding documents to City for reproduction of bidding documents to issue to bidders.

KEY UNDERSTANDINGS AND ASSUMPTIONS:

- Front end documents, bidding, and contract documents will be based on City of Fremont standard documents
- Technical Specifications will be prepared in Construction Specification Institute (CSI) 3-part format 6-digit, 50 division format as modified by HDR and will be based on HDR master specifications

Task Series 400 – Permits

Task 410 – Permit Applications

OBJECTIVE:

- Preparation of permit applications including exhibits for execution and submittal by the City. The required permits will be determined during the 30% document development.
- Develop NPDES Permit Application along with a SWPPP for use by contractor during construction, HDR to provide 70 hours of support.

HDR ACTIVITIES:

- NPDES Permit
 - Coordinate with Nebraska Game & Parks, Nebraska SHPO, and USFWS
 - Develop permit application and exhibits for the project
 - Prepare drawing showing location plan and upgrade activities
- Storm Water Pollution Prevention Plan
 - Develop SWPPP document and BMP requirements for contractor during construction.
 - Respond to comments and questions from contractor and incorporate as appropriate

CITY ACTIVITIES:

- Identify local codes and requirements applicable to the Project.
- Review, sign, and submit all permit applications and pay all associated fees.

DELIVERABLES:

- Completed permit applications for execution and submittal by the City.

KEY UNDERSTANDINGS AND ASSUMPTIONS:

- Preparation or investigations to address historical, archeological and wetlands issues are excluded from this Scope of Services.
- Technical analysis and/or modeling as required in support of any required Floodplain Development Permit Application are excluded from this Scope of Services. As such, Floodplain Development Permit is not included in the scope of services.
- HDR will develop the SWPPP document, and the selected contractor will be required to own and maintain the document during construction.
- The City will prepare, submit, and pay all associated fees in connection with required permits.

Task Series 500 - Bidding Phase Services

Task 510 – Document Reproduction and Distribution

OBJECTIVE:

- Distribute bidding documents to contractors and suppliers.

HDR ACTIVITIES:

- Finalize construction specifications for bidding.
- Prepare and provide City bidding documents in electronic format for City's use for reproduction and distribution of bidding documents to contractors, and suppliers.

CITY ACTIVITIES:

- City will advertise for bids with assistance from the Engineer.
- Reproduce and distribute bidding documents to contractors and suppliers, when requested.

DELIVERABLES:

- Provide Electronic files of final bidding documents for the City's use in bidding.

KEY UNDERSTANDINGS AND ASSUMPTIONS:

- The City will provide a list of approved bidders for material and equipment suppliers and construction contractor
- The City is assumed to use one prime construction contractor

Task 520 - Prebid Meeting for Construction Labor Contract

OBJECTIVE:

- Provide assistance to City at Prebid meeting for construction labor contract.

HDR ACTIVITIES:

- Prepare agenda and conduct prebid meeting to address pertinent items for discussion including bidding requirements, regulatory requirements, site conditions, etc.
- Prepare and distribute meeting minutes from the prebid meeting to all plan holders for the project.

CITY ACTIVITIES:

- City will provide meeting facilities for prebid meeting.
- Have pertinent City Staff and stakeholders attend prebid meeting to help address questions from potential bidders

DELIVERABLES:

- Prebid meeting agenda.
- Prebid meeting minutes.

Task 530 - Bid Evaluation/Recommendation of Award

OBJECTIVE:

- Provide assistance and recommendation to City on bid selection

HDR ACTIVITIES:

- Review bids received during bid letting for inclusion of required technical information and correct bid price tabulation.
- Review contractor's qualifications for performing the required work.
- Evaluate the apparent lower bidders in accordance with the Contract Documents.
- Make written recommendation to the City for the award of the contract. Recommendation will be made based on the lowest responsive and responsible bid.

CITY ACTIVITIES:

- Provide copies of all bid documents from each bidder received during bid lettings.
- Receive, open, and tabulate bids.
- Obtain additional information required for bid evaluation that is not included at time of bid form submission.
- Make final selection of accepted proposal.
- Issue Notice of Award.
- Furnish Bidding and Contract Forms for execution by Construction Contractor and City.
- Receive and review executed documents and review insurance certificates.

DELIVERABLES:

- Bid evaluation of apparent low bidders.
- Written recommendation to the City for the award of the contract.

KEY UNDERSTANDINGS AND ASSUMPTIONS:

- It is assumed the bids will be divided into three (3) categories:
 - Major equipment and long lead items.
 - Miscellaneous hardware and construction material
 - Prime construction contract
- The City will prepare and distribute notice to bidders based on the City's approved bidders lists.

