



## UTILITY & INFRASTRUCTURE BOARD

June 9, 2020 - 4:00 P.M.

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

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Topic: Utility and Infrastructure Board Meeting

Time: June 9, 2020 04:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/98511632099>

Meeting ID: 985 1163 2099

One tap mobile

+13462487799,,98511632099# US (Houston)

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Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Germantown)

**Meeting ID: 985 1163 2099**

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

Telephone Audio Information

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Enter Meeting ID: **985 1163 2099**

You will be connected to the meeting.

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

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

# UTILITY & INFRASTRUCTURE BOARD

June 9, 2020 - 4:00 P.M.

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## **REGULAR MEETING:**

1. Meeting called to order
2. Roll call

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

3. Approve minutes of May 26, 2020.
4. Consider Accounts Payable through June 9, 2020.

## **REGULAR AGENDA:**

5. Consider bid for Water Truck at Lon D. Wright Power Plant.
6. Consider bid for Motorgrader for Lon D. Wright Power Plant.
7. Consider Amendment #4 to HDR Reimbursement and Indemnification Agreement for Wastewater Engineering for WholeStone Farms.
8. Consider Amendment #5 to HDR Construction Administration Agreement for Anaerobic Lagoon Project.
9. Consider Submitting Open Season Bid for Additional Capacity with Northern Natural Gas.
10. City Administrator Update (no board action is requested).
  - a. Covid-19 Update and Delivery of Services
  - b. Wastewater Treatment Plant Update
11. Adjournment

The agenda was posted at the Municipal Building on June 5, 2020. The agenda and enclosures are distributed to the Board and posted on the City of Fremont's website. The official current copy of the agenda is available at Municipal Building, 400 East Military, office of the City Administrator. A copy of the Open Meeting Law is posted in the 2<sup>nd</sup> floor conference room for review by the public. The Utility & Infrastructure Board reserves the right to adjust the order of items on this agenda.

**CITY OF FREMONT UTILITY AND INFRASTRUCTURE BOARD  
MAY 26, 2020 - 4:00 P.M.**

A meeting of the Utility and Infrastructure Board was held on May 26, 2020 at 4:00 p.m. in the 2<sup>nd</sup> floor meeting room at 400 East Military, Fremont, Nebraska and via Zoom. The meeting was preceded by publicized notice in the Fremont Tribune and the agenda displayed in the Municipal Building. The meeting was open to the public. A continually current copy of the agenda was available for public inspection at the office of the City Administrator, 400 East Military. The agenda was distributed to the Utility and Infrastructure Board on May 22, 2020 and posted, along with the supporting documents, on the City's website. A copy of the open meeting law is posted continually for public inspection.

**ROLL CALL**

Roll call showed Board Members Sawtelle, Bolton, Wiese, and Shelso present. Vering absent. 4 present, 1 absent. Others in attendance included Brian Newton, City Administrator; Troy Schaben, Asst City Admin – Utility; Jody Sanders, Finance Dir.; Lottie Mitchell, Exec. Assist; Jeff Shanahan, Power Plant Supt.; and Keith Kontor; Water/Sewer/WWTP Supt.

**CONSENT AGENDA**

Moved by Member Shelso and seconded by Member Bolton to approve items 3 and 4 (Minutes from May 12, 2020 and Accounts Payable through May 26, 2020. Ayes: Sawtelle, Bolton, Wiese and Shelso. Motion carried 4-0.

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

- a. Newton gave update on COVID-19 and delivery of services.
- b. Shanahan gave update on Power Plant projects and unit status.

**ADJOURNMENT**

Moved by Member Wiese and seconded by Member Bolton to adjourn at 4:15 p.m. Ayes: Sawtelle, Wiese, Bolton and Shelso. Motion carried 4-0.

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Allen Sawtelle, Chairman

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Toni Vering, Secretary

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David Shelso

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Michelle Wiese

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Gary Bolton

## STAFF REPORT

**TO:** Utility and Infrastructure Board (UIB)  
**FROM:** Jody Sanders, CPA, Director of Finance  
**DATE:** June 9, 2020  
**SUBJECT:** Claims

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**Recommendation:** Move to approve May 27 through June 9, 2020 claims, as well as subsequent claims due and payable before the next meeting of the UIB.

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

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

- Direct deposit of employee payroll on June 11 and 25, 2020 and related withholdings remitted to pension plans, federal and state tax withholdings, and garnishments.
- Nebraska Department of Revenue – all sales tax collected and use tax owed by the utility departments.
- Transmission and energy purchases payable to Southwest Power Pool, every Tuesday.
- Transmission and energy purchases payable to Omaha Public Power District.
- Natural gas purchases from Northern Natural Gas/US Energy, BP, Cargill, Central Plains Energy Project (CPEP), and Public Energy Authority of Kentucky (PEAK).
- Coal purchases from Navajo Transitional Energy Co., Cloud Peak Energy Resources, and Peabody Coal, and freight charges to Union Pacific.
- Progress payments to Emerson Process Management under the contract for the SCADA project.
- UPS weekly invoice for shipping costs, due within ten days or late fees are incurred.

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

**Fiscal Impact:** Utility funds claims total **\$ 1,753,338.57**

EAL DESCRIPTION: EAL: 05262020 ANDERSEND

PAYMENT TYPES

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

VOUCHER SELECTION CRITERIA

Voucher/discount due date . . . . . 05/26/2020  
All banks . . . . . A

REPORT SEQUENCE OPTIONS:

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

This report is by: Vendor

Process by bank code? (Y,N) . . . . . Y  
Print reports in vendor name sequence? (Y,N) . . . . . Y  
Calendar year for 1099 withholding . . . . . 2020  
Disbursement year/per . . . . . 2020/08  
Payment date . . . . . 05/26/2020

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
0004597	00	BP CANADA ENERGY MARKETING				*WIRE*		
21066526	APR '20		00	05/26/2020	057-8205-807.50-02		127,886.80	Natural gas
								purchase
						VENDOR TOTAL *	127,886.80	
0003109	00	UPS						
5E9752210			00	05/26/2020	051-5001-940.60-79	05/23/20 Serv Chrg Share	7.75	
5E9752210			00	05/26/2020	051-5001-940.60-79	05/23/20 Serv Chrg Share	7.75	
5E9752210			00	05/26/2020	051-5001-922.60-79	Digi Intl	10.61	
5E9752210			00	05/26/2020	051-5001-940.60-79	City/Fire-Dive Rescue Int	15.39	
5E9752210			00	05/26/2020	051-5105-502.60-79	PME Babbitt Bearings	22.71	
5E9752210			00	05/26/2020	051-5105-502.60-79	Ohio Lumex Co	124.29	
5E9752210			00	05/26/2020	053-6105-502.50-23	Water Samples	38.54	
						VENDOR TOTAL *	227.04	
						TOTAL EXPENDITURES ****	128,113.84	
					GRAND TOTAL *****			128,113.84

EAL DESCRIPTION: EAL: 05282020 ANDERSEND

PAYMENT TYPES

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

VOUCHER SELECTION CRITERIA

Voucher/discount due date . . . . . 05/28/2020  
All banks . . . . . A

REPORT SEQUENCE OPTIONS:

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

This report is by: Vendor

Process by bank code? (Y,N) . . . . . Y  
Print reports in vendor name sequence? (Y,N) . . . . . Y  
Calendar year for 1099 withholding . . . . . 2020  
Disbursement year/per . . . . . 2020/08  
Payment date . . . . . 05/28/2020

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
0000584 20200528	00	CEI PR0528	00	05/28/2020	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	117,722.49
						VENDOR TOTAL *	.00	117,722.49
0001964 20200514 20200528	00	IBEW LOCAL UNION 1536 PR0514 PR0528	00	05/28/2020 05/28/2020	051-0000-241.00-00 051-0000-241.00-00	PAYROLL SUMMARY PAYROLL SUMMARY	1,790.94 1,790.94	
						VENDOR TOTAL *	3,581.88	
0004192 20200528	00	PAYROLL EFT DEDUCTIONS PR0528	00	05/28/2020	051-0000-241.00-00	PAYROLL SUMMARY	170,413.69	
						VENDOR TOTAL *	170,413.69	
						EFT/EPAY TOTAL ***		117,722.49
						TOTAL EXPENDITURES ****	173,995.57	117,722.49
					GRAND TOTAL *****			291,718.06

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Account Number                      Employee Name                      Social Security                      Deposit Amount  
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Final Total                      273,696.84                      Count                      169

EAL DESCRIPTION: EAL: 06012020 ANDERSEND

PAYMENT TYPES

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

VOUCHER SELECTION CRITERIA

Voucher/discount due date . . . . . 06/01/2020  
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 . . . . . 2020/09  
Payment date . . . . . 06/01/2020

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						
5E9752220			00	06/01/2020	051-5001-940.60-79	05/30/20 Serv Chrg Share	7.75	
5E9752220			00	06/01/2020	051-5001-940.60-79	05/30/20 Serv Chrg Share	7.75	
5E9752220			00	06/01/2020	051-5001-940.60-79	Wesco International	12.88	
5E9752220			00	06/01/2020	051-5105-502.60-79	Ohio Lumex Co	122.03	
						VENDOR TOTAL *	150.41	
						TOTAL EXPENDITURES ****	150.41	
					GRAND TOTAL	*****		150.41

DEPARTMENT OF UTILITIES  
ELECTRONIC WITHDRAWAL LIST

FOR UTILITIES AND INFRASTRUCTURE BOARD MEETING: 6/9/20

AJ	WITHDRAWAL				WITHDRAWAL
GROUP NO	VENDOR NAME	DATE	ACCOUNT NO	ITEM DESCRIPTION	AMOUNT
7259	SIMPLIFILE	06/02/20	051-5205-580-60-77	REGISTER OF DEEDS FILING	24.00
7259	SIMPLIFILE	06/02/20	051-5205-580-60-77	REGISTER OF DEEDS FILING	30.00
7248	TSYS MERCHANT SOLUTIONS	06/03/20	051-5001-903-60-77	CREDIT CARD FEES	1,965.36
7248	TSYS MERCHANT SOLUTIONS	06/03/20	051-5001-903-60-77	CREDIT CARD FEES	9,385.07
				TOTAL EXPENDITURES	11,404.43



# Nebraska and Local Sales and Use Tax Return

FORM  
10

Tax Cat. | Nebr. I.D. Number | Rpt. Code | Tax Period  
1 | 55808 | 1 | 5/2020

Reference No.: 01B005891909  
Date Filed: Wed, Jun 03, 2020 11:52:01 AM  
Scheduled Payment Amount: 196,301.86  
Scheduled Payment Date: Wed, Jun 10, 2020

27753

Due Date: 06/22/2020

**NAME AND LOCATION**

DEPARTMENT OF UTILITIES  
400 E MILITARY AVE  
FREMONT, NE 68025-5141

**NAME AND MAILING ADDRESS**

DEPARTMENT OF UTILITIES  
400 E MILITARY AVE  
FREMONT, NE 68025-5141

Check the box if your business has permanently closed, has been sold to someone else, or your permit is no longer needed. New owners must apply for their own sales tax permit.

1	Gross sales and services in Nebraska .....	1	4,963,643.00
2	Net Nebraska taxable sales .....	2	2,760,687.00
3	Nebraska sales tax (line 2 multiplied by .055) .....	3	151,837.79
4	Nebraska use tax .....	4	6,672.84
5	Local use tax from Nebraska Schedule I .....	5	1,867.01
6	Local sales tax from Nebraska Schedule I .....	6	35,999.22
7	Total Nebraska and local sales tax (line 3 plus line 6).....	7	187,837.01
8	Sales tax collection fee (line 7 multiplied by .025; Maximum allowed \$75.00 per location).....	8	75.00
9	Sales tax due (line 7 minus line 8).....	9	187,762.01
10	Total Nebraska and local use tax (line 4 plus line 5).....	10	8,539.85
11	Total Nebraska and local sales and use tax due (line 9 plus line 10).....	11	196,301.86
12	Previous balance with applicable interest at 5.0% per year and payments received through .....	12	

13 BALANCE DUE (line 11 plus or minus line 12). Pay in full ..... 13 196,301.86

Under penalties of law, I declare that, as a taxpayer or preparer I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is correct and complete.

**NE Sales & Use Tax for the month of May 2020**

Sales Tax Payable	051-0000-236-0000	\$ 187,837.04
Use Tax	051-0000-236-0100	\$ 5,420.16
	053-0000-236-0100	\$ 161.87
	057-0000-236-0100	\$ 2,957.82

Collection Fee	051-5001-421-0000	\$ 75.03
Cash/Total Due	051-0000-131-0000	\$ 193,182.17
	053-0000-131-0000	\$ 161.87
	057-0000-131-0000	\$ 2,957.82

EAL DESCRIPTION: EAL: 06042020 ANDERSEND

PAYMENT TYPES

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

VOUCHER SELECTION CRITERIA

Voucher/discount due date . . . . . 06/10/2020  
All banks . . . . . A

REPORT SEQUENCE OPTIONS:

Vendor . . . . . X      One vendor per page? (Y,N) . . . . . N  
Bank/Vendor . . . . .      One vendor per page? (Y,N) . . . . . N  
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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 . . . . . 2020/09  
Payment date . . . . . 06/10/2020

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
0000959 118644/3 118832/3	00	ACE HARDWARE PI4160 PI4376	00	06/10/2020 06/10/2020	051-5205-580.50-35 053-6105-502.50-35	PO NUM 052066 PO NUM 052066	67.40 6.41	
						VENDOR TOTAL *	73.81	
0005273 1241 1241	00	AG SMART ENTERPRISES LLC PI4394 PI4395	00	06/10/2020 06/10/2020	053-6105-502.50-52 053-6105-502.60-61	PO NUM 053816 PO NUM 053816	10,416.00 5,400.00	
						VENDOR TOTAL *	15,816.00	
0003124 9012702030	00	ALLIED ELECTRONICS INC PI4182	00	06/10/2020	055-7105-502.50-35	PO NUM 053827	EFT:	418.53
						VENDOR TOTAL *	.00	418.53
0002612 11407325 11407325 11408523	00	ALTEC INDUSTRIES INC PI4391 PI4392 PI4393	00	06/10/2020 06/10/2020 06/10/2020	051-5205-580.50-35 051-5205-580.60-79 051-5205-580.50-35	PO NUM 053769 PO NUM 053769 PO NUM 053771	182.49 12.84 487.40	
						VENDOR TOTAL *	682.73	
9999999 000075939	00	ALVAREZ, JAIRO UT	00	06/10/2020	051-0000-143.00-00	MANUAL CHECK	84.46	
						VENDOR TOTAL *	84.46	
0003973 1YXFNGXJ7LMR	00	AMAZON CAPITAL SERVICES INC PI4184	00	06/10/2020	051-5001-922.50-42	PO NUM 053862	EFT:	1,793.86
						VENDOR TOTAL *	.00	1,793.86
0004585 51262 0620	00	AMERICAN BROADBAND INTERNET PI4385	00	06/10/2020	051-5001-922.50-53	PO NUM 052211	439.40	
						VENDOR TOTAL *	439.40	
0004587 90259	00	AMERICAN UNDERGROUND SUPPLY LLC PI4201	00	06/10/2020	053-6205-583.50-35	PO NUM 052132	7.45	
						VENDOR TOTAL *	7.45	
0004891 151776	00	APEX INSTRUMENTS INC PI4174	00	06/10/2020	051-5105-502.50-35	PO NUM 053623	204.15	
						VENDOR TOTAL *	204.15	
0005199 11156	00	APX INC PI4360	00	06/10/2020	051-5105-502.60-61	PO NUM 053163	EFT:	182.29
						VENDOR TOTAL *	.00	182.29
0002869 00193383 00193270 00193260 00193270 00193328	00	AQUA-CHEM INC PI4386 PI4175 PI4176 PI4177 PI4290	00	06/10/2020 06/10/2020 06/10/2020 06/10/2020 06/10/2020	053-6105-502.50-52 055-7105-502.50-52 055-7105-502.50-52 055-7105-502.50-52 055-7105-502.50-52	PO NUM 052239 PO NUM 053684 PO NUM 053706 PO NUM 053706 PO NUM 053684	2,413.26 888.00 1,199.00 899.25 888.00	

