City of Fremont, Nebraska, is inviting you to a Zoom webinar.
When: June 9, 2020 07:00 PM Central Time (US and Canada)
Topic: June 9, 2020 City Council Meeting

ZOOM Meeting Information

View Video Tutorials:
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https://zoom.us/j/99768739217

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

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

Please submit any documents to be received into the record to the City Clerk by 4:30 PM Monday June 8, 2020.

BOARD OF EQUALIZATION, COMMUNITY DEVELOPMENT AGENCY & REGULAR CITY COUNCIL MEETING
June 9, 2020 - 7:00 PM
City Council Chambers 400 East Military, Fremont NE

BOARD OF EQUALIZATION AGENDA

7:00 PM

MEETING CALLED TO ORDER

ROLL CALL

1. Consider levying a special tax and assessment against properties to pay the costs of weed and debris removal and assessment

   a. Resolution 2020-116 to levying a special tax and assessment against Northside N46' Lot 12 All Lot 13 & 56' Lot 14 BLK 1 in the amount of $401.97 (Moore, Karen)

   b. Resolution 2020-117 to levying a special tax and assessment against Chases E 66' Lot 1 Blk 32 in the amount of $227.85 (Scheil, Amy & Jordan)

   c. Resolution 2020-118 to levying a special tax and assessment against Northside Lot 16 Blk 3 in the amount of $244.92 (Refaela Delgado, Gustavo and Hernandez Garibo, Patricia)

ADJOURNMENT

COMMUNITY DEVELOPMENT AGENCY AGENDA

7:00 PM

MEETING CALLED TO ORDER

ROLL CALL

1. Resolution 2020-008 to approve Redevelopment Agreement for DPA Auctions Redevelopment Project

ADJOURNMENT

CITY COUNCIL REGULAR MEETING AGENDA

7:00 PM – Following the preceding Meeting

MEETING CALLED TO ORDER

ROLL CALL

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

1. Motion to adopt current agenda for June 9, 2020 Regular Meeting

BUSINESS FROM PREVIOUS MEETING:

2. Resolution 2020-112 to authorize the execution of Amendment No. 1 to Reimbursement and Indemnification Agreement with WholeStone Farms Inc.

3. Resolution 2020-113 to approve Architectural Services Agreement with Davis Design, Inc. for Design Services in connection with the Aircraft Terminal Building at the Fremont Airport

4. Ordinance 5534 to revise Municipal Code Section 3-103: Municipal Water System; application for service; meter and service requirements generally; prorating monthly water bill (first reading)

5. Ordinance 5535 to revise Municipal Code Section 3-231: Building sewer installation; single premise (first reading)

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

6. Motion to approve May 27, 2020 through June 9, 2020 claims and authorize checks to be drawn on the proper accounts

7. Motion to receive Report of the Treasury

8. Dispense with and approve May 26, 2020 Community Development Agency and City Council Meeting Minutes

9. Resolution 2020-119 to approve use of Ilgenfritz parking lot for Keep Fremont Beautiful Metal and Electronics Recycling Event

10. Motion to approve the recommendation of the Mayor to appoint Scott Meister as Greater Fremont Development Council's representative to the Local Option Review Team

11. Resolution 2020-120 to allow the purchase of the Geo Comm Capping/AVL system and software

12. Resolution 2020-121 approving the request of Fremont Opera House to use the Parking lot north of the Fremont Opera House for an Ice Cream Social

13. Resolution 2020-122 authorizing staff to sign a lease agreement with NMC for a Caterpillar Compact Track Loader Model 259D3

14. Resolution 2020-123 authorizing the Mayor to sign the Industrial Track Agreement with Union Pacific Railroad

15. Motion to approve concrete license application, Rick Coates

NEW BUSINESS: Requires individual associated action

16. Resolution 2020-124 to approve Redevelopment Agreement for DPA Auctions Redevelopment Project

17. Motion to approve revised subdivision agreement for Bluestem Commons

18. Council Member Jacobus item - Discuss, consider and take possible action prior to RFP requests being sent for updating the City of Fremont's Comprehensive Plan and / or UDC

19. Council Member Jacobus Item - Discuss the impact to City tax receipts, TIF projects, etc due to a 37% increase valuation to all of Fremont's commercial/industrial properties, per 2020 TERC order

ADJOURNMENT

Agenda posted at the Municipal Building on June 3, 2020 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on June 3, 2020. This meeting is preceded by publicized notice in the Fremont Tribune and the agenda, including notice of study session, is displayed in the Municipal Building and is open to the public. The official current copy is available at City Hall, 400 East Military, City Clerk's Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on this agenda.