- The City will prepare and distribute bidding documents and addenda to contractors and plan rooms.
- The City will perform the review of the bid commercial terms and conditions
- The City will issue Contract Documents to Low bidder.

Task Series 600 - Construction Phase Services

Task 610 – Construction Phase Office Services

OBJECTIVE:

- Assist City in managing the construction of the project.

HDR ACTIVITIES:

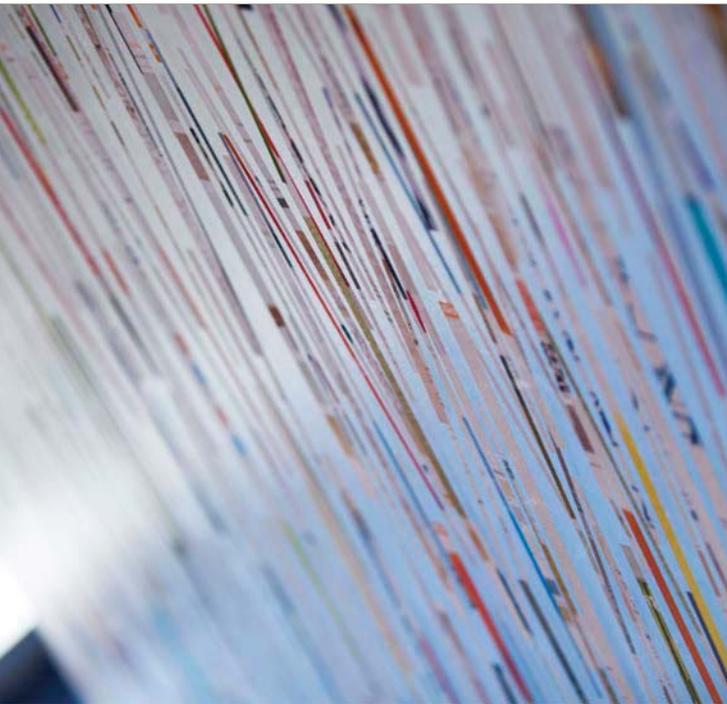
- Prepare agenda and conduct a preconstruction constructability meeting.
- Receive, log, review and process shop drawings and O&M manuals.
- Receive, log, review and respond to Request for Information (RFIs), Maximum of 10 RFIs are assumed
- Attend progress meetings with the City and the Contractor as needed.
- Review Progress meeting notes as provided.
- Incorporate construction comments onto design drawings, construction Red Lines.
- Construction support during construction phase services. Additional construction may be cause for a Change Order.

DELIVERABLES:

- Constructability review meeting notes
- Reviewed Progress meeting notes as prepared by the Contractor
- Reviewed shop drawings and O&M Manuals.
- Record Drawings

KEY UNDERSTANDINGS AND ASSUMPTIONS:

- Factory testing of new relay panels shall be performed by a panel vendor
- Onsite testing and commissioning of all new equipment shall be performed by construction contractor
- Maximum of 10 RFIs are assumed
- HDR to provided 44 hours of construction support
- On-site construction supervision is not included in this scope. As an additional service, HDR can attend regular walk-throughs or attend intermediate construction progress walk-throughs.



09 Proposed Fees

If selected, HDR proposes to perform the work under a stand-alone agreement with contractual terms agreed to by both HDR and the City of Fremont, similar to recent agreements executed between HDR and the City. For this scope of work, HDR proposes to perform the work on a time and material basis with a not-to-exceed project fee of \$273,996. A detailed breakdown of the proposed fee is shown below on a per-task basis.

TASK SERIES	DESCRIPTION	FEE
100	Project Management and Meetings	\$44,463
200	Data Gathering w/Subcontract	\$25,810
300	Substation & Transmission Design and Bid Documents	\$179,068
400	Permits	\$7,686
500	Bidding Phase Services	\$10,452
600	Construction Phase Services	\$6,517
TOTAL		\$273,996

STAFF REPORT

TO: Utility and Infrastructure Board
FROM: Alan Kaspar, Director of Electrical Engineering
Troy Schaben, Assistant City Administrator Utilities
DATE: January 28, 2020
SUBJECT: Reimbursement and Indemnification Agreement with WholeStone Farms for Engineering Design Services for Substation H

Recommendation: Recommend City Council approve resolution authorizing Mayor to sign Reimbursement and Indemnification Agreement with WholeStone Farms.