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
0002869	00	AQUA-CHEM INC						
00193328		PI4292	00	06/10/2020	055-7105-502.50-52	PO NUM 053706	408.75	
						VENDOR TOTAL *	6,696.26	
0004904	00	ATLAS COPCO COMPRESSORS LLC						
1120044019		PI3905	00	06/10/2020	051-5105-502.50-35	PO NUM 053760	1,693.84	
1120044019		PI3906	00	06/10/2020	051-5105-502.60-59	PO NUM 053760	1,625.00	
1120044019		PI3907	00	06/10/2020	051-5105-502.60-79	PO NUM 053760	18.59	
1120048021		PI4407	00	06/10/2020	051-5105-502.50-35	PO NUM 053760	1,693.84-	
1120048021		PI4408	00	06/10/2020	051-5105-502.60-59	PO NUM 053760	1,625.00-	
1120048021		PI4409	00	06/10/2020	051-5105-502.60-79	PO NUM 053760	18.59-	
1120048022		PI4410	00	06/10/2020	051-5105-502.50-35	PO NUM 053760	1,644.96	
1120048022		PI4411	00	06/10/2020	051-5105-502.60-59	PO NUM 053760	1,336.41	
1120048022		PI4412	00	06/10/2020	051-5105-502.60-79	PO NUM 053760	18.06	
						VENDOR TOTAL *	2,999.43	
0002531	00	BABCOCK & WILCOX COMPANY						
BA60376358		PI4281	00	06/10/2020	051-0000-153.00-00	PO NUM 053820	EFT:	575.40
BA60376590		PI4375	00	06/10/2020	051-0000-153.00-00	PO NUM 053700	EFT:	2,543.39
BA60376440		PI4291	00	06/10/2020	051-5105-502.60-79	PO NUM 053700	EFT:	569.69
						VENDOR TOTAL *	.00	3,688.48
0004657	00	BGNE INC						
PI0077877		PI4183	00	06/10/2020	051-5001-940.50-35	PO NUM 053849	255.13	
						VENDOR TOTAL *	255.13	
0004558	00	BLT PLUMBING HEATING & A/C INC						
20162		PI4402	00	06/10/2020	055-7105-502.50-35	PO NUM 052106	178.53	
20162		PI4403	00	06/10/2020	055-7105-502.60-59	PO NUM 052106	174.00	
						VENDOR TOTAL *	352.53	
0003545	00	BOMGAARS SUPPLY INC						
16534046		PI4161	00	06/10/2020	051-5105-502.50-35	PO NUM 052068	64.19	
16535554		PI4219	00	06/10/2020	053-6205-583.50-35	PO NUM 052068	21.38	
						VENDOR TOTAL *	85.57	
0002902	00	BORDER STATES / KRIZ-DAVIS						Undgerground
920012536		PI4150	00	06/10/2020	051-0000-154.00-00	PO NUM 053331	EFT:	cable 26,341.67
919988381		PI4152	00	06/10/2020	051-0000-154.00-00	PO NUM 053746	EFT:	55.73
919988380		PI4153	00	06/10/2020	051-0000-154.00-00	PO NUM 053748	EFT:	419.11
920012538		PI4154	00	06/10/2020	051-0000-154.00-00	PO NUM 053748	EFT:	2,655.63
919988384		PI4155	00	06/10/2020	051-0000-154.00-00	PO NUM 053798	EFT:	681.06
919988383		PI4156	00	06/10/2020	051-0000-154.00-00	PO NUM 053818	EFT:	48.87
920012537		PI4157	00	06/10/2020	051-0000-154.00-00	PO NUM 053818	EFT:	148.51
920012539		PI4159	00	06/10/2020	051-0000-154.00-00	PO NUM 053864	EFT:	95.68
920053218		PI4339	00	06/10/2020	051-0000-154.00-00	PO NUM 053798	EFT:	575.13
920053217		PI4340	00	06/10/2020	051-0000-154.00-00	PO NUM 053818	EFT:	173.27
919999805		PI4162	00	06/10/2020	051-5205-580.50-35	PO NUM 052078	EFT:	6.14
919999903		PI4163	00	06/10/2020	051-5205-580.50-35	PO NUM 052078	EFT:	7.31
919988382		PI4179	00	06/10/2020	051-5205-580.50-35	PO NUM 053800	EFT:	220.38

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						
						VENDOR TOTAL *	.00	31,428.49
0003982	00	BRIMHALL INDUSTRIAL INC						
19968	PI4151		00	06/10/2020	051-0000-153.00-00	PO NUM 053447	EFT:	10,242.65
						VENDOR TOTAL *	.00	10,242.65
9999999	00	BUSCHMEYER, RYLIE						
000076957	UT		00	06/10/2020	051-0000-143.00-00	MANUAL CHECK	43.20	
						VENDOR TOTAL *	43.20	
0004518	00	CAPPEL AUTO SUPPLY INC						
2634-00-018594	PI4164		00	06/10/2020	051-5001-940.50-35	PO NUM 052100	135.42	
2634-00-018741	PI4166		00	06/10/2020	051-5001-940.50-35	PO NUM 052100	202.79	
2634-00-018873	PI4169		00	06/10/2020	051-5001-940.50-35	PO NUM 052100	95.98	
2634-00-018922	PI4170		00	06/10/2020	051-5001-940.50-35	PO NUM 052100	133.34	
2634-00-018488	PI4178		00	06/10/2020	051-5001-940.50-35	PO NUM 053792	371.68	
2634-00-018647	PI4352		00	06/10/2020	051-5001-940.50-48	PO NUM 052100	158.36	
2634-00-019129	PI4356		00	06/10/2020	051-5001-940.50-48	PO NUM 052100	79.23	
2634-00-018791	PI4168		00	06/10/2020	051-5105-502.50-48	PO NUM 052100	92.97	
2634-00-018691	PI4165		00	06/10/2020	051-5205-580.50-35	PO NUM 052100	221.07	
2634-00-018742	PI4167		00	06/10/2020	051-5205-580.50-35	PO NUM 052100	9.63-	
2634-00-019058	PI4355		00	06/10/2020	051-5205-580.50-48	PO NUM 052100	39.33	
2634-00-019216	PI4357		00	06/10/2020	051-5205-580.50-48	PO NUM 052100	131.29	
2634-00-019378	PI4285		00	06/10/2020	055-7105-502.50-35	PO NUM 052100	211.81	
2634-00-018920	PI4353		00	06/10/2020	057-8205-870.50-48	PO NUM 052100	26.16	
2634-00-019015	PI4354		00	06/10/2020	057-8205-870.50-48	PO NUM 052100	108.75	
						VENDOR TOTAL *	1,998.55	
0003817	00	CED AUTOMATION OMAHA						
5411-605279	PI4180		00	06/10/2020	051-5105-502.50-35	PO NUM 053821	583.44	
5411-605819	PI4181		00	06/10/2020	051-5105-502.50-35	PO NUM 053821	413.88	
5411-604792	PI4293		00	06/10/2020	051-5105-502.60-61	PO NUM 053720	1,654.83	
5411-606669	PI4328		00	06/10/2020	055-7105-502.50-35	PO NUM 053822	1,741.20	
						VENDOR TOTAL *	4,393.35	
0000584	00	CEI						
JUN 20 WC			00	06/10/2020	051-5001-919.20-29	June 2020 Workers Comp	EFT:	31,250.00
						VENDOR TOTAL *	.00	31,250.00
0004615	00	CENTRAL PLAINS ENERGY PROJECT*WIRE*						
052012A197			00	06/10/2020	057-8205-807.50-02	May 2020 CPEP3	16,871.75	Natural gas
052018A885			00	06/10/2020	057-8205-807.50-02	May'20 CPEP4	46,035.00	purchases
						VENDOR TOTAL *	62,906.75	
0002951	00	CENTRAL STATES GROUP						
1396328-00	PI4158		00	06/10/2020	051-0000-153.00-00	PO NUM 053860	45.99	
1397369-00	PI4282		00	06/10/2020	051-0000-153.00-00	PO NUM 053905	192.18	
						VENDOR TOTAL *	238.17	
0002675	00	CENTURYLINK						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
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0002675	00	CENTURYLINK						
4027272600	0520	PI4171	00	06/10/2020	051-5001-922.50-53	PO NUM 052104	142.45	
4027272606	0520	PI4172	00	06/10/2020	051-5001-922.50-53	PO NUM 052104	408.96	
4027272654	0520	PI4173	00	06/10/2020	051-5001-922.50-53	PO NUM 052104	55.66	
						VENDOR TOTAL *	607.07	
0005031	00	CENTURYLINK - BUSINESS SERVICES						
1491622148		PI4287	00	06/10/2020	051-5001-922.50-53	PO NUM 052212	254.34	
						VENDOR TOTAL *	254.34	
0004152	00	CORE & MAIN LP						
M263703		PI4336	00	06/10/2020	053-0000-154.00-00	PO NUM 053707	966.14	
						VENDOR TOTAL *	966.14	
0001643	00	CULLIGAN OF OMAHA						
977715		PI4405	00	06/10/2020	055-7105-502.50-95	PO NUM 052423	31.00	
978313		PI4406	00	06/10/2020	055-7105-502.60-76	PO NUM 052423	26.00	
						VENDOR TOTAL *	57.00	
9999999	00	DAUBERT CONSTRUCTION						
000018535		UT	00	06/10/2020	051-0000-143.00-00	MANUAL CHECK	225.00	
						VENDOR TOTAL *	225.00	
0001313	00	DILLON CHEVROLET FREMONT INC, SID						
127693		PI4198	00	06/10/2020	053-6205-583.50-48	PO NUM 052072	43.93	
						VENDOR TOTAL *	43.93	
0002880	00	DUNRITE INC						
B731103		PI4195	00	06/10/2020	051-0000-154.00-00	PO NUM 053857	192.62	
						VENDOR TOTAL *	192.62	
0003091	00	DUTTON-LAINSON CO						
816526-2		PI4185	00	06/10/2020	051-0000-154.00-00	PO NUM 053287	EFT:	409.28
S14137-2		PI4187	00	06/10/2020	051-0000-154.00-00	PO NUM 053438	EFT:	16,178.40
S14186-1		PI4279	00	06/10/2020	051-0000-154.00-00	PO NUM 053463	EFT:	7,624.82
						VENDOR TOTAL *	.00	24,212.50
0004605	00	DXP ENTERPRISES INC						
51400002		PI4193	00	06/10/2020	051-0000-154.00-00	PO NUM 053805	EFT:	210.34
						VENDOR TOTAL *	.00	210.34
0003087	00	EAKES OFFICE SOLUTIONS						
8031623-0		PI4196	00	06/10/2020	051-0000-154.00-00	PO NUM 053865	177.89	
8031623-0		PI4211	00	06/10/2020	051-5001-940.50-35	PO NUM 053865	51.00	
						VENDOR TOTAL *	228.89	
0002959	00	EGAN SUPPLY CO						
317032A		PI4388	00	06/10/2020	051-5001-940.50-35	PO NUM 053452	30.68	
317872A		PI4389	00	06/10/2020	051-5001-940.50-35	PO NUM 053585	184.06	
						VENDOR TOTAL *	214.74	
0004462	00	ELECTRICAL RELIABILITY SERVICES INC						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0004462	00	ELECTRICAL RELIABILITY SERVICES INC						
51045174		PI4288	00	06/10/2020	051-5105-502.60-59	PO NUM 052990	926.00	
						VENDOR TOTAL *	926.00	
0005040	00	EMERSON PROCESS MANAGEMENT POWER &						
9082260		PI4344	00	06/10/2020	051-5205-580.60-58	PO NUM 049403	EFT:	7,807.99
9082260		PI4345	00	06/10/2020	053-6105-502.60-58	PO NUM 049403	EFT:	5,205.32
9082260		PI4346	00	06/10/2020	055-7205-583.60-58	PO NUM 049403	EFT:	15,000.00
9082260		PI4347	00	06/10/2020	057-8205-870.60-58	PO NUM 049403	EFT:	23,423.96
						VENDOR TOTAL *	.00	51,437.27
0002050	00	FASTENAL CO						
NEFRE175209		PI4194	00	06/10/2020	051-0000-154.00-00	PO NUM 053824	EFT:	537.06
NEFRE175285		PI4283	00	06/10/2020	051-5001-940.50-35	PO NUM 052073	EFT:	82.78
NEFRE175353		PI4220	00	06/10/2020	053-6105-502.50-35	PO NUM 052073	EFT:	21.01
NEFRE175209		PI4210	00	06/10/2020	053-6205-583.50-35	PO NUM 053824	EFT:	106.17
NEFRE175234		PI4199	00	06/10/2020	055-7105-502.50-35	PO NUM 052073	EFT:	79.53
						VENDOR TOTAL *	.00	826.55
0001729	00	FCX PERFORMANCE INC						
4572422		PI4192	00	06/10/2020	051-0000-153.00-00	PO NUM 053785	1,220.64	
4574536		PI4280	00	06/10/2020	051-0000-153.00-00	PO NUM 053657	851.52	
						VENDOR TOTAL *	2,072.16	
0004993	00	FIKES COMMERCIAL HYGIENE LLC						
26010		PI4286	00	06/10/2020	051-5001-932.60-61	PO NUM 052107	EFT:	164.78
						VENDOR TOTAL *	.00	164.78
0004918	00	FLSMIDTH USA INC-TUCSON OPERATIONS						
0299383		PI4190	00	06/10/2020	051-0000-153.00-00	PO NUM 053781	289.82	
						VENDOR TOTAL *	289.82	
9999999	00	FORTNER, NATALIE A						
000077565		UT	00	06/10/2020	051-0000-143.00-00	MANUAL CHECK	169.50	
						VENDOR TOTAL *	169.50	
0004833	00	FREMONT AREA UNITED WAY						
MAY'20 CARESHAR			00	06/10/2020	055-0000-242.02-00	May 2020 Care & Share	EFT:	757.50
						VENDOR TOTAL *	.00	757.50
0005215	00	G SQUARED LAWN CARE						
1874		PI4387	00	06/10/2020	051-5001-940.50-43	PO NUM 052756	17,280.00	
						VENDOR TOTAL *	17,280.00	
0005211	00	GE STEAM POWER INC						
99411112		PI4188	00	06/10/2020	051-0000-153.00-00	PO NUM 053486	EFT:	4,388.07
99411352		PI4206	00	06/10/2020	051-5105-502.60-79	PO NUM 053486	EFT:	334.15
						VENDOR TOTAL *	.00	4,722.22
0000247	00	GEXPRO						