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

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

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

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

9. At the direction of the presiding officer, Open Public Comment Period Speaker Topics will be limited to those not covered by a published agenda for any Study Session, or any regular City Council meeting.
10. A priority to speak at Open Public Comment Periods and Study Session shall be given to those speakers who reside within the City limits, or within the ETJ (Extra-Territorial Jurisdiction – a two (2) mile radius of the City limits) of Fremont, and then, as time allows, to those who do not.
11. Member of the public wishing to speak at a Study Session will be required to limit their comments to those that are directly

related to the Publicly Noticed Study Session agenda topic(s).

12. Written letters addressed to the City Council will be accepted, as will comment cards that will be made available and collected from those who attend Open Public Comment Period and Study Session meetings who do not wish to speak publicly, but have an issue or concern that they believe the Council should be made aware of.

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: June 9, 2020

SUBJECT: Nuisance Liens

Recommendation: Move to approve the Resolutions

Background: Owners have been billed for work completed by the Street Department as ordered by the Building Department. The bills remain unpaid after two months. State Statute allows the City of file a lien against the property. Owners on record when the work was completed as follows:

Owner	**Location**	**Amount**
Moore, Karen	Northside N46' Lot 12 All Lot 13 & 56' Lot 14 BLK 1	$401.97
Scheil, Amy & Jordan	Chases E 66' Lot 1 Blk 32	$227.85
Refaela Delgado, Gustavo and Hernandez Garibo, Patricia	Northside Lot 16 Blk 3	$244.92

Fiscal Impact: Reimburse City expense $874.74

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Sent To: Amy + Jordan Scheil
Street and Apt. No., or PO Box No.: 1205 N. Clarkson
City, State, ZIP+4®: Fremont, Ne 68025

PS Form 3800, April 2015 PSN 7530-02-000-9047 — See Reverse for Instructions

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USPS MAR 13 2020 FREMONT NE 68025

Sent To: Gustavo Refaela Delgado
Street and Apt. No., or PO Box No.: 2148 N. Union
City, State, ZIP+4®: Fremont, Ne 68025

PS Form 3800, April 2015 PSN 7530-02-000-9047 — See Reverse for Instructions

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USPS MAR 13 2020 FREMONT NE

Sent To: Karen Moore
Street and Apt. No., or PO Box No.: 2122 N. Irving Ave
City, State, ZIP+4®: Fremont, Ne 68025

PS Form 3800, April 2015 PSN 7530-02-000-9047 — See Reverse for Instructions

RESOLUTION NO. 2020-116

A Resolution of the City Council of the City of Fremont Nebraska, levying a special tax and assessment in the amount of $401.97 against Northside N46' Lot 12 All Lot 13 & 56' Lot 14 BLK 1 to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska (owner: Moore, Karen) to pay the costs of weed and debris removal and assessment.

Whereas, the Chief Building Inspector notified or attempted to notify by certified mail the owner and/or occupant of the property described as Northside N46' Lot 12 All Lot 13 & 56' Lot 14 BLK 1 to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska in Dodge County, Nebraska, and

Whereas, the City Council, under the direction of the Chief Building Inspector, ordered the nuisance removed and directed the owner and/or occupant be billed the actual cost of employee and equipment hours spent removing the nuisance, and

Whereas, the cost of removing said nuisance has been properly billed and remains unpaid after two months from the billing date.

NOW THEREFORE BE IT RESOLVED: There is hereby levied and charged against Northside N46' Lot 12 All Lot 13 & 56' Lot 14 BLK 1 to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska (owner: Moore, Karen) in Dodge County, Nebraska, a special assessment in the amount of $401.97 to pay the cost of nuisance removal and assessment.