Background:

After coordination with WholeStone Farms and their engineer, staff has determined that the additional electrical demand created by WholeStone's planned facility upgrades and additions will exceed the available capacity on the distribution system and substation in the area. To serve the increase in demand a new substation will need to be constructed, Substation H.

Bids were solicited and received for Engineering Design Services for Substation H. HDR Engineering, Inc. was found to be the lowest responsible bidder and recommendation of award of the contract has been provided to the Utility and Infrastructure Board under a separate Staff Report and Resolution within the same agenda packet as this report.

Staff has provided WholeStone Farms with a Reimbursement and Indemnification Agreement for their review and execution. The agreement dictates that WholeStone Farms will be responsible for reimbursing the City for fees incurred for Engineering Design Services for Substation H from HDR Engineering, Inc.

Note that the reimbursement value of this agreement, \$301,395.00, includes a 10% contingency for possible change orders that could occur during the project. HDR Engineering's proposed base fee is \$273,996.00

Fiscal Impact:

There would be no impact to the budget as the agreement dictates reimbursement for fees associated with the design contract.

**REIMBURSEMENT AND
INDEMNIFICATION AGREEMENT
FOR DESIGN ENGINEER**

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

PRELIMINARY STATEMENT

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

9. Wholestone is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

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

WHOLESTONE FARMS, INC.

A Nebraska Corporation,

By: _____

Name: _____

Title: _____

ATTEST

Tyler Ficken, City Clerk

CITY OF FREMONT, NEBRASKA,

A municipal political subdivision of the State of Nebraska,

By: _____

Scott Getzschman, Mayor

APPROVED AS TO FORM

Travis Jacott, City Attorney

STAFF REPORT

TO: Utility and Infrastructure Board

FROM: Nicholas Brand, Director of Information Systems

DATE: January 28, 2020

SUBJECT: Upgrade Broadband Internet access and add additional static IP addresses

Recommendation: Recommend City Council approve resolution to accept proposal from Great Plains Communications

Background: Project consists of the monthly service charges to upgrade our internet bandwidth to 100Mbps/100Mbps with 10 usable static IP addresses from our current 10Mbps/10Mbps with 6 usable static IP addresses. This is to accommodate network redundancy in regards to cloud services, increased network usage, and public safety software\systems.

Fiscal Impact: Current cost is \$1,826.00 annually for our current service with Great Plains. The new service is an increase of \$130.00 annually for an estimated total cost for the Upgrade Broadband Internet access and additional IP addresses at the city municipal building of \$1,956.00 annually to be split approx. 50/50 between Department of Utilities and Government. This was budgeted for in our current 2 year budget.



Company Address 1635 Front Street
Blair, NE 68008
US

Created Date 10/3/2019
Quote Number 00014663

Contact Information

Prepared By	Mike Tjepkes	Contact Name	Nicholas Brand
Phone	(402) 456-6454	Phone	(402) 727-2838
Email	mtjepkes@gpcom.com	Email	nicholas.brand@fremontne.gov

Service Information

Account Name	CITY OF FREMONT	Service Type	Standard Internet Access
Customer Service Address (Z)	3000 East First, Fremont, NE 68025	Bandwidth	100
GPC Handoff (A Location)	, , ,	Upload	100
Delivery	Fiber	Term (Months)	36
		Number of IP Addresses	4

Product	Sales Price	Quantity	Total Price
Standard Internet Access - 100x100Mbps	\$100.00	1.00	\$100.00
IP Address (FREE)	\$0.00	1.00	\$0.00
IP Address	\$7.00	9.00	\$63.00
Total MRC			\$163.00



Great Plains Communications
 1600 Great Plains Centre
 P.O. Box 500
 Blair, NE 68008
 Phone: 1.888.343.8014

SERVICE ORDER

ORDER DETAILS	
Customer	CITY OF FREMONT
Service Term	36 months
Z- Location (service address)	3000 East First, Fremont, NE 68025
A-Location (if applicable):	, , ,

SERVICES				
Product	Qty	Price	Description	Total Price
Standard Internet Access - 100x100Mbps	1	\$100.00		\$100.00
IP Address (FREE)	1	\$0.00		\$0.00
IP Address	9	\$7.00		\$63.00

CHARGES	
Monthly Recurring Charge:	\$163.00
Installation Charge:	\$0.00
Construction Charge:	\$0.00

NOTE: all prices are before applicable taxes, fees, and surcharges.