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
0000247 S127643693-001	00 PI4374	GEXPRO	00	06/10/2020	051-0000-153.00-00	PO NUM 053681	EFT:	2,323.29
						VENDOR TOTAL *	.00	2,323.29
9999999 000068513	00 UT	GIBSON JR, WILLIAM R	00	06/10/2020	051-0000-143.00-00	MANUAL CHECK	146.32	
						VENDOR TOTAL *	146.32	
0001143 56597 56597	00 PI4370 PI4371	GLASS HOUSE	00	06/10/2020	051-5105-502.50-35	PO NUM 053735	149.81	
			00	06/10/2020	051-5105-502.60-61	PO NUM 053735	124.20	
						VENDOR TOTAL *	274.01	
0001742 9539519133	00 PI4197	GRAINGER	00	06/10/2020	051-0000-153.00-00	PO NUM 053882	EFT:	223.28
						VENDOR TOTAL *	.00	223.28
0004707 9927040235 9927040235	00 0520PI4203 0520PI4204	GREAT PLAINS COMMUNICATIONS INC	00	06/10/2020	051-5001-922.50-53	PO NUM 052213	163.00	
			00	06/10/2020	051-5001-922.60-65	PO NUM 052213	1,000.00	
						VENDOR TOTAL *	1,163.00	
9999999 000019531	00 UT	GROSS, JOLENE A	00	06/10/2020	051-0000-143.00-00	MANUAL CHECK	24.86	
						VENDOR TOTAL *	24.86	
0004469 457118 457108 457109	00 PI4205 PI4208 PI4209	HAYES MECHANICAL	00	06/10/2020	051-5105-502.60-59	PO NUM 053215	1,239.15	
			00	06/10/2020	051-5105-502.60-61	PO NUM 053791	12,783.52	
			00	06/10/2020	051-5105-502.60-61	PO NUM 053791	2,054.50	
						VENDOR TOTAL *	16,077.17	
0002794 1200270691	00 PI4413	HDR ENGINEERING INC	00	06/10/2020	051-5205-580.60-57	PO NUM 053194 Engineering svc Sub H	EFT:	20,745.42
						VENDOR TOTAL *	.00	20,745.42
0000322 110557	00 PI4191	HERCULES INDUSTRIES INC	00	06/10/2020	051-0000-154.00-00	PO NUM 053783	EFT:	1,234.80
						VENDOR TOTAL *	.00	1,234.80
9999999 000075205	00 UT	HYBL, LEILA	00	06/10/2020	051-0000-143.00-00	MANUAL CHECK	148.94	
						VENDOR TOTAL *	148.94	
0004838 15142	00 PI4399	IML NORTH AMERICA LLC	00	06/10/2020	051-5205-580.50-35	PO NUM 053898	1,863.28	
						VENDOR TOTAL *	1,863.28	
0003074 20200514	00 PR0514	JACKSON SERVICES INC	00	06/10/2020	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	159.37

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
0003074	00	JACKSON SERVICES INC									
20200528		PR0528				00	06/10/2020	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	159.37
567 - 053120						00	06/10/2020	051-5001-940.50-46	May Mats	EFT:	71.07
567 - 053120						00	06/10/2020	051-5001-940.20-29	May Uniforms/Whse	EFT:	86.04
1110 - 053120						00	06/10/2020	051-5001-932.50-46	May Mats/Towels	EFT:	188.74
1110 - 053120						00	06/10/2020	051-5001-940.50-46	May Mats/Mops/Towels	EFT:	548.29
567 - 053120						00	06/10/2020	051-5105-502.50-46	May Mops	EFT:	66.36
567 - 053120						00	06/10/2020	051-5105-502.20-29	May Uniforms	EFT:	916.09
1110 - 053120						00	06/10/2020	051-5105-502.50-46	May Mats	EFT:	440.76
567 - 053120						00	06/10/2020	051-5205-580.20-29	May Uniforms/Elect Distr	EFT:	1,355.92
567 - 053120						00	06/10/2020	051-5205-580.20-29	May Uniforms/Engineers	EFT:	57.52
567 - 053120						00	06/10/2020	053-6205-583.20-29	May Uniforms	EFT:	307.08
567 - 053120						00	06/10/2020	055-7105-502.20-29	May Uniforms	EFT:	219.88
1110 - 053120						00	06/10/2020	055-7105-502.50-46	May Mats/Mops	EFT:	110.14
567 - 053120						00	06/10/2020	057-8205-870.20-29	May Uniforms	EFT:	744.08
									VENDOR TOTAL *	.00	5,430.71
0004205	00	JCI INDUSTRIES INC									
8195645		PI4189				00	06/10/2020	051-0000-153.00-00	PO NUM 053777	85.25	
8195881		PI4337				00	06/10/2020	051-0000-153.00-00	PO NUM 053777	11,193.56	
8195965		PI4338				00	06/10/2020	051-0000-153.00-00	PO NUM 053777	193.57	
									VENDOR TOTAL *	11,472.38	
0000614	00	JERRY'S ELECTRIC INC									
L05-019-2020		PI4202				00	06/10/2020	051-5205-580.60-61	PO NUM 052177	12.50	
									VENDOR TOTAL *	12.50	
0001485	00	JOHN DAY COMPANY									
1591617-00		PI4217				00	06/10/2020	051-0000-153.00-00	PO NUM 053883	EFT:	148.49
									VENDOR TOTAL *	.00	148.49
0004550	00	JOHNSON'S CYCLE AND AUTO LLC									
130562		PI4306				00	06/10/2020	055-7105-502.50-35	PO NUM 053917	41.97	
									VENDOR TOTAL *	41.97	
0003085	00	KELLY SUPPLY CO									
S11128373-1		PI4186				00	06/10/2020	057-0000-154.00-00	PO NUM 053433	EFT:	39.17
									VENDOR TOTAL *	.00	39.17
0004708	00	KIMBALL MIDWEST									
7972205		PI4400				00	06/10/2020	051-5001-940.50-35	PO NUM 053915	190.26	
									VENDOR TOTAL *	190.26	
9999999	00	KONTOR, KEAN J									
000079059		UT				00	06/10/2020	051-0000-143.00-00	MANUAL CHECK	129.76	
									VENDOR TOTAL *	129.76	
0002654	00	LEAGUE ASSN OF RISK MANAGEMENT									
14118		PI4212				00	06/10/2020	051-5001-919.60-63	PO NUM 053897	255.85	
									VENDOR TOTAL *	255.85	
0004541	00	LIBERTY PROCESS EQUIPMENT INC									

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0004541	00	LIBERTY PROCESS EQUIPMENT INC						
0082728-IN	PI4207		00	06/10/2020	055-7105-502.50-35	PO NUM 053773	994.10	
						VENDOR TOTAL *	994.10	
0002945	00	LYMAN RICHEY SAND & GRAVEL						
143592	PI4200		00	06/10/2020	053-6205-583.50-35	PO NUM 052081	32.01	
149051	PI4378		00	06/10/2020	053-6205-583.50-35	PO NUM 052081	93.86	
						VENDOR TOTAL *	125.87	
0000480	00	MALLOY ELECTRIC						
6298757	PI4294		00	06/10/2020	051-5105-502.60-59	PO NUM 053812	850.00	
6298757	PI4295		00	06/10/2020	051-5105-502.60-61	PO NUM 053812	440.00	
6298757	PI4296		00	06/10/2020	051-5105-502.60-79	PO NUM 053812	126.53	
6298758	PI4297		00	06/10/2020	051-5105-502.60-59	PO NUM 053812	388.66	
6298759	PI4298		00	06/10/2020	051-5105-502.60-59	PO NUM 053812	388.66	
6298760	PI4299		00	06/10/2020	051-5105-502.60-59	PO NUM 053812	388.66	
						VENDOR TOTAL *	2,582.51	
0002972	00	MARK HYDRAULIC CO INC						
5123732	PI4213		00	06/10/2020	051-0000-153.00-00	PO NUM 053765	146.64	
						VENDOR TOTAL *	146.64	
0005272	00	MARV'S TREE SERVICE						
05182020	PI4242		00	06/10/2020	051-5205-580.60-61	PO NUM 053891	250.00	
						VENDOR TOTAL *	250.00	
0002052	00	MATHESON LINWELD						
21711088	PI4233		00	06/10/2020	051-5105-502.50-35	PO NUM 052499		EFT: 364.98
21737017	PI4358		00	06/10/2020	051-5105-502.50-35	PO NUM 052499		EFT: 364.98
51650478	PI4359		00	06/10/2020	051-5105-502.60-76	PO NUM 052499		EFT: 72.97
51643000	PI4377		00	06/10/2020	051-5105-502.60-76	PO NUM 052080		EFT: 137.64
21701215	PI4221		00	06/10/2020	057-8205-870.50-35	PO NUM 052080		EFT: 135.68
						VENDOR TOTAL *	.00	1,076.25
0000667	00	MCMASTER-CARR SUPPLY CO						
39446521	PI4237		00	06/10/2020	051-5105-502.50-35	PO NUM 053817	152.63	
						VENDOR TOTAL *	152.63	
0005201	00	MEDEXPRESS URGENT CARE NEBRASKA INC						
1524398C3908	PI4229		00	06/10/2020	051-5001-926.60-61	PO NUM 052113	252.00	
						VENDOR TOTAL *	252.00	
0002153	00	MEGGER INC						
5590594594	PI4289		00	06/10/2020	051-5105-502.60-59	PO NUM 053506	1,607.00	
						VENDOR TOTAL *	1,607.00	
0001229	00	MENARDS - FREMONT						
92583	PI4222		00	06/10/2020	051-5001-940.50-35	PO NUM 052083	44.75	
92864	PI4224		00	06/10/2020	051-5205-580.50-35	PO NUM 052083	13.89	
92640	PI4223		00	06/10/2020	053-6105-502.50-35	PO NUM 052083	95.24	

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
0001229	00	MENARDS - FREMONT									
92898		PI4284				00	06/10/2020	055-7105-502.50-35	PO NUM 052083	24.24	
									VENDOR TOTAL *	178.12	
0004442	00	MID-IOWA SOLID WASTE EQUIPMENT CO									
52076		PI4301				00	06/10/2020	055-7205-583.50-35	PO NUM 053872	800.00	
52076		PI4302				00	06/10/2020	055-7205-583.60-79	PO NUM 053872	72.30	
									VENDOR TOTAL *	872.30	
0002960	00	MIDLAND SCIENTIFIC INC									
6095641		PI4300				00	06/10/2020	053-6105-502.50-35	PO NUM 053846	353.10	
6098114		PI4396				00	06/10/2020	053-6105-502.50-35	PO NUM 053846	353.10	
6098124		PI4397				00	06/10/2020	053-6105-502.50-35	PO NUM 053846	1,084.98	
6098131		PI4303				00	06/10/2020	055-7105-502.50-35	PO NUM 053895	274.42	
									VENDOR TOTAL *	2,065.60	
0004883	00	MISSISSIPPI LIME COMPANY									
1491610						00	06/10/2020	051-0000-158.02-00	5/21/20 26.01 TN	EFT:	5,241.69
1492140						00	06/10/2020	051-0000-158.02-00	5/26/20 26.02 TN	EFT:	5,243.70
									VENDOR TOTAL *	.00	10,485.39
0004965	00	MJN MACHINE									
2459		PI4334				00	06/10/2020	055-7105-502.50-35	PO NUM 053893	620.00	
									VENDOR TOTAL *	620.00	
0001486	00	MOTION INDUSTRIES INC									
NE01-536668		PI4214				00	06/10/2020	051-0000-153.00-00	PO NUM 053789	2,762.32	
									VENDOR TOTAL *	2,762.32	
0002985	00	MSC INDUSTRIAL SUPPLY CO INC									
52111852		PI4215				00	06/10/2020	051-0000-154.00-00	PO NUM 053847	EFT:	148.43
52246182		PI4216				00	06/10/2020	051-0000-154.00-00	PO NUM 053850	EFT:	442.34
54169732		PI4309				00	06/10/2020	051-0000-153.00-00	PO NUM 053844	EFT:	865.42
53366302		PI4310				00	06/10/2020	051-0000-154.00-00	PO NUM 053866	EFT:	322.67
53585422		PI4311				00	06/10/2020	051-0000-154.00-00	PO NUM 053866	EFT:	49.31
54800862		PI4312				00	06/10/2020	051-0000-154.00-00	PO NUM 053908	EFT:	526.40
54429782		PI4342				00	06/10/2020	051-0000-154.00-00	PO NUM 053907	EFT:	763.87
54800872		PI4343				00	06/10/2020	051-0000-154.00-00	PO NUM 053908	EFT:	276.57
52389282		PI4236				00	06/10/2020	051-5105-502.50-35	PO NUM 053806	EFT:	12.84
54042072		PI4332				00	06/10/2020	051-5105-502.50-35	PO NUM 053879	EFT:	382.75
54042082		PI4333				00	06/10/2020	051-5105-502.50-35	PO NUM 053879	EFT:	73.03
54890632		PI4373				00	06/10/2020	051-5105-502.50-35	PO NUM 053911	EFT:	585.88
52626562		PI4241				00	06/10/2020	051-5205-580.50-35	PO NUM 053853	EFT:	291.04
53438762		PI4329				00	06/10/2020	055-7105-502.50-35	PO NUM 053835	EFT:	680.00
									VENDOR TOTAL *	.00	5,420.55
0003057	00	NEBR DEPT OF ENVIRONMENT AND ENERGY									
29530		PI4414				00	06/10/2020	051-5105-502.60-77	PO NUM 053930	75,137.40	WAPA hydro power purchase
									VENDOR TOTAL *	75,137.40	
0001958	00	NEBR PUBLIC HEALTH ENVIRONMENTAL									