PASSED AND APPROVED THIS 9TH DAY OF JUNE 2020.

_____
SCOTT GETZSCHMAN, MAYOR

ATTEST:

_____
TYLER FICKEN, CITY CLERK

CITY OF FREMONT
CITY CLERK OFFICE
400 EAST MILITARY
FREMONT NE 68025
402-727-2633

INVOICE

March 12, 2020

Karen Moore
2122 N Irving Ave
Fremont, NE 68025

The property at 2122 N Irving Ave, Fremont, Nebraska has been cited in violation of the Fremont Muni Code Article 4 Nuisances: Abatement - to wit: Weeds & debris

This clean up was completed on March 6, 2020

CLEAN UP OF PROPERTY AT 2122 N Irving Ave (Northside N46' Lot 12 All Lot 13 & 56' Lot 14 Bkl 1, 270044576)

Labor	$	244.34	
Equipment	$	100.00	
Disposal Fee	$	37.63	
	$	381.97	**total amount due**

This must be paid or payment arrangements made by May 11, 2020. If not, a lien will be filed against the property. Please make check payable to City of Fremont. If you have any questions, contact me at 402/727-2635.

Sincerely,
CITY OF FREMONT

Tyler Ficken, City Clerk

INVOICE

CITY OF FREMONT
CITY CLERK
400 EAST MILITARY
FREMONT, NE 68025

(402) 727-2633

TO: KAREN 270044576 MOORE
2122 N IRVING AVE
FREMONT, NE 68025

INVOICE NO: 14860
DATE: 3/12/20

CUSTOMER NO: 1372/1372 TYPE: DB - DEBRIS/WEED CLEANUP

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	2122 N IRVING AVE NORTHSIDE N46'LOT 12	381.97	381.97

TOTAL DUE: $381.97

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 3/12/20 DUE DATE: 5/11/20 NAME: MOORE, KAREN 270044576
CUSTOMER NO: 1372/1372 TYPE: DB - DEBRIS/WEED CLEANUP

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF FREMONT
CITY CLERK
400 EAST MILITARY
FREMONT NE 68025

INVOICE NO: 14860
TERMS: NET 60 DAYS AMOUNT: $381.97

RESOLUTION NO. 2020-117

A Resolution of the City Council of the City of Fremont Nebraska, levying a special tax and assessment in the amount of $227.85 against Northside Chases E 66' Lot 1 Blk 32 to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska (owner: Amy & Jordan Scheil) to pay the costs of weed and debris removal and assessment.

Whereas, the Chief Building Inspector notified or attempted to notify by certified mail the owner and/or occupant of the property described as Chases E 66' Lot 1 Blk 32 to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska in Dodge County, Nebraska, and

Whereas, the City Council, under the direction of the Chief Building Inspector, ordered the nuisance removed and directed the owner and/or occupant be billed the actual cost of employee and equipment hours spent removing the nuisance, and

Whereas, the cost of removing said nuisance has been properly billed and remains unpaid after two months from the billing date.

NOW THEREFORE BE IT RESOLVED: There is hereby levied and charged against Chases E 66' Lot 1 Blk 32 to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska (owner: Scheil, Amy & Jordan) in Dodge County, Nebraska, a special assessment in the amount of $227.85 to pay the cost of nuisance removal and assessment.

PASSED AND APPROVED THIS 9TH DAY OF JUNE 2020.

_____
SCOTT GETZSCHMAN, MAYOR

ATTEST:

_____
TYLER FICKEN, CITY CLERK

CITY OF FREMONT
CITY CLERK OFFICE
400 EAST MILITARY
FREMONT NE 68025
402-727-2633

INVOICE

March 12, 2020

Amy and Jordan Scheil
1205 N Clarkson
Fremont, NE 68025

The property at 1205 N Clarkson, Fremont, Nebraska has been cited in violation of the Fremont Muni Code Article 4 Nuisances: Abatement - to wit: Weeds & debris

This clean up was completed on March 6, 2020

CLEAN UP OF PROPERTY AT 1205 N Clarkson St (Chases E66' Lot 1 Blk 32, 270011837)

Labor	$	118.25	
Equipment	$	75.00	
Disposal Fee	$	14.60	
	$	207.85	**total amount due**

This must be paid or payment arrangements made by May 11, 2020. If not, a lien will be filed against the property. Please make check payable to City of Fremont. If you have any questions, contact me at 402/727-2635.