SPECIAL TERMS AND CONDITIONS

Installation: Estimated 90 days. Standard installation included in installation charge. Any after-hours installation (before 7am or after 7pm) or expedited installation, if requested by Customer, may incur special installation fees.

GENERAL TERMS AND CONDITIONS

This order is entered between the Great Plain’s affiliate listed below (“Provider”) and the undersigned Customer. The services, terms, charges, and other details agreed to between the parties are set forth above. This order is further subject to and governed by Provider’s standard service agreement for business customers, available upon request. This order is subject to availability and will only become binding upon acceptance by Provider. Customer acknowledges it has read and understands the terms and conditions of this order.

SIGNATURE - Each party duly executes this order, intending to be legally bound.

Customer: CITY OF FREMONT

Provider: Netlink LLC

Sign:

Sign:

Print:

Print: Mike Tjepkes

Title:

Title: Strategic Account Manager

Date:

Date:

SERVICE AGREEMENT

1. **Applicability.** This Service Agreement (“**Agreement**”) governs the services provided by Great Plains Communications LLC or its applicable affiliate (“**Provider**”) to the party purchasing services (“**Customer**”). By accepting service from Provider, Customer accepts the terms set forth in this Agreement as a binding agreement between Provider and Customer, without modification.
2. **Purpose; Additional Terms.** This Agreement establishes general terms, conditions, and a framework for Customer to purchase and use services from Provider. This Agreement may be supplemented by Provider with additional terms and conditions agreed upon by the parties, including applicable service schedules, and including specific terms and conditions stated in an order.
3. **Services.** Provider will provide Customer the services set forth in a service order executed by both parties. Part or all of the services may be provided by an affiliate of Provider. Additional services (including additional lines, features, IP addresses, cross connections, splicing, special building access, demarcation extensions, special equipment, or certifications), if available and requested, may incur additional charges.
4. **Charges; Billing; Payment; Taxes; Assurance.**
 - 4.1. **Charges.** Customer will pay Provider the charges set forth in the order, which may include monthly recurring charges (“**MRC**”), non-recurring charges (“**NRC**”) including installation charges, or any additional specific charges applicable to the ordered service, including construction charges. Additional charges may also be described in the applicable service schedules.
 - 4.2. **Billing.** Billing of MRC will commence at the start of the service term. Billing of NRC will occur upon or prior to the start of the service term (construction charges billed upon placement of order). A monthly statement of the amount due will be provided to Customer.
 - 4.3. **Payment; Late Fee.** Customer will pay the amount due to Provider by the Payment Date shown on the statement. Any payment received after the Payment Date will be subject to a late fee, which will be the greater of 1.5% of the amount due or \$10. If payment is not received within 30 days of the Payment Date, Customer will be considered in default, and Provider may suspend or terminate the services immediately. Upon any suspension or termination, Provider may require Customer to pay all past-due amounts and a reconnection fee.
 - 4.4. **Taxes.** Except for taxes based on Provider’s net income, Customer is responsible for all taxes and surcharges applicable to the services purchased by Customer. Provider will compute, bill, and collect from Customer all applicable taxes and surcharges and remit to the appropriate authority. Customer must present a valid exemption certificate if Customer is exempt from any tax or surcharge.
 - 4.5. **Assurance.** Provider may require a reasonable deposit or other assurance if Customer fails to pay. Provider may use deposits to cover unpaid amounts. Upon full payment and closure of Customer’s account, remainders of deposits will be returned to Customer.
5. **Term and Termination.**
 - 5.1. **Term.** Each service will commence upon installation and remain in effect for the term specified in the order. Thereafter, the service will automatically renew on a month-to-month basis until terminated by either party upon 30 days written notice. Provider may deem the service term commenced if Customer unreasonably refuses or delays installation.
 - 5.2. **Early Termination.** Customer will pay Provider an early termination fee (“**ETF**”) if any service is cancelled or terminated before the expiration of the service term for any reason other than breach thereof by Provider. The ETF will equal 100% of the remaining MRC to be paid in the service term, plus any unpaid NRC. Customer acknowledges the actual damages from an early termination would be difficult to ascertain, and the ETF is a genuine estimate of actual damages Provider will suffer and is not a penalty.
6. **Use of Service.** Customer must abide by Provider’s Acceptable Use Policy, found at <https://www.gpcom.com/terms>. Customer may only use the services for lawful purposes. Customer may not resell, share, trade, or in any way provide the services to any other customer. Customer will be responsible for all content transmitted by Customer or others using Customer’s service.
7. **Access; Equipment.** Customer grants Provider a permanent easement on the property to install, maintain, and operate facilities necessary to provide the service. If Customer is not the owner of the property, Customer warrants it has lawful authority from the owner to allow Provider such access. If Customer fails to provide necessary access to the property, Provider may cancel the order and bill the ETF. Customer must provide access to and appropriate and safe space for the equipment. Customer will be responsible for damage to Provider’s equipment due to Customer’s negligence or willful conduct. All equipment placed on site by Provider will remain the property of Provider. Provider will not be responsible for any equipment or services furnished by Customer.
8. **Limitation of Liability.** Neither party will be liable to the other for any indirect, special, punitive, reliance, or consequential damages (including lost profits or lost data) of any kind arising from or related to this Agreement, the services, or performance of obligations hereunder. Provider’s liability hereunder will not exceed the total amount paid by Customer for the service to which the claim pertains in the 12-month period preceding the event giving rise to the claim.
9. **DISCLAIMER.** EXCEPT AS EXPRESSLY STATED HEREIN OR IN ANY SERVICE SCHEDULE, SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT SERVICE WILL BE ERROR-FREE, VIRUS-FREE, SECURE, OR WITHOUT INTERRUPTION. NO COMMUNICATION BY PROVIDER WILL CREATE ANY SUCH WARRANTY UNLESS EXPRESSLY SIGNED BY AN OFFICER OF PROVIDER.
10. **Confidentiality.** Customer will not disclose the prices, terms, and conditions expressed by Provider for 3 years after expression.
11. **Waiver.** No course of dealing will be construed as a waiver. No waiver of any breach will be deemed a waiver of any other breach.
12. **Force Majeure.** Provider will not be liable for any delay, interruption, or failure due to causes beyond its reasonable control.
13. **Governing Law; Severability; Change of Law; Jury Trial Waiver.** This Agreement is governed by the laws of the State of Nebraska, without regard to its choice of law provisions. If any provision is held to be invalid or unenforceable under applicable law, such provision will only be ineffective to the extent of such invalidity or unenforceability, without affecting the remainder. In the event Provider is prohibited from providing service or required to change the service by any law, the parties will in good faith modify this Agreement or the affected order to comply with such law, including adjusting rates for increased costs; if no such modification is agreeable, either party may terminate the affected service without further liability. TO THE FULLEST EXTENT ALLOWED BY LAW, PROVIDER AND CUSTOMER EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY FOR DISPUTES ARISING OUT OF THIS AGREEMENT.
14. **Assignment.** Customer may not assign the services without prior written consent from Provider, not unreasonably withheld. Provider may assign the services without notice or consent. The services are binding upon the successors, assigns, heirs of the parties.
15. **Amendment.** This Agreement and any order may only be modified by a duly executed written amendment or change order.
16. **Entire Agreement; Execution.** This Agreement sets forth the entire understanding of the parties pertaining to the services provided by Provider. This Agreement and any order may be executed in counterparts, signed and delivered physically or digitally.