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
0001958	00	NEBR PUBLIC HEALTH ENVIRONMENTAL	526941	PI4232		00	06/10/2020	053-6105-502.60-54	PO NUM 052242		EFT: 625.00
VENDOR TOTAL *										.00	625.00
0001473	00	NMC INC	CUI799606	PI4367		00	06/10/2020	051-5205-580.50-48	PO NUM 053696	122.32	
CUI799606				PI4368		00	06/10/2020	051-5205-580.60-79	PO NUM 053696	11.45	
CUI800797				PI4369		00	06/10/2020	051-5205-580.50-48	PO NUM 053696	115.95	
CUI800794				PI4390		00	06/10/2020	051-5205-580.50-48	PO NUM 053696	116.14	
VENDOR TOTAL *										365.86	
0004151	00	NORTH AMERICAN ELECTRIC RELIABILITY	25721	PI4218		00	06/10/2020	051-5105-502.60-61	PO NUM 051832		EFT: 5,660.77
VENDOR TOTAL *										.00	5,660.77
0003136	00	NORTHERN NATURAL GAS CO *FNB WIRE*	1038 MAY 2020			00	06/10/2020	057-8205-807.50-02		102,949.17	Natural gas purchase
VENDOR TOTAL *										102,949.17	
0002937	00	O'KEEFE ELEVATOR CO INC	00511291	PI4230		00	06/10/2020	051-5001-932.60-65	PO NUM 052166	197.05	
00511291				PI4231		00	06/10/2020	051-5105-502.60-65	PO NUM 052166	1,116.63	
VENDOR TOTAL *										1,313.68	
0001020	00	O'REILLY AUTOMOTIVE INC	0397-322929	PI4227		00	06/10/2020	051-5001-940.50-35	PO NUM 052085	43.42	
0397-323719				PI4348		00	06/10/2020	051-5001-940.50-48	PO NUM 052085	69.25	
0397-325110				PI4350		00	06/10/2020	051-5001-940.50-48	PO NUM 052085	96.27	
0397-320922				PI4225		00	06/10/2020	051-5105-502.50-35	PO NUM 052085	125.36	
0397-325870				PI4379		00	06/10/2020	051-5105-502.50-35	PO NUM 052085	31.04	
0397-325251				PI4351		00	06/10/2020	051-5205-580.50-48	PO NUM 052085	78.89	
0397-322948				PI4240		00	06/10/2020	053-6205-583.50-48	PO NUM 053848	455.29	
0397-325109				PI4349		00	06/10/2020	053-6205-583.50-48	PO NUM 052085	216.87	
0397-322889				PI4226		00	06/10/2020	055-7105-502.50-35	PO NUM 052085	255.89	
0397-322943				PI4228		00	06/10/2020	055-7105-502.50-35	PO NUM 052085	40.00-	
VENDOR TOTAL *										1,332.28	
0002888	00	OFFICENET	940053-0	PI4234		00	06/10/2020	051-5001-903.50-40	PO NUM 053802	129.58	
940057-0				PI4235		00	06/10/2020	051-5001-903.50-40	PO NUM 053803	78.17	
940287-0				PI4238		00	06/10/2020	051-5001-940.50-40	PO NUM 053840	334.59	
940287-0				PI4239		00	06/10/2020	051-5001-940.50-61	PO NUM 053840	11.75	
940604-0				PI4372		00	06/10/2020	051-5105-502.50-40	PO NUM 053880	161.62	
VENDOR TOTAL *										715.71	
0004910	00	OHIO LUMEX CO INC	COF050820T	PI4316		00	06/10/2020	051-5105-502.50-35	PO NUM 052204	417.50	
VENDOR TOTAL *										417.50	
0004671	00	ONE CALL CONCEPTS INC									

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
0004671 0050134	00 PI4404	ONE CALL CONCEPTS INC	00	06/10/2020	051-5001-940.60-61	PO NUM 052199	415.58	
						VENDOR TOTAL *	415.58	
0004948 B13795560101	00 PI4308	PCM SALES INC	00	06/10/2020	051-0000-159.00-00	PO NUM 053843	479.70	
						VENDOR TOTAL *	479.70	
0003827 MNCPLD 052620 ASH PD 052620 CMBT TUR 052620 PWR PLT 052620 UTIL BLD 052620 SUB STA 052620 SUBST BI 052620 WTR PLT 052620 WWTP 052720 WWTP BI 052720	00 PI4318 PI4321 PI4322 PI4323 PI4324 PI4314 PI4315 PI4317 PI4319 PI4320	PEST PRO'S INC	00	06/10/2020	051-5001-932.60-61 051-5105-502.60-61 051-5105-502.60-61 051-5105-502.60-61 051-5105-502.50-35 051-5205-580.60-61 051-5205-580.60-61 053-6105-502.60-61 055-7105-502.60-61 055-7105-502.60-61	PO NUM 052414 PO NUM 052429 PO NUM 052429 PO NUM 052429 PO NUM 052429 PO NUM 052198 PO NUM 052198 PO NUM 052243 PO NUM 052422 PO NUM 052422	42.80 48.15 53.50 85.60 69.55 190.35 126.90 69.55 110.00 180.00	
						VENDOR TOTAL *	976.40	
0004800 SANDERS J 2020	00 PI4335	PINNACLE BANK - VISA	00	06/10/2020	051-5001-920.60-62	PO NUM 053913	455.00	
						VENDOR TOTAL *	455.00	
0001627 0615504-IN	00 PI4331	PIPING RESOURCES INC	00	06/10/2020	051-5105-502.50-35	PO NUM 053878		EFT: 789.61
						VENDOR TOTAL *	.00	789.61
0002793 103156 103699 103886 104051	00 PI4251 PI4258 PI4259 PI4260	PLIBRICO COMPANY LLC	00	06/10/2020	051-5001-932.60-61 051-5001-932.50-35 051-5001-932.50-35 051-5001-932.50-35	PO NUM 051036 PO NUM 052669 PO NUM 052669 PO NUM 052669	4,463.75 3,288.41 2,209.25 1,553.15	
						VENDOR TOTAL *	11,514.56	
9999999 000067957	00 UT	POLLARD, JOSEPH R	00	06/10/2020	051-0000-143.00-00	MANUAL CHECK	448.60	
						VENDOR TOTAL *	448.60	
0003566 1453947	00 PI4244	POLYDYNE INC	00	06/10/2020	055-0000-154.00-00	PO NUM 053761		EFT: 16,668.08
						VENDOR TOTAL *	.00	16,668.08
9999999 000080465	00 UT	POPPINGO, SAMANTHA R	00	06/10/2020	051-0000-143.00-00	MANUAL CHECK	25.79	
						VENDOR TOTAL *	25.79	
0004696 60272	00 PI4263	PRIME COMMUNICATIONS INC	00	06/10/2020	051-5001-940.50-35	PO NUM 053636	1,669.17	

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
0004696 60272	00	PRIME COMMUNICATIONS INC PI4264	00 06/10/2020	051-5001-940.60-61	PO NUM 053636	731.19	
					VENDOR TOTAL *	2,400.36	
0001629 NE26353-IN	00	PROCESS MEASUREMENT COMPANY PI4262	00 06/10/2020	051-5105-502.50-35	PO NUM 053514	321.46	
					VENDOR TOTAL *	321.46	
0004413 31395372	00	RADWELL INTERNATIONAL INC PI4267	00 06/10/2020	055-7105-502.60-59	PO NUM 053778	444.00	
					VENDOR TOTAL *	444.00	
0004168 418851	00	RAILROAD MANAGEMENT CO III LLC PI4255	00 06/10/2020	055-7205-583.60-77	PO NUM 052313	813.06	
					VENDOR TOTAL *	813.06	
0005035 183555	00	RAILWORKS TRACK SYSTEMS INC PI4401	00 06/10/2020	051-5105-502.60-58	PO NUM 053929	158,770.00	Progress payment on rail tracks at
					VENDOR TOTAL *	158,770.00	LDW Power Plant
0002876 18974	00	RAWHIDE CHEMOIL INC PI4269	00 06/10/2020	051-5001-940.50-30	PO NUM 053842	10,248.17	
					VENDOR TOTAL *	10,248.17	
0004939 785849-00 786771-00	00	RESCO PI4248 PI4250	00 06/10/2020 00 06/10/2020	051-0000-154.00-00 051-0000-154.00-00	PO NUM 053797 PO NUM 053856	2,311.20 321.00	
					VENDOR TOTAL *	2,632.20	
0003790 PWO040693-1 SWO044469-1 SWO044469-1 SWO044469-1	00	RIEKES EQUIPMENT CO PI4261 PI4271 PI4272 PI4273	00 06/10/2020 00 06/10/2020 00 06/10/2020 00 06/10/2020	055-7105-502.60-59 055-7105-502.50-35 055-7105-502.60-61 055-7105-502.60-79	PO NUM 053355 PO NUM 053887 PO NUM 053887 PO NUM 053887		EFT: EFT: EFT: EFT:
					VENDOR TOTAL *	.00	864.00 1,673.94 1,430.00 77.50
0005142 3403 3403	00	S & S LOCKSMITH CO PI4274 PI4275	00 06/10/2020 00 06/10/2020	051-5001-932.50-35 051-5001-932.60-61	PO NUM 053892 PO NUM 053892	331.00 95.00	
					VENDOR TOTAL *	426.00	4,045.44
0005128 CLIP11945 CLIP11945 CLIP11945 CLIP11945 CLIP11945 CLIP11945	00	SCHLOSSER ENTERPRISES INC PI4361 PI4362 PI4363 PI4364 PI4365 PI4366	00 06/10/2020 00 06/10/2020 00 06/10/2020 00 06/10/2020 00 06/10/2020 00 06/10/2020	051-5001-932.60-61 051-5001-940.60-61 051-5105-502.60-61 053-6105-502.60-61 055-7205-583.60-61 057-8205-870.60-61	PO NUM 053492 PO NUM 053492 PO NUM 053492 PO NUM 053492 PO NUM 053492 PO NUM 053492		EFT: EFT: EFT: EFT: EFT: EFT:
					VENDOR TOTAL *	.00	90.00 40.00 130.00 170.00 105.00 20.00
0004661	00	SCREENING ONE INC					555.00

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
0004661	00	SCREENING ONE INC						
200400471		PI4254	00	06/10/2020	051-5001-926.60-61	PO NUM 052096	201.62	
						VENDOR TOTAL *	201.62	
0005138	00	SERGEANT LABORATORIES INC						
050820-V		PI4270	00	06/10/2020	051-5001-922.60-65	PO NUM 053859	9,391.72	
						VENDOR TOTAL *	9,391.72	
0001308	00	SHERWIN-WILLIAMS CO						
6806-8		PI4245	00	06/10/2020	051-0000-154.00-00	PO NUM 053784	239.47	
						VENDOR TOTAL *	239.47	
0004773	00	SOUTHERNCARLSON INC						
OM41386683		PI4398	00	06/10/2020	055-7105-502.50-35	PO NUM 053894	5,649.00	
						VENDOR TOTAL *	5,649.00	
0004760	00	SOUTHWEST POWER POOL INC						
TRN20200531FREM			00	06/10/2020	051-5105-555.50-00	May 2020 Transmission	EFT:	43,806.41
						VENDOR TOTAL *	.00	43,806.41
0003923	00	STATE OF NEBRASKA - CELLULAR						
1220665			00	06/10/2020	051-5001-903.50-53	Cellular & Lang Line Serv	EFT:	76.40
1220665			00	06/10/2020	051-5001-919.50-53	Cellular	EFT:	46.31
1220665			00	06/10/2020	051-5001-922.50-53	Cellular	EFT:	92.73
1220665			00	06/10/2020	051-5001-925.50-53	Cellular	EFT:	46.31
1220665			00	06/10/2020	051-5001-926.50-53	Cellular	EFT:	46.31
1220665			00	06/10/2020	051-5001-919.50-53	City/Police-Language Line	EFT:	38.50
1220665			00	06/10/2020	051-5105-502.50-53	Cellular	EFT:	150.23
1220665			00	06/10/2020	051-5205-580.50-53	Engineers Cellular	EFT:	185.24
1220665			00	06/10/2020	051-5205-580.50-53	Elect Distr Cellular	EFT:	335.72
1220665			00	06/10/2020	053-6105-502.50-53	Cellular	EFT:	46.31
1220665			00	06/10/2020	053-6205-583.50-53	Cellular	EFT:	180.68
1220665			00	06/10/2020	055-7105-502.50-53	Cellular	EFT:	23.21
1220665			00	06/10/2020	057-8205-870.50-53	Cellular	EFT:	290.32
						VENDOR TOTAL *	.00	1,558.27
0001137	00	STEFFY CHRYSLER CENTER INC, GENE						
6134205		PI4304	00	06/10/2020	051-5205-580.50-48	PO NUM 053906	155.10	
6134205		PI4305	00	06/10/2020	051-5205-580.60-59	PO NUM 053906	212.50	
						VENDOR TOTAL *	367.60	
0004647	00	T SQUARE SUPPLY LLC						
27481		PI4252	00	06/10/2020	055-7105-502.50-30	PO NUM 052091	22.00	
27501		PI4253	00	06/10/2020	055-7105-502.50-30	PO NUM 052091	44.00	
						VENDOR TOTAL *	66.00	
0004344	00	THIELSCH ENGINEERING INC						
215847		PI4256	00	06/10/2020	051-5105-502.60-59	PO NUM 052597	4,000.00	
						VENDOR TOTAL *	4,000.00	
0001339	00	TIMME WELDING & SUPPLY 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
0001339 41924	00	TIMME WELDING & SUPPLY LLC PI4276	00	06/10/2020	051-5205-580.50-35	PO NUM 053896	267.50	
						VENDOR TOTAL *	267.50	
0004552 13991810 13991810	00	TITAN MACHINERY INC PI4265 PI4266	00	06/10/2020 06/10/2020	051-5205-580.50-48 051-5205-580.60-79	PO NUM 053718 PO NUM 053718	EFT: EFT:	976.93 158.25
						VENDOR TOTAL *	.00	1,135.18
0000525 40057597-000 40057558-000	00	UTILITY EQUIPMENT CO PI4268 PI4327	00	06/10/2020 06/10/2020	053-6205-583.60-61 053-6205-583.60-61	PO NUM 053833 PO NUM 053709	700.00 400.00	
						VENDOR TOTAL *	1,100.00	
0004172 IN20201646	00	UTILITY SAFETY AND DESIGN INC PI4313	00	06/10/2020	057-8205-870.60-61	PO NUM 046013	125.00	
						VENDOR TOTAL *	125.00	
9999999 000073429	00	VOLKMER, AMANDA J UT	00	06/10/2020	051-0000-143.00-00	MANUAL CHECK	18.38	
						VENDOR TOTAL *	18.38	
0003064 11109046-00	00	VOSS LIGHTING PI4307	00	06/10/2020	051-0000-154.00-00	PO NUM 053795	187.98	
						VENDOR TOTAL *	187.98	
0002907 20050279	00	WALNUT RADIO LLC (KHUB) PI4384	00	06/10/2020	051-5001-903.60-78	PO NUM 052205	234.00	
						VENDOR TOTAL *	234.00	
0002894 5591717 5591717 5591717 5591717	00	WASTE CONNECTIONS OF NE INC PI4380 PI4381 PI4382 PI4383	00	06/10/2020 06/10/2020 06/10/2020 06/10/2020	051-5001-932.50-49 051-5001-940.50-49 051-5105-502.50-49 055-7105-502.50-49	PO NUM 052165 PO NUM 052165 PO NUM 052165 PO NUM 052165	241.14 503.00 285.71 1,030.91	
						VENDOR TOTAL *	2,060.76	
0004336 27820 27820	00	WATERLINK INC PI4325 PI4326	00	06/10/2020 06/10/2020	051-5105-502.50-52 051-5105-502.50-52	PO NUM 052845 PO NUM 052845	992.38 2,061.97	
						VENDOR TOTAL *	3,054.35	
0000482 482862 481362 484410 484411 487389	00	WESCO RECEIVABLES CORP PI4243 PI4246 PI4247 PI4249 PI4341	00	06/10/2020 06/10/2020 06/10/2020 06/10/2020 06/10/2020	051-0000-159.00-00 051-0000-154.00-00 051-0000-154.00-00 051-0000-154.00-00 051-0000-154.00-00	PO NUM 053676 PO NUM 053794 PO NUM 053796 PO NUM 053855 PO NUM 053870	EFT: EFT: EFT: EFT: EFT:	1,202.08 674.10 7.12 813.20 701.92
						VENDOR TOTAL *	.00	3,398.42
0004342	00	WIESE PLUMBING & EXCAVATING INC						

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
0004342 12628 12628	00	WIESE PLUMBING & EXCAVATING INC PI4277 PI4278	00 06/10/2020 00 06/10/2020	053-6105-502.50-35 053-6105-502.60-61	PO NUM 053902 PO NUM 053902	61.59 78.00	
					VENDOR TOTAL *	139.59	
0003818 9833	00	WILLCO INC PI4330	00 06/10/2020	055-7105-502.50-35	PO NUM 053858	249.00	
					VENDOR TOTAL *	249.00	
9999999 000078911	00	WITTMAYER, CLAYTON A UT	00 06/10/2020	051-0000-143.00-00	MANUAL CHECK	80.15	
					VENDOR TOTAL *	80.15	
					EFT/EPAY TOTAL ***		286,704.99
					TOTAL EXPENDITURES ****	565,248.14	286,704.99
				GRAND TOTAL *****			851,953.13

## STAFF REPORT

TO: Utilities and Infrastructure Board  
FROM: Jeff Shanahan, Power Plant Superintendent  
DATE: June 9, 2020  
SUBJECT: Lon D. Wright Power Plant Water Truck

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Recommendation: Authorize purchase of water truck for Lon D. Wright Power Plant.