Sincerely,
CITY OF FREMONT

Tyler Ficken, City Clerk

INVOICE

CITY OF FREMONT
CITY CLERK
400 EAST MILITARY
FREMONT, NE 68025

(402) 727-2633

TO: AMY & JORDAN 270011837 SCHEIL
1205 N CLARKSON
FREMONT, NE 68025

INVOICE NO: 14859
DATE: 3/12/20

CUSTOMER NO: 1371/1371 TYPE: DB - DEBRIS/WEED CLEANUP

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	1205 N CLARKSON ST CHASES E66' LOT 1 BLK 32	207.85	207.85

TOTAL DUE: $207.85

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 3/12/20 DUE DATE: 5/11/20 NAME: SCHEIL, AMY & JORDAN 270011837
CUSTOMER NO: 1371/1371 TYPE: DB - DEBRIS/WEED CLEANUP

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF FREMONT
CITY CLERK
400 EAST MILITARY
FREMONT NE 68025

INVOICE NO: 14859
TERMS: NET 60 DAYS AMOUNT: $207.85

RESOLUTION NO. 2020-118

A Resolution of the City Council of the City of Fremont Nebraska, levying a special tax and assessment in the amount of $244.92 against Northside Lot 16 Blk 3 to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska (owner: Gustavo Refaela Delgado and Patricia Hernandez Garibo) to pay the costs of weed and debris removal and assessment.

Whereas, the Chief Building Inspector notified or attempted to notify by certified mail the owner and/or occupant of the property described as Northside Lot 16 Blk 3 to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska in Dodge County, Nebraska, and

Whereas, the City Council, under the direction of the Chief Building Inspector, ordered the nuisance removed and directed the owner and/or occupant be billed the actual cost of employee and equipment hours spent removing the nuisance, and

Whereas, the cost of removing said nuisance has been properly billed and remains unpaid after two months from the billing date.

NOW THEREFORE BE IT RESOLVED: There is hereby levied and charged against Northside Lot 16 Blk 3 to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska (owner: Gustavo Refaela Delgado and Patricia Hernandez Garibo) in Dodge County, Nebraska, a special assessment in the amount of $244.92 to pay the cost of nuisance removal and assessment.

PASSED AND APPROVED THIS 9TH DAY OF JUNE 2020.

_____
SCOTT GETZSCHMAN, MAYOR

ATTEST:

_____
TYLER FICKEN, CITY CLERK

CITY OF FREMONT
CITY CLERK OFFICE
400 EAST MILITARY
FREMONT NE 68025
402-727-2633

INVOICE

March 12, 2020

Gustavo Refaela Delgado and Patricia Hernandez Garibo
2148 N Union
Fremont, NE 68025

The property at 2148 N Union St, Fremont, Nebraska has been cited in violation of the Fremont Muni Code Article 4 Nuisances: Abatement - to wit: Weeds & debris

This clean up was completed on March 6, 2020

CLEAN UP OF PROPERTY AT 2148 N Union St (Northside Lot 16 Blk 3, 270044800)

Labor	$	139.92	
Equipment	$	85.00	
Disposal Fee	$	-	
	$	224.92	**total amount due**

This must be paid or payment arrangements made by May 11, 2020. If not, a lien will be filed against the property. Please make check payable to City of Fremont. If you have any questions, contact me at 402/727-2635.