ACCOUNT INFORMATION

Please review, verify, and complete the following information to assist Great Plains in creating your account.

GENERAL INFORMATION					
Business Name: CITY OF FREMONT					
Business Type: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (<i>specify</i>):					
Owner/Account Holder:					
Phone:					
Email:					
Service Address: 3000 East First, Fremont, NE 68025					
Is the Service Address within city limits? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Billing Address:					
EXISTING CUSTOMER INFORMATION ONLY					
Current GPC Account #:					
Do you prefer billing on: <input type="checkbox"/> Combined/Single Statement <input type="checkbox"/> Separate Statement					
TAX INFORMATION					
Tax ID #:	Are you a tax-exempt business? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please provide a tax-exempt form.</i>				
ACCOUNT PASSWORDS AND SECURITY					
<i>In order to protect customer privacy, you must authorize a CPNI Contact. Your CPNI Contact(s) will be the only person(s) allowed to discuss customer proprietary network information ("CPNI") or make service changes.</i>					
CPNI Contact:					
CPNI Phone:					
CPNI Email:					
Account Password:					
Password Hint:					
<i>In order to make payments over the phone, you must establish a personal identification number ("PIN"). Your PIN is a unique identifier that will be required to access your account through a secure payment portal.</i>					
4-digit PIN:	<table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td></tr></table>				
TECHNICAL CONTACT					
Do you have a technical contact or consultant? <i>If yes, please provide their contact information:</i>					
EMAIL SETUP					
Do you want a Great Plains email address (email@gpcom.net)? (Up to 10 free.) <i>If yes, please list desired email addresses.</i>					