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### **BACKGROUND:**

Lon D. Wright Power Plant (LDW) is required by the City of Fremont Air Quality Class 1 Operating Permit to utilize water as a method of dust control at the power plant and adjacent facilities. Water is currently applied using a 1994 truck with 402,000 miles.

Due to the age and condition of the existing water truck LDW staff created a technical specification for the purchase of a complete water truck that includes chassis, 4,000-gallon tank and water pump.

The specifications were sent to four vendors including Sourcewell (government pricing) for the purchase of the water truck listed above; the table below reflects the pricing received:

Vendor	Brand	Cost
Sourcewell	Freightliner	\$149,951.00
Truck Center Omaha	Freightliner	\$144,952.00
Volvo Trucks of Omaha	Volvo	\$159,825.00
RDO	Mack	\$160,475.10

All vendors have listed a late 2020 delivery or no date when asked for delivery due to the current supply chain constraints. LDW acknowledges that the purchase of this vehicle will be charged against the 20-21 FY Capital Plan.

LDW staff requests that the Utilities and Infrastructure Board recommend to the City of Fremont Mayor and City Council to authorize staff to sign a purchase agreement and issue a purchase order to Truck Center of Omaha for a for a complete Freightliner Water Truck for \$144,952.00

### **FISCAL IMPACT:**

\$144,952.00 plus tax for Fiscal Year 20-21, the item was budgeted.

# STAFF REPORT

TO: Utilities and Infrastructure Board  
FROM: Jeff Shanahan, Power Plant Superintendent  
DATE: June 9, 2020  
SUBJECT: Lon D. Wright Power Plant Motorgrader

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Recommendation: Authorize purchase of Motorgrader for Lon D. Wright Power Plant.

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## **BACKGROUND:**

Lon D. Wright Power Plant (LDW) utilizes a motorgrader to maintain the access areas to the coal pile, the contour for coal pile runoff and roads and runoff of adjacent facilities. The existing motorgrader is a 1977 Caterpillar 140G, actual hours unknown, the motor and hydraulics are at the end of service life and will require a major overhaul.

Due to the age and condition of the existing motorgrader LDW staff created a technical specification for the purchase of a used, comparable motorgrader. A new motorgrader was not considered due to low usage.

LDW staff provided the specification to two vendors for the purchase of the motorgrader listed above. LDW staff met with the vendors and test operated each of the available units. The table below reflects the pricing received:

Vendor	Brand	Cost
NMC (New Model 12M3)	Caterpillar	\$290,500.00 + Tax
NMC Used	Caterpillar (8860 Hours)	\$110,000.00 + Tax
Murphy Tractor	John Deere (4300 Hours)	\$190,000.00 + Tax

A typical major overhaul would take place at approximately 15,000 hours of operation, utility staff estimated that we would put approximately 500 hours of operation per year on the machine.

At this time the trade in value of the LDW 140G motorgrader is unknown. LDW staff is working with NMC to obtain a trade-in value; once that value is determined FDU staff will decide on trade-in or auction.

LDW staff requests that the Utilities and Infrastructure Board recommend to the City of Fremont Mayor and City Council to authorize staff to sign a purchase agreement and issue a purchase order to NMC for a for a 2011 Caterpillar 140M motorgrader for \$110,000.00 + Tax

## **FISCAL IMPACT:**

\$110,000.00 plus tax for Fiscal Year 19-20. The item was budgeted in FY20-21.

## STAFF REPORT

TO: Utility and Infrastructure Board  
FROM: Keith Kontor, Water/Wastewater Superintendent  
DATE: June 9, 2020  
SUBJECT: Consider approving Amendment #4 to current agreement with HDR Engineering.

---

**Recommendation:** Recommend to City Council to approve resolution for Engineering Fees for Wholestone Expansion.

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**Background:** Wholestone Farms has approached the City to treat their wastewater from a second shift. The WWTP does not have the capacity to handle the increased flow and loadings which will require additional improvements. Wholestone has signed an agreement to pay 50% of engineering costs capped at \$1.75 million.

**Fiscal Impact:** \$3,376,917 (50% will be reimbursed by Wholestone)

This is **EXHIBIT K**, consisting of 25 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 14, 2016.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT  
Amendment No. 4**

**The Effective Date of this Amendment is: May 21, 2020.**

**Background Data**

Effective Date of Owner-Engineer Agreement: November 14, 2016

Owner: City of Fremont, Nebraska

Engineer: HDR Engineering, Inc.

Project: Fremont Wastewater Treatment Plant Improvements

**Nature of Amendment:**

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

**Description of Modifications:**

Additional Services to be performed by the Engineer in accordance with Attachment A for the proposed expansion of the WWTP related to Wholestone's intended increases in production.

Time rendering for services to be performed by the Engineer is extended to December 31, 2022.

**Agreement Summary:**

Original agreement amount:	\$ 3,979,000.00
Net change for prior amendments:	\$ 1,224,931.00
This amendment amount:	\$ 3,376,917.00
Adjusted Agreement amount:	\$ 8,580,848.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

City of Fremont, Nebraska

HDR Engineering, Inc.

By: \_\_\_\_\_  
Print  
name: \_\_\_\_\_

By: \_\_\_\_\_  
Print  
name: \_\_\_\_\_

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

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

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**ATTACHMENT A**  
**SCOPE OF SERVICES**

**PROJECT NAME:**

City of Fremont Wastewater Treatment Plant Wholestone Expansion – Design, Bidding and Construction Contract Administration

**PROJECT DESCRIPTION:**

In 2017 and 2018, the City of Fremont began construction on 3 separate WWTP improvement projects. In the first package, the City expanded the secondary treatment capabilities to provide ammonia and BOD removal for projected flows and loads as well improving associated plant infrastructure. This package was Substantially Complete in summer 2019. The second and third packages included anaerobic lagoons for industrial pre-treatment and an additional egg digester to address increased solids loadings. These packages are anticipated to be Substantially Complete in 2020. During construction of the 3 projects, the local pork processing facility (formerly Hormel) was purchased by Wholestone in early 2019. The new ownership of the pork processing plant intends to expand from one shift of kill/cut to two shifts of kill/cut which will greatly increase the flows and loads sent to the WWTP. In addition, the City received a Compliance Order requiring year round disinfection of plant effluent be completed by October 2022.

The purpose of this project is to develop the design documents, provide bidding assistance, and construction contract administration services for the WWTP improvements needed to address the Compliance Order, and projected increases in industrial flows and loads and associated anticipated improvements or plant modifications.

The scope of services defined below outlines the activities that will be provided by HDR for these tasks based on the following project definitions and assumptions:

**Task 1 – Design and Development of Drawings and Specifications of one (1) HDPE lined and Covered Anaerobic Lagoon.**

Assumptions:

- Total lagoon volume ~6,500,000 gallons
- Fremont will provide data for final sizing of the lagoons from Wholestone
- General dimensions of the lagoons will be approximately 350'x240' at the top of inside lagoon embankment or dike. Anaerobic lagoon construction will involve approximately 2 to 3 ft excavation with the balance of the earthen berms constructed from suitable offsite borrow materials located and obtained by the Contractor.
- Industrial users discharging to lagoons will provide pretreatment including screening and DAF treatment prior to the lagoons and waste streams shall be from meat processing operations.
- Sole source an additional pump at the industrial lift station to match existing pumps in type, size, and capacity.
- The lagoon will be located on site.
  - The lagoon system will incorporate a 60-mil HDPE dual bottom liner, earthen construction, 100-mil HDPE insulated cover, storm water and gas collection systems.

- Heating of anaerobic contents or influent wastes will be done by existing boiler and heat exchanger in the Anaerobic Building. It is assumed Wholestone’s wastewater will be 85 degF
- Expansion of Biogas Conditioning System is not included. City intends to flare any biogas volume that exceeds capacity of existing storage and biogas conditioning system.
- Based on an anticipated increase in biogas production, an air construction permit application is required.

## **Task 2 – Design and Development of Drawings and Specifications of Improvements to Existing WWTP**

### Assumptions:

- The improvements will be designed to treat BOD and ammonia with future modifications for nitrogen and phosphorus removal.
- The design will include the following general components
  - Multi-zone aeration structure
    - Sole source new blower and associated instrumentation & controls, valves, and electrical equipment to match existing.
    - Additional 50% of existing treatment volume
    - One train consisting of an anoxic zone, swing zone and two aerobic zones
    - Basin will be concrete rectangular structure with a water depth of 19’ similar to existing.
    - Sole source basin mixers, submersible pumps, and mixed liquor recycle pumps.
  - New RAS/WAS Pumps associated with new aeration train and new final clarifier
    - Precast wall construction to match existing.
    - Standing seam metal roof to match existing.
    - Footprint of building (including wetwell) anticipated to be 20’ x 30’
    - Design (2) RAS and (2) WAS pumps for the third train. One duty, one spare for each. Pumps will run on VFDs
  - Secondary Lift Station
    - To accommodate increased flow capacity, HDR to evaluate modifying the existing (3) pumps located in the Secondary Lift Station basement or replace the existing pumps with (3) new pumps. Modify existing piping. If (3) new pumps are required, HDR to evaluate the feasibility of reusing the existing pumps in the new RAS/WAS building.
    - No architectural, structural, or mechanical modifications to the existing secondary lift station are included at this time. The Basis of Design will evaluate the feasibility of using the existing structure. If the existing structure or a portion of it cannot be re-used, an amendment to the scope may be required.
  - New final clarifier
    - Design a new final clarifier associated with the new aeration train and new RAS/WAS pump station.
  - New UV Disinfection System
    - Determine appropriate design criteria (UVT) for new UV disinfection system

- Abandon existing channel since amount of disinfection and benefit of retrofit is minimal
  - Reuse existing building to house electrical gear and UV bulbs for new equipment
  - Construct new channel(s) on north side of existing building with overhead canopies. New channel would not be enclosed in a building.
  - Assume a future 24 MGD peak hour flow and design new channel with this capacity. Equipment will only be provided for current peak hour flows of 17.7 MGD. Allow for space for future UV equipment to be installed as future flows increase over time.
  - Design a new bypass line on the north side of the new channel(s) with a new junction box.
  - Design a new effluent flow measurement structure and abandon the existing flow measurement structure.
- Solids Processing Building – Strain Press
  - Design a new strain press system located in the existing Solids Processing Building truck storage area. Strain press to remove undesired materials from solids prior to anaerobic digestion.
  - Two strain presses are anticipated on a platform with a dumpster below to collect solids from the presses.
  - Mechanical HVAC improvements in the vicinity of the new strain presses is anticipated to be required.
  - No architectural or structural modifications to the building, other than the equipment platforms is anticipated.
  - It is anticipated that the existing ESAD feed pumps will be adequate to move biosolids from the mixed storage tanks, through the strain presses, and to the ESADs.
- Compost Pad
  - Design a new compost drainage area per NDEE Title 132, Chapter 6.
  - Modifications to existing permitting to be completed by the City.
- Headworks Gate Replacement
  - Replace existing bar screen isolation gates.
  - Concrete repair in the lower level of the headworks in the vicinity of the replacement gates. Repairs will consist of localized surface cleaning and preparation and installation of repair materials and does not include any structural analysis or change in geometry.
- Associated foundations, site work, electrical, instrumentation and controls and mechanicals systems
  - These improvements shall include only that work required for the unit process operations being improved.
  - Foundations for the new buildings and basins are spread footings. No deep foundations are anticipated.

- The electrical feed to the WWTP site will be upgraded by others as necessary for the improvements. Electrical improvements as part of this scope shall start at the secondary side of the City provided transformer(s).
- Emergency power including but not limited to emergency generators or redundant power feed to the site is not included in this project.

**Task 3 - Final Preparation of Contract Documents, Opinion of Probable Construction Cost, and Bidding**

Assumptions:

- Project will be bid in one package

**Task 4 – Construction Contract Administration**

Assumptions:

- Bidding activities will occur in early 2021 with anticipated substantial completion by Late 2022, for approximately 22 months of construction.
- HDR will provide construction contract administration and resident project representative (RPR) services during construction

**SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:**

HDR will assist City with ongoing services by performing the following Activities:

- *Project Management*
- *Project Initiation and Basis of Design*
- *Design and Document Development*
- *Bidding Phase Services*
- *Construction Phase Office Services*
- *Construction Phase Field Services*
- *Startup and Close-Out Services*

The specific Scope of Services for these Activities for the above reference Tasks is described as follows:

**PROJECT MANAGEMENT**

**General**

Project management activities include planning, organizing and monitoring project team activities, budget management, progress reporting, QA/QC programming, subconsultant management, and liaison with City to collaborate and facilitate input as identified during the project.

**HDR Activities:**

**Team Management and Project Control**

- Budget and invoice management.
- Schedule monitoring and update for Project.
- Resource management and allocation based on Project schedules and activities.
- Production coordination.

- Monthly progress reports submitted to City with each payment request documenting HDR’s activities the previous month, scope issues, schedule issues and financial issues.
- Facilitate internal audits of the Project to confirm compliance with scope and the Project quality assurance plans.
  - 0% Project Review.
  - Periodic Management Reviews.
- Facilitate consultant team meetings on a regular basis during preliminary and final design phases to facilitate communication flow and design development.
- Provide ongoing project coordination and communication with City concerning project activities.
- Develop guidance document (Project Management Plan) for HDR personnel to define activities, constraints, guidelines, budgets and procedures for design and bidding services.
  - Maintain Project Management Plan, distribute and update as activities dictate.
  - Define project activities, constraints, procedures, guidelines, schedules and budgets for HDR team members and subconsultant personnel. Identify format of deliverables for survey, geotechnical activities, construction drawings and specifications. Review processes and procedures to be implemented for the project with City.