Sincerely,
CITY OF FREMONT

Tyler Ficken, City Clerk

INVOICE

CITY OF FREMONT
CITY CLERK
400 EAST MILITARY
FREMONT, NE 68025

(402) 727-2633

TO: GUSTAVO 270044800 DELGADO &
PATRICIA HERNANDEZ GARIBO
2148 N UNION
FREMONT, NE 68025

INVOICE NO: 14858
DATE: 3/12/20

CUSTOMER NO: 1280/1280 TYPE: DB - DEBRIS/WEED CLEANUP

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	2148 N UNION NORTHSIDE LOT 16 BLK 3	224.92	224.92

TOTAL DUE: $224.92

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 3/12/20 DUE DATE: 5/11/20 NAME: DELGADO &, GUSTAVO 270044800
CUSTOMER NO: 1280/1280 TYPE: DB - DEBRIS/WEED CLEANUP

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF FREMONT
CITY CLERK
400 EAST MILITARY
FREMONT NE 68025

INVOICE NO: 14858
TERMS: NET 60 DAYS AMOUNT: $224.92

STAFF REPORT

To: Community Redevelopment Agency

From: Jennifer Dam, Planning Director

Date: June 9, 2020

Subject: Approval of Redevelopment Agreement with DPA Auctions

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Recommendation: Approval of Resolution 2020-008

Background:

This matter involves the approval of a Redevelopment Agreement proposed for execution by the the City of Fremont ("CDA") and Del Peterson, Inc.

The CDA and the City Council of the City of Fremont approved an amendment to the Redevelopment Area #3 for the DPA Auction Project on May 26, 2020.

The minimum project valuation is $3,150,000. The total TIF indebtedness authorized is $632,000.

The agreement establishes the terms and use of TIF indebtedness.

The agreement specifies the public and private improvements that will be constructed as a result of the project.

Fiscal Impact: N/A

REDEVELOPMENT AGREEMENT

(DPA AUCTIONS REDEVELOPMENT PROJECT)

This Redevelopment Agreement is made and entered into as of the 9th day of June, 2020, by and between the Community Development Agency of the City of Fremont, Nebraska ("CDA") and Del Peterson and Associates, Inc., a Nebraska corporation ("Redeveloper").

RECITALS

A. The CDA is a duly organized and existing community development agency, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Agreement.

B. The City of Fremont (the "City"), in furtherance of the purposes and pursuant to the provisions of Article VIII, Section 12 of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 to 18-2154, as amended (collectively the "Act"), has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.

C. Redeveloper owns or has contracted to purchase the Project Site which is located in the Redevelopment Area.

D. Redeveloper submitted a redevelopment project proposal to redevelop the Project Site.

E. The redevelopment project involves acquisition of the Project Site and the construction of a new two-story, approximately 24,000 square foot office building, parking lot and associated improvements on the Project Site (the "Project").

F. The CDA has approved the redevelopment project, including the utilization of tax-increment financing to assist in the cost of the eligible public improvements defined in this Redevelopment Agreement.

G. CDA and Redeveloper desire to enter into this Redevelopment Agreement for redevelopment of the Project Site.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, CDA and Redeveloper do hereby covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Agreement.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Agreement, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

A. "Act" means Article VIII, Section 12 of the Nebraska Constitution, Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended, and acts amendatory thereof and supplemental thereto.

B. "CDA" means the Community Development Agency of the City of Fremont, Nebraska.

C. "City" means the City of Fremont, Nebraska.

D. "Effective Date" means January 1, 2021.

E. "Eligible Project Costs" means only costs or expenses incurred by Redeveloper for Public Improvements that are eligible for reimbursement under the Act.

F. "Minimum Project Valuation" means an amount equal to Three Million One Hundred Fifty Thousand and No/100 Dollars ($3,150,000.00).

G. "Private Improvements" means all the private improvements to be constructed on the Project Site as more particularly described on Exhibit "A" attached and incorporated by this reference.

H. "Project" means the improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit "A".

I. "Project Completion Date" means on or before December 31, 2021.

J. "Project Site" means all that certain real property situated in the City, more particularly described on Exhibit "A".

K. "Public Improvements" shall include all the public improvements more particularly described on Exhibit "A" which are eligible improvements under the Act. The costs of the Public Improvements include the debt service payments of the TIF Indebtedness.

L. "Redeveloper" means Del Peterson and Associates, Inc., a Nebraska corporation, or its assignee, which is subject to the written approval of the CDA.

M. "Redevelopment Agreement" means this Redevelopment Agreement between the CDA and Redeveloper with respect to the Project.

N. "Redevelopment Area" means the Redevelopment