**Quality Control Reviews**

- Project Approach and Resources Review (PARR)
- Basis of Design QC review
- 40% Design Documents QC Review
- Pre-Final Design Documents QC Review

**City Activities:**

City will:

- Provide timely review and processing for payment of monthly progress reports and invoices.
- Provide timely review and comment on project deliverables.

**Deliverables:**

The following deliverables shall be provided:

- Monthly project status reports and invoices.

**Meetings:**

None anticipated for this specific task series.

**Key Understandings and Assumptions:**

- Meetings and workshops are included under subsequent tasks as specifically identified in other task items.

**PROJECT INITIATION AND BASIS OF DESIGN**

**General:**

This activity is intended to collect and review available information; develop and evaluate alternatives; document refinements to anticipated improvements; and assist in obtaining Project permits and approvals.

**HDR Activities:**

**Project Initiation**

- Identify project needs for background information to be provided by City. Solicit background data to be provided from City which may impact the design. Potential background data includes, but is not limited to, construction drawings, record drawings, shop drawings, existing utility information, previous geotechnical reports, and previous study information.
- Compile the background data provided by the City in electronic format as available and hard copy. Review related and pertinent project information available from City.

**Project Kickoff Meeting**

- Conduct Project Team Kickoff meeting.
  - Review and establish Project goals.
  - Identify City concerns and potential obstacles.
  - Review procedures, contacts and protocols outlined in Project Management Plan.
  - Review and discuss available data.
  - Review and refine Scope of Design and overall Schedule as required.
  - Review and refine the concepts identified for the Project, discuss operations and maintenance considerations relative to design, identify City materials and equipment preferences, and identify considerations meriting further detail evaluation.

**Geotechnical Investigations**

- Secure and review available existing geotechnical information to the extent to which it exists and identify additional data to be obtained for the project.
- Geotechnical investigations will be performed (by a subconsultant) to provide information on subsurface soils at the existing WWTP site and recommendations needed to design the proposed improvements.

**Topographic Surveys**

- Conduct topographic survey of the existing WWTP site for the proposed improvements.
- Identify geotechnical boring locations for the project.
- Topographic Survey will be completed by a subconsultant

**Permits**

- Coordinate and prepare permit applications for the following
  - NPDES Storm Water Permit NOI.
  - NDEE Air Construction Permit

- Based on additional biogas production from the fourth anaerobic lagoon due to increased industrial loads.
- The addition of the fourth lagoon will increase the average annual biogas design production value from the lagoons from the currently permitted limit of 425 standard cubic feet per minute (scfm) to approximately 570 scfm. There will be no change to the maximum hourly biogas design flow rate of 1,500 scfm, which is limited by the blower capacity.
- This increase in average annual biogas production will require a permit revision to CP18-002 issued to the facility on June 19, 2018; because, the numeric permitted pollutant limits and annual biogas production would exceed the current limits set in Condition III.(C) of the permit based upon the increased annual average biogas flow.
- The increase in Sulfur Dioxide emissions from this change is anticipated to exceed the air modeling thresholds that would require the facility to conduct an air modeling analysis for the construction permit application.
- NDEE Wastewater Construction Permit
  - Provide technical information, drawings, and design data of preliminary documents to the Nebraska Department of Environmental Energy (NDEE).
  - Provide technical information, drawings, design data, and prepare Application for a Permit to Construct from the NDEE.
  - Respond to written comments and questions from NDEE and incorporate as appropriate.

**Basis of Design**

- Using the background information provided, complete preliminary process design, process and instrumentation diagrams (PIDs), hydraulic profile, structure layout, equipment sizing, and basis of design for architectural, structural, electrical and mechanical systems for the proposed improvements.
- Update the Draft Basis of Design report for the proposed improvements which will contain summaries and recommendations for the preliminary designs, and opinion of probable construction cost.
- Submit Draft Basis of Design Report to the City for review and comment.
- Meet with City to review and present the findings of the Basis of Design Report, receive comments, and gain concurrence with the findings and recommendations. Comments will be incorporated into the Final Basis of Design Report.
- Prepare and distribute agendas and minutes of the Basis of Design review meeting.

**City Activities:****City will:**

- Provide background information requested, to the extent it is available (Electronic format is preferred).
- Support HDR staff in communicating with agencies.
- Participate by providing input with respect to preferences and philosophies and provide meeting space for the Project Kickoff and Basis of Design Review meetings.
- Provide access to the sites for geotechnical investigation and survey. Mark underground utilities owned by the City for pickup by the topographic survey.
- Review, sign and submit any and all permit applications, and pay all associated fees.
- Support HDR staff in communicating with the NDEE.
- Identify local codes and requirements applicable to the Project.
- Provide timely review and written comments (compiled into a single document) on Basis of Design Report and other deliverables. A review period of one (1) week is estimated for completion of the review.

**Deliverables:****The following deliverables shall be provided:**

- Kickoff and Basis of Design Report meeting agendas and minutes, electronic pdf format.
- Geotechnical Report, electronic .pdf format.
- Topographic Survey, electronic AutoCAD format.
- Permit materials, electronic pdf or hard copy format as applicable.
- One (1) Draft Basis of Design Report, hard copy 8 ½" x 11" and electronic .pdf format.
- One (1) Final Basis of Design Report, hard copy 8 ½" x 11" and electronic .pdf format.

**Meetings:****Meetings anticipated and identified in the scope for the project work include the following:**

- Project Kickoff Meeting.
- HDR Field Investigation.
- Basis of Design Review Meeting.

**Key Understandings and Assumptions:**

- City will consolidate all comments from staff on deliverables and present one unified written document of comments to HDR for consideration.
- Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by City or others are not included in the Scope of Services. HDR assumes that all City provided data on existing facilities is of sufficient detail to create drawing and/or model backgrounds.
- Soils on site will be "clean," suitable for conventional spread footing foundations, and when excavated suitable for reuse as select native backfill

material. Considerations related to contaminated soils, pier/pile foundations, and/or disposal of unsuitable soils are not included and would need to be added by Amendment.

- For the purpose of fee development, an allowance of \$33,000.00 is included for the Geotechnical Investigation and the topographic survey. HDR will utilize subconsultants for this work.
- It is assumed that the preparation of a Stormwater Pollution Prevention Plan (SWPPP), required of a NPDES Construction Stormwater Permit, would be by the selected construction contractor. As such, the SWPPP is not included in this Scope of Services. HDR will prepare the NOI to be submitted by the City.
- The addition of one covered anaerobic lagoon that will be controlled by either the biogas flare or gas conditioning system at all times is the only change to be accounted for in the air permit application. All other existing equipment will remain unchanged.
- Prevention of Signification Deterioration (PSD) applicability will not apply to this project regarding the air permit application because the potential to emit for CP18-002 will remain less than 250 tons per year for all pollutants. The issue of this permit action representing a separate project for purposes of PSD will not be addressed.
- Air modeling will be conducted for up to three scenarios for Sulfur Dioxide emissions from the permit modification in support of this air permit application. No other pollutants are anticipated for modeling.
- The required air permitting application fee to NDEE will be paid by the Owner.
- HDR has included 30 man hours to address NDEE questions related to the submitted air permit application and review of the draft permit application prior to issuance.
- HDR's effort is associated only with assistance on the permits/approvals specifically identified above. The City will be responsible for all permitting fees and costs.
- This Scope of Services assumes that additional public involvement activities (meeting/hearing) may be required and that NDEE will facilitate and administer the required 30-day public notice of permits. HDR has not included public involvement activities.
- The Basis of Design Review Meeting will include HDR's Project Manager and up to two additional team members.

## **DESIGN AND DOCUMENT DEVELOPMENT**

### **General:**

This Activity is intended to perform calculations and final designs and prepare Contract Documents as described below.

### **HDR Activities:**

#### **Preliminary (40%) Design Document Development**

- Prepare preliminary design documents including drawings, and table of contents for technical specifications for the various components of the project.

- Provide in-house QC review by senior interdisciplinary personnel.
- Prepare an updated opinion of probable construction cost for the project based upon current state of project detail.
- Submit preliminary design Contract Documents for review by the City. Meet with City to review progress, status of design, and current opinion of cost.
- Prepare agenda, meeting minutes, and written responses to City's comments and incorporate comments into Contract Documents as appropriate.

**Pre-Final (95%) Design Document Development**

- Prepare pre-final design documents including drawings, details, and technical specifications for the project based upon current state of project detail for the various components of the project.
- Update opinion of probable construction cost.
- Incorporate Engineers Joint Contract Documents Committee (EJCDC) front-end documents, general conditions, and bidding and contract documents.
- Provide in-house QC review by senior interdisciplinary personnel.
- Submit pre-final Contract Documents for review by the City.
- Provide pre-final Contract Documents to NDEE for review, comment and approval. Meet with City to review progress, status of design, and current opinion of cost.
- Prepare agenda, meeting minutes, and written responses to City's comments and incorporate comments into Contract Documents as appropriate.

**Final Bidding Document Development**

- Prepare bidding documents including drawings, details, technical specifications, and front-end documents for the various components of the project. Incorporate appropriate review comments from City and NDEE.
- Submit Bidding Documents to the City.
- Verify that required construction permits have been received from NDEE.

**City Activities:**

City will:

- Participate and provide a location for review meetings.
- Provide timely review (a maximum of one-week review period) and written comments on deliverables.
- Provide legal review and acceptance of HDR-prepared front-end documents.

**Deliverables:**

The following deliverables shall be provided:

- Three (3) reduced scale hard copy documents and one (1) electronic pdf format copy of the preliminary (40% design) documents
- Three (3) reduced scale hard copy documents and one (1) electronic pdf format copy of the pre-final (95% design) documents
- Three (3) full-size hard copy sets of pre-final design documents to NDEE
- Opinions of Probable Construction Cost for each design deliverable, electronic pdf format

- Meeting agendas and minutes, electronic pdf format.

**Meetings:**

Meetings anticipated and identified in the scope for the project work include the following:

- Meeting for 40% document reviews
- Meeting for Pre-final document reviews

**Key Understandings and Assumptions:**

- The design and bidding services are based on one construction bidding package.
- It is anticipated that the bidding documents will include approximately 200 drawings. Not all drawings will be submitted for the 40% packages.
- Drawings will be developed using HDR CAD standards using AutoCAD/Revit/BIM.
- Full Size Drawings size will be 22" x 34".
- Half Size Drawings size will be 11" x 17".
- 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.
- Bidding Documents and General Conditions for the project will be EJDC standards as modified by HDR and the City of Fremont.
- City will consolidate all comments from staff on deliverables and present one unified written document of comments.
- Redesigns associated with City requested modifications of previously approved design development documents are not included in this Scope of Services.
- Opinion of Probable Construction Cost will be developed using Microsoft Excel with the format of the estimate being broken down by CSI divisions. Appropriate factors for undefined scope of work, contingencies, and escalation will be used based on the level of the design.
- No Equipment Pre-Procurement contracts for Assignment to a General Contractor are included.
- No LEED, Envision, or other energy rating services are included.
- Meeting Attendance for document reviews includes HDR's Project Manager, and Design Manager.

**BIDDING PHASE SERVICES**

**General:**

These activities are intended to assist the City in solicitation of bids and execution of a Contract for Construction for the one bid package

**Document Reproduction and Distribution**

- Assist City with advertising for bids.
- Distribute Notice to Bidders to potential contractors.
- Distribute Contract Documents to plan houses, contractors and suppliers.

- Maintain list of plan-holders.
- Distribution of Contract Documents and maintenance of plan holders list will be by an online, web-based service. No hard copy printing of Contract Documents for distribution is anticipated.

**Conduct Pre-Bid Meeting**

- Prepare agenda and conduct meeting to address pertinent items for discussion at the pre-bid meeting, including bidding requirements, regulatory requirements, and site conditions, etc.
- Attend pre-bid meeting and site visit to review the project with the potential bidders.

**Document Clarification/Addenda**

- Address comments and questions from bidders or plan holders.
- Prepare addenda items containing clarifications and modifications to the Construction Documents.
- Distribute addenda to plan holders.

**Bid Evaluation/Recommendation of Award**

- Review bids received during bid letting for inclusion of required information and correct bid price tabulation.
- Review Contractor qualifications for performing the required work.
- Evaluate the apparent low 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 in the best interest of the City.

**Deliverables:**

The following deliverables shall be provided:

- Bidding Contract Documents to the City and plan-holders, electronic pdf format.
- Pre-bid meeting agenda and minutes, electronic pdf format.
- Addenda items electronic pdf format.
- Bid evaluation of apparent low bidders, electronic pdf format.
- Recommendation of contract award, electronic pdf format.

**Meetings:**

Meetings anticipated and identified in the scope for the project work include the following:

- One Pre-bid Meeting.

**Key Understandings:**

- City of Fremont will issue the Contracts to the recommended Contractors and review insurance certificates; one Contractor for the bid package.
- Pre-Bid Meetings will include HDR’s Project Manager and one other team member.

- Contract Documents will not be conformed (e.g. integration of addenda into the drawings prior to construction).
- There will be only prime contract with one bid opening and recommendation of award.
- No hard copy Contract Documents will be prepared for distribution to potential bidders.

## **CONSTRUCTION PHASE OFFICE SERVICES**

### **Meetings Administration**

HDR will administer the construction contract to facilitate effective Project communications.

#### **HDR Activities:**

#### **Preconstruction Conference**

- Conduct and document Preconstruction Conference to address technical issues.

#### **Construction Meetings**

- Conduct, participate in and document monthly Project construction meetings, up to 22 meetings.
- In conjunction with monthly Construction Meetings, HDR representative will visit the site to observe the general progress and quality of the work completed and to assess if the work is being performed in accordance with the contract documents.

#### **Site Visits (Designers)**

- Provide interpretations of Contract Documents.
- Provide up to 10 site visits by design team members to supplement daily on-site observation as defined in the Construction Phase Field Services activities.
- Notification of Nonconformance – On the basis of on-site observation as a design professional, HDR shall keep the City informed of the progress of and quality of the Work to guard the Owner against defects and deficiencies in the Work. HDR shall notify the City of work which is unsatisfactory, faulty, defective, incomplete or does not conform to the Contract Documents, advise and recommend action required to correct or complete such unsatisfactory, faulty, defective or incomplete work and, at the request of the City, see that these recommendations are implemented by the Contractor.

#### **City Activities:**

City will provide appropriate representation at Preconstruction Conference and Construction Progress Meetings.

#### **Deliverables:**

The following deliverables shall be provided:

- Preconstruction Meeting Agendas and Minutes, electronic pdf format.
- Construction Progress Meeting Agendas and Minutes, electronic pdf format.

**Meetings:** Meetings anticipated and identified in the scope for the project work include the following:

- One Preconstruction Conferences will be held
- 22 Construction Meetings.

**Key Understandings:**

- **HDR** will advise and recommend action required to correct or complete such unsatisfactory, faulty, defective or incomplete work, at the request of the City, as additional services to be paid by the Contractor.
- **HDR** will advise and recommend action required to correct or complete work due to unforeseen or changed conditions, at the request of the City, as additional services.

#### **Submittals Administration**

**HDR** will provide administrative and technical support for the administration, review and approval of Contractors' submittals to assess Contractors' understanding of material and equipment requirements and conformance with the contract requirements.

**HDR Activities:**

#### **Shop Drawings Administration**

- Review and comment on Shop Drawing Submittal Schedule.
- Receive, log and provide timely review and re-distribution of shop drawings, miscellaneous submittals, and other submittal information.
- Review shop drawings for compliance with technical requirements.
- Address general status of shop drawings at Construction Meetings.

#### **O&M Manual Review and Administration**

- Review submitted transmittal for appropriateness and coordination with submittals.
- Review submittals for technical requirements.
- Obtain from Contractor the specified number of approved copies of O&M manuals for distribution to **City**.

#### **Evaluate Requests for Substitution**

- If the Contractor requests a waiver of provisions of the Contract Documents, HDR will make a recommendation on the request to the City for its determination.
- Assist City in negotiating cost or time considerations, additive or deductive, associated with a product substitution.

**City Activities:** Provide timely input on alternates and substitutions proposed by the Contractor.

**Deliverables:**

- Action letter to Contractor on Schedule Acceptance or Rejection.
- Review comments on submittals with defined action.

- Monthly Shop Drawing Status Logs
- Written review comments and action on O&M submittals.
- Written approval or rejection of substitution requests.

**Key Understandings**

- HDR will utilize its software to log and track Contractor submittals. All shop drawings and submittals will be handled electronically.
- It is assumed that the cost of reviewing Contractor’s initial shop drawing submittals and one resubmittal are included in this scope. The review costs associated with any subsequent resubmittals will be paid for by the Contractor.

**Schedule Administration**

HDR will review Contractor’s detailed construction schedule for compliance with the Contract Document requirements and functionality for monitoring construction progress throughout the Project.

**HDR Activities:**

**Review and Approval of Initial Construction Schedule**

- Review schedule for major elements of the Project and for conformance to specified schedule sequences and completion dates.
- Meet with City and Contractor to reconcile disputed schedule deficiencies and document reconciliation of disputed deficiencies.

**Review Actual Construction Against Schedule Status**

- Review and identify non-critical and critical path activities compared to scheduled milestones.
- If it becomes necessary, notify Contractor in writing of observed schedule deficiencies, and request a corrective action plan and revised schedule indicating the means of regaining schedule losses.

**City Activities:**

None

**Meetings:**

Meetings anticipated and identified in the scope for the project work include the following:

- Meeting with City and Contractor to reconcile disputed schedule.

**Deliverables:**

- Written rejection or acceptance of initial construction schedule, electronic pdf format.
- Written notice to Contractor of observed schedule deficiencies, electronic pdf format.

**Key Understandings**

- HDR is not responsible for the detailed planning, sequencing and scheduling of the construction.

- HDR is not responsible for the Contractor’s failure to execute the approved schedule, regardless of whether apparent deficiencies are observed or noted by HDR.

Contract Interpretations & Modifications Administration

HDR shall provide timely reviews and responses to Contractor requests for interpretations or information and proposed modifications identified by the Contractors, City or HDR design and construction observation team.

**HDR Activities:**

**Coordinate Interpretations Review**

- Receive, log, review, and respond to Requests For Information (RFI).
- Prepare and issue RFI Responses, Field Order (FO), or Change Proposal Requests (CPRs) as required.

**Coordinate and Issue Field Orders (FO’s)**

- For minor changes involving no cost and no time changes, issue FOs.
- Track and file FO’s through issuance and Contractor’s acceptance.

**Administration of Changed Work**

- Evaluate Project to assess when changes are required.
- Initiate necessary changes in the form of Change Proposal Requests (CPRs).
- Collect technical information and evaluate proposed change. Prepare technical description of the CPR using necessary graphic details and specifications and issue CPR to the Contractor for pricing.
- Review and assist City in negotiation costs and time changes presented on CPRs by Contractor. Assist City with final pricing as required.
- Maintain current status log of CPRs.

**Change Orders (CO’s)**

- Review CPR items and negotiated costs with City for City’s approval prior to Contractor’s authorization for the Work under a Change Order (CO).
- Update Change Order logs and provide status reports tracking the execution of Change Orders.

**Work Change Directives (WCDs)**

- Assist the City in issuance of a Work Change Directive when necessary to expedite changes to the Work (CPRs) prior to final agreement on changes to the Contract Price or Contract Times.
- Upon completion of the Work, review and assist City in negotiation costs and time changes presented on WCD/CPR by Contractor.

**City Activities:**

- Timely, organized review and execution of changed work documents.

- Authorize the Contractor to proceed with changes to the work prior to final agreement on change in price or time (WCD)

**Deliverables:**

- Responses to RFI's, electronic pdf format
- Field Orders (FO), electronic pdf format
- Change Proposal Requests (CPR), electronic pdf format
- Change Orders (CO) for execution by Contractor, electronic pdf format and three hard copies for final execution by City, Contractor and HDR.
- Work Change Directives (WCDs), electronic pdf format
- Monthly summary of RFI, FO, CPR, CO, and WCD status, electronic pdf format

**Key Understandings**

- HDR will use its software and standard Construction Contract Administration forms for documenting contract interpretation and modification activities electronically as much as possible.

Payment Administration

HDR will review Contractor's distribution of costs to the various elements of the total construction in the Contractor's Schedule of Values (cost breakdown) for suitability to use as a basis for progress payments and determination of cost impact of changes.

**HDR Activities:**

**Review and Approval of Initial Schedule of Values**

- Review cost breakdown by comparison to Engineer's Opinion of Probable Construction Cost back-up file.
- Meet with City and Contractor to reconcile disputed areas of apparent unbalanced costs, if necessary.

**Review and Process Applications for Payment**

- Review applications for payment in comparison to estimated quantities.
- Conduct review of storage areas and verify existence of invoiced materials/equipment and proper storage.
- Execute and distribute completed application for payment indicating amount recommended for payment and transmit to City for processing of payment.
- Process and sign Final Application for Payment.

**City Activities:**

Timely execution of Contractor payment.  
City input for resolution of disputed items on Contractor's pay requests.

**Meetings:**

Meetings anticipated and identified in the scope for the project work include the following:

- Meeting with City and Contractor to reconcile disputed areas of unbalanced costs.

**HDR Deliverables:**

- Written review comments of Schedule of Values as required until schedule is acceptable, electronic pdf format.
- Executed application for payment including recommendations for payment, three hard copies for final execution by City, Contractor and HDR.

**Key Understandings:**

- Construction Contract is to be a lump sum contract.

**CONSTRUCTION PHASE FIELD SERVICES**

**General:**

HDR will provide a Resident Project Representative (RPR) who will observe, record and report the Contractor’s work progress to assess the work is in general conformance with the requirements of the Contract Documents and to guard against defects in materials and workmanship. Document activity observed making note of observed deficiencies and issues requiring resolution.

**HDR Activities:**

**General Construction Observation**

- Prepare and file daily field reports noting daily conditions and work completed and Contractor work force figures.
- Note observed construction deficiencies and items requiring correction.
- Generate photographic or video documentation.

**Site Conditions Review**

- Periodically review overall condition of site for excessive construction debris or erosion, and proper drainage and access.
- Periodically review protection provisions for existing structures, piping, trees and other items designated to be protected.

**Stored Materials/Equipment Review**

- Coordinate with Contractor to facilitate review of major items prior to unloading and storage.
- Regularly review Contractor’s storage areas to assess compliance with the Contract Documents.
- Adjust payments properly for observed damaged or improperly stored equipment.

**Site Visitations**

- Coordinate and conduct design discipline site and other visitations.
- For special visitations, arrange that proper persons representing the City, HDR and the Contractor are present.

**Coordinate Project Photo and Video Documentation**

- Develop and maintain a storage system to enable easy retrieval of video or photo documentation of construction activities as deemed appropriate.

**Record Drawing Review**

- Review monthly status of Contractor’s as-recorded drawings. Refer to Field Order and CPR logs to identify areas of construction revision.
- Note items as they are noticed during regular field observation duties for inclusion on monthly as-recorded updates.
- Report general status at Project meetings.

**Develop a Progressive List of Items Requiring Correction**

Monitor construction throughout the Project duration and identify items that are observed to be deficient with the intent of the Contract Documents.

**Equipment Tagging Review**

- Review equipment tagging to assess conformance with Contract Documents.

**Equipment and Instrumentation Installation Certifications Review**

- Observe the progress of manufacturer installation checks and instrumentation commissioning and receive and log documents for the permanent record.

**Manufacturers’ O&M Training Review**

- Review Contract Documents with the Contractor and City to establish which equipment requires training and how many hours.
- Review manufacturers’ training outlines and materials for appropriateness.
- Collect and log operator equipment training certification forms.

**City Notification of Accident Damage/Injury**

- Request lost-time accident reports at construction meetings.
- Upon observation or notification of an accident, take photographs and/or videotape of accident scene, make written notes and notify City and HDR.

**Facility Start-up and Demonstration Review**

- Observe, record and report the progress of initial starting of equipment and the Demonstration Period.

**Review Applications for Payment**

- Review draft application for payment (Pencil Draft) in comparison to measured or estimated quantities.
- Conduct review of storage areas and verify existence of invoiced materials/equipment and proper storage.
- Meet with Contractor to reconcile discrepancies.

**City Activities:**

- City to provide any special protocol to be used when non-construction related personnel visit the site.

**HDR Deliverables:**

(All Deliverables will be in electronic format unless noted otherwise)

- Daily Field Reports
- Observed deficiencies for Contractor action with respect to site conditions, stored materials/equipment, and record drawings
- Notice of non-compliance with the intent of the Contract Documents
- Photo and Video documentation
- Equipment installation certificates from Contractor
- O&M Training log
- Observations of accidents, damage, or injuries
- Applications for Payment (Pencil Draft with Review Comments)

**Key Understandings**

- The Resident Project Representative (RPR) shall endeavor to guard the City against defects and deficiencies in the work of Contractor; but the furnishing of such services does not make HDR or the City responsible for or give HDR or the City control over construction means, methods, techniques, sequences, or procedures or for safety precautions or programs, or responsibility for Contractor’s failure to perform the work in accordance with the Contract Documents.
- HDR will not supervise, direct or control Contractors’ forces.
- HDR will manage the RPR to provide construction observation at the site of the work during critical construction activities, but will not be required to assign personnel to this Task to the extent that a RPR is present on site at all times a Contractor is working.
- HDR will not provide equipment for or any materials sampling and testing. HDR will hire a subconsultant to provide Special Inspection, materials testing, and sampling. \$330,000 is included in the fee for this effort.
- HDR will provide one resident project representative (RPR) to provide full time (up to 3,800 hours) observation.
- The HDR RPR will be supplemented by City personnel when additional observations are required due to the amount of construction activity and during short periods of absence of the RPR associated with noncritical construction activities.

**START UP AND CLOSE OUT SERVICES**

**General:**

HDR will work with City and Contractor to assist in system startup.

**Startup and O&M Services**

**HDR Activities:**            Startup Assistance

- Assist in process decisions associated with startup of facility equipment and systems by providing technical input from which the Contractor can make decisions for system startup, testing and demonstration.
- Review Contractor’s Startup Plan and provide comments.
- Participate in start-up review meetings between the Contractor, RPR, control system integrator and City operations staff.
- Assist City staff in assuming operation of the facility.

**Operations/Training**

- Provide training during facility startup and following initial operation. Purpose of training is to review equipment and control functions, review normal and alternate operation modes and answer Operator questions.

**Project Operations Manual**

Prepare Operations Manual consisting of the general description, flow schematic and design parameters for the new facilities.

- This manual will include the individual equipment O&M manuals furnished by manufacturers and suppliers.
- Monitor assembly and delivery of Operation and Maintenance Manuals from the Contractor as required by the contract documents.

**City Activities:**

- City will provide labor and direct its forces in the startup activities required to fulfill the Contract Document requirements.
- City will operate and maintain the facilities during startup; participate in pre-startup training activities; designate a single point of contact for scheduling City’s staff for training and startup activities; review and become familiar with operations manual prior to startup.

**Meetings:**

Meetings anticipated and identified in the scope for the project work include the following:

- Startup Review meeting with Contractor and City, total of 1 meeting.
- Operational and Training Meetings.

**HDR Deliverables:**

- Documentation of process and operational decisions made during startup activities, electronic format.
- Operations Manual, electronic pdf format.

**Key Understandings**

- Contractor will furnish final equipment O&M manuals, provide associated equipment training to City’s staff, and successfully complete performance and demonstration testing.
- Up to two (2) person days of onsite startup assistance will be provided.

## **Project Closeout**

### **HDR Activities:**

#### **Review Substantial Completion Submittal**

- Review Contractor's required substantial completion submittal and assess if Project is ready for substantial completion inspection.
- Review required substantial completion submittal documents for completeness and compliance with Contract provisions.

#### **Conduct Inspections for Substantial Completion**

- Conduct substantial completion inspection and prepare a report (punch list) covering observed discrepancies, deficiencies and omissions in the work performed by the Contractor.
- Prepare a certificate of substantial completion when the Contractor has completed work in substantial compliance with the Contract Documents.

#### **Document Project Warranties**

- Work with City to determine the start of the warranty period (typically the date of Substantial Completion) to define for parties the ending date of the period for which the Contractor is responsible for repairing deficient Project materials and equipment.

#### **Review Final Completion Submittal**

- Review the Contractor's required final completion submittal.

#### **Conduct Final Completion Inspection**

- Work with City to assemble the various final completion submittal documents for the final inspection meeting and review them with the various parties.
- Conduct the final inspection.

#### **As Recorded Drawings**

- Perform drafting of Record Drawing revisions based on Contractor's as-recorded documents and transmit to City.

#### **Final Payment**

- Prepare letter stating whether Engineer is aware of outstanding issues that preclude issuance of Final Payment.

### **City Activities:**

- Participate in substantial completion inspection.
- Participate in Final completion inspection.
- Process and sign final Application for Payment.

### **Meetings:**

Meetings anticipated and identified in the scope for the project work include the following:

- Substantial Completion Inspection
- Final Completion Inspection

**HDR Deliverables:**

- Substantial completion punch list, electronic format.
- Certificate of Substantial Completion, hard copy.
- Written notification of start of warranty period, electronic format.
- Electronic pdf and two (2) hard copies (one full-size and one half-size) of As-Recorded Drawings.
- Final completion submittal checklist and recommendation for final payment, electronic format.

**Key Understandings**

- Substantial and final inspections will include up to one person from each design discipline, but not more than eight (8) people total.
- Only one of each inspection is anticipated. If the work is not deemed substantially or finally complete at the time of the inspection, additional inspections will be at the expense of the Contractor.

**REIMBURSEMENT AND  
INDEMNIFICATION AGREEMENT  
FOR WASTEWATER ENGINEERING**

This Reimbursement and Indemnification Agreement (the “Agreement”) is made and entered into on this 28 day of April, 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 additional wastewater treatment facilities at the existing City treatment plant for the added wastewater volumes related to a second shift proposed by WholeStone. The City and Wholestone have agreed to two shift discharge quantities (the “Future (Two Shift) Wastewater Discharge” volumes in a Wastewater Services and Cost Share Agreement) requiring need for additional wastewater engineering services. WholeStone has agreed to reimburse and indemnify the City for fifty percent (50%) of its expenses to engage HDR Engineering, Inc. for the design of additional wastewater treatment facilities to satisfy the Future (Two Shift) Wastewater Discharge volumes, 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 fifty percent (50%) of its expenses to engage the services of HDR Engineering, Inc. in designing additional wastewater treatment facilities that satisfies the Future (Two Shift) Wastewater Discharge volumes, not to exceed \$1,750,000.00. 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 wastewater treatment facilities are being constructed in accordance with the Future (Two Shift) Wastewater Discharge volumes and the costs related thereto with such detail including at a minimum any invoice and supporting documentation, including applicable task orders, from HDR Engineering to the City with the gross amount shown on the invoice along with a separate cost schedule showing how the amounts invoiced by HDR Engineering should apportioned between engineering costs that are or are not attributable (if there are such different costs) to the additional wastewater treatment facilities that support the Future (Two Shift) Wastewater Discharge volumes. If WholeStone (a) elects to discontinue its pursuit of expanded wastewater volumes for a second shift, whether

because the additional wastewater facilities are not being constructed in accordance with the Future (Two Shift) Wastewater Discharge volumes 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 \$1,750,000.00 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 and state laws, statutes, ordinances and regulations governing the activities discussed herein "the Applicable Laws". WholeStone shall comply with, and indemnify the City against any violations by Wholestone of applicable regulations promulgated by the Environmental Protection Agency or other State government agencies regulating any activities engaged in by WholeStone found to be in violation of the Applicable Laws. Wholestone shall have the right to assert its own defenses against any allegations that it has violated Applicable Laws.

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.

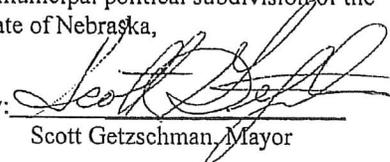
9. Wholestone is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization 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.

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

**WHOLESTONE FARMS, INC.**  
A Nebraska Corporation,

By:   
Name: STEVE WEIS  
Title: CEO

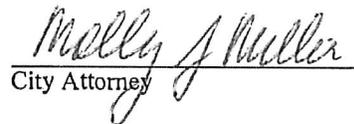
**CITY OF FREMONT, NEBRASKA,**  
A municipal political subdivision of the  
State of Nebraska,

By:   
Scott Getzschman, Mayor

ATTEST

  
Tyler Picken, City Clerk

APPROVED AS TO FORM

  
City Attorney

## STAFF REPORT

TO: Utility and Infrastructure Board  
FROM: Keith Kontor, Water/Wastewater Superintendent  
DATE: June 9, 2020  
SUBJECT: Consider approving Amendment #5 to current agreement with HDR Engineering.

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**Recommendation:** Recommend to City Council to approve resolution for additional onsite construction administration for Anaerobic Lagoon Project.

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**Background:** This is for additional onsite construction administration for the Lagoon Project. Project budgeted amount for this administration has been used up since lagoon project had extended past expected finish date.

**Fiscal Impact:** \$131,882

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 14, 2016.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT  
Amendment No. 5**

**The Effective Date of this Amendment is: May 21, 2020.**

**Background Data**

Effective Date of Owner-Engineer Agreement: November 14, 2016

Owner: City of Fremont, Nebraska

Engineer: HDR Engineering, Inc.

Project: Fremont Wastewater Treatment Plant Improvements

**Nature of Amendment:**

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

**Description of Modifications:**

The amended scope of services included 7,210 hours of RPR services. The anaerobic project is not yet complete. This amendment adds an additional 800 hours for a total of 8,010 hours of RPR time for the project. This will not result in full time RPR services through the end of the project which is anticipated in late 2020. HDR will coordinate with the City to establish part time RPR services not to exceed 8,010 total hours.

Fee: \$131,822

**Agreement Summary:**

Original agreement amount:	\$ 3,979,000.00
Net change for prior amendments:	\$ 4,601,848.00
This amendment amount:	\$ 131,882.00
Adjusted Agreement amount:	\$ 8,712,730.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

City of Fremont, Nebraska

HDR Engineering, Inc.

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

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

Print \_\_\_\_\_

Print \_\_\_\_\_

name: \_\_\_\_\_

name: \_\_\_\_\_

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

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

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## STAFF REPORT

TO: Utility and Infrastructure Board  
FROM: Brian Newton, City Administrator  
DATE: June 9, 2020  
SUBJECT: Open Season for Northern Natural Gas Capacity

**Recommendation:** Authorize City Administrator to submit open season bid for additional capacity with Northern Natural Gas

**Background:** Northern Natural Gas (Northern) announced that 3,500 mmbtu/day of firm capacity had been turned in (called Generally Available Capacity), so Northern are soliciting bids for this capacity. Unfortunately, the west leg, the pipeline Fremont is served from, only has 2,500 mmbtu/day of available firm capacity. Generally Available Capacity does not require a capital contribution, so we are seeking all 2,500 mmbtu/day of capacity. If other companies also put in bids, Northern will likely divide the capacity between bidders, but the company with the highest net present value will receive the most.

The additional capacity is necessary for the growth we are seeing as result of the LPP/Costco processing facility.

Staff recommends authorizing City Administrator to submit open season bid for additional capacity.

**Fiscal Impact:** Contingent on amount of capacity awarded. Estimated \$150,000/yr.

# Open Season Bid Form for 2020 West Leg Generally Available Capacity

## Important - Please note

This Bid Form, after submission to Northern, becomes a binding contract upon acceptance by Northern.

## Bid Information

**Rate Schedule:**     TFX    or     TF

## Receipt Point(s):

NBPL/NNG Welcome (POI 1665)  
 NBPL/NNG Ventura (POI 192)

NBPL/NNG Aberdeen (POI 193)  
 NBPL/NNG Hazel (POI 79244)

Delivery Point	Maximum Daily Quantity- Winter(Dth/day)	Maximum Daily Quantity- Summer(Dth/day)	Term Start Date	Term End Date	Reservation Rate (\$/Dth/day)	Minimum Acceptable Winter Quantity (Dth/day) <sup>1</sup>	Minimum Acceptable Summer Quantity (Dth/day) <sup>1</sup>
Fremont NE#1 (POI 3429) or Fremont NE#1A (POI 3743)	2500	2500	Sooner of 11/1/2020 or in-service	10/31/2029	Tariff Rate	0	0

1/ If no minimum quantity is provided, Northern will assume a minimum quantity of zero.

Capacity will be awarded to the highest bid(s) based on a determination of the best bid, or combination of bids that result in the highest net present value (NPV) of reservation revenue, on a per unit of capacity basis. Northern has the right to aggregate bids, or portions of bids, that generate the highest total NPV to Northern. The NPV per unit will be determined by discounting the cash flow (using the FERC interest rate) generated from the reservation rate multiplied by the volume for each month, by bid, and then dividing the NPV by the maximum daily quantity bid.

The term of service for any bid must start on an April 1 or a November 1, and end on a March 31 or an October 31. The bid quantity must be equal for each month across the winter season (November-March) and each month across the summer season (April-October) of the term of the bid.

Northern reserves the right to reject any bid(s) less than maximum rates.

Northern reserves the right to reject any bid(s) which are subject to contingencies.

Northern will evaluate and award capacity for incremental bids based on the terms of this open season. Any remaining capacity will be released as generally available capacity.

Realignments may be considered as part of this open season.

Customer(s) must meet the creditworthiness provisions of Northern's Tariff. Upon request by Northern, customer shall provide appropriate credit assurance, including credit assurance for the construction of facilities, within ten (10) calendar days of Northern's request. If a non-creditworthy customer fails to provide the appropriate security, Northern may award the capacity to the next best bid(s) or proceed to remarket the capacity, and customer will be liable for any difference in value of the bids, in addition to any other remedies available by law.

**X Yes, I agree to include my bid in an expansion project. The terms below are applicable to an expansion project:**

The reservation rate bid is binding at Northern's maximum tariff rates for firm throughput service. The rates necessary for service, including realignments, may change based on the actual cost of an expansion project (Project). The actual costs will include any reservation charge credits paid by Northern to other customers as a result of the construction of the Project. A reservation rate higher than Northern's maximum tariff rate for firm service may be necessary to justify the Project economics. The term may be extended to cover construction costs. Alternatively, customers may pay Northern's maximum tariff rates and provide a contribution in aid of construction for its proportionate share of the construction costs. In the case of a required reservation rate that is higher than the maximum tariff rate or a longer term is required, the customer will be informed in writing of such reservation rate and term. Within 10 calendar days upon receipt of the notification from Northern of a higher reservation rate or longer term, customer shall provide written notice to Northern whether it is terminating its participation in the Project or agreeing to proceed with the Project at the higher reservation

rate or longer term. If the customer fails to respond, the customer will be deemed to have terminated its participation.

Customer must sign an agreement for construction of the necessary facilities for the Project within 30 calendar days after tender by Northern. The agreement will be designed for the service requested by each customer, and obligates the customer for its allocated share of capital costs. Northern and customers may agree to other terms specific to the facilities or service provided pursuant to this open season.

### Customer Information

<b>Customer Name (Company Legal Name)</b>	City of Fremont
<b>Street Address</b>	400 E Military Ave
<b>PO Box</b>	
<b>City</b>	Fremont
<b>State/Province</b>	NE
<b>Zip</b>	68025
<b>Country</b>	US
<b>Contact Name</b>	Brian Newton
<b>Phone Number</b>	402-727-2630
<b>Fax Number</b>	

### Bid Authorization

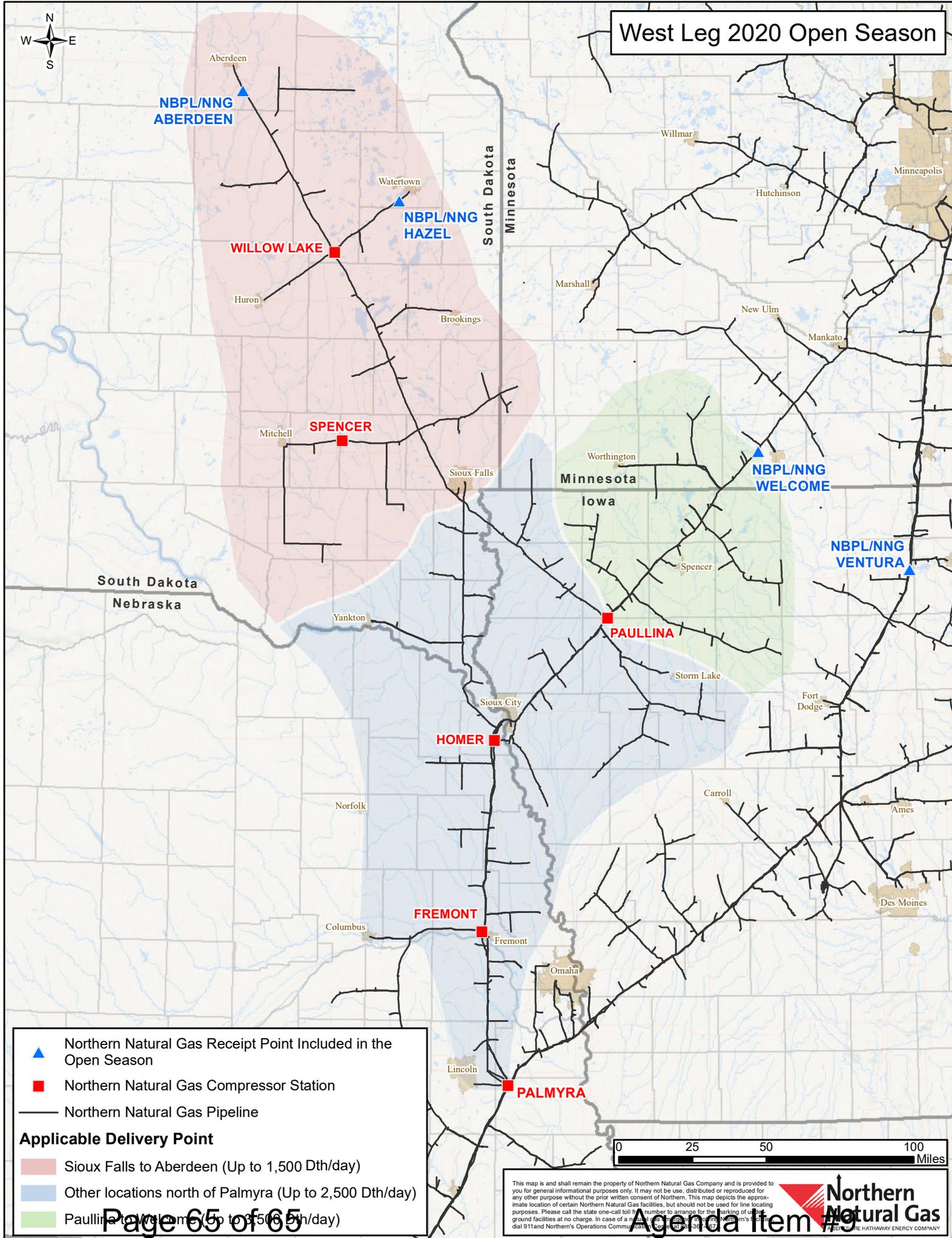
Person authorized to submit binding bid to Northern Natural Gas Company

#### AGREED TO AND ACCEPTED BY

<b>Name</b>	Brian Newton
<b>Title</b>	City Administrator
<b>Date</b>	06/5/2020
<b>Comments</b>	

FREMONT WILL ACCEPT ANY VOLUME UP TO 2,500 DTH/DAY IN THE WINTER AND SUMMER MONTHS FROM ANY RECEIPT POINT LISTED ABOVE TO ANY DELIVERY POINT LISTED ABOVE, ASSUMING IT IS PRICED AT MAX TARIFF RATES. ANY PORTION OF THE 2,500 DTH/DAY BID THAT IS NOT FULFILLED IN THE GENERALLY AVAILABLE PORTION OF THE OPEN SEASON, PLEASE INCLUDE IN THE BIDS FOR AN EXPANSION PORTION OF THE OPEN SEASON. IF NEEDED, PLEASE PROVIDE A COST ESTIMATE FOR FREMONT'S PORTION OF AN EXPANSION OPEN SEASON AND FREMONT WILL DETERMINE IF IT WISHES CONTINUE OR WITHDRAW ITS BID IN THE EXPANSION OPEN SEASON.

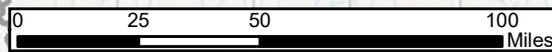
# West Leg 2020 Open Season



▲ Northern Natural Gas Receipt Point Included in the Open Season  
■ Northern Natural Gas Compressor Station  
 — Northern Natural Gas Pipeline

**Applicable Delivery Point**

- Sioux Falls to Aberdeen (Up to 1,500 Dth/day)
- Other locations north of Palmyra (Up to 2,500 Dth/day)
- Paullina to Welcome (Up to 3,500 Dth/day)



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**Agenda Item #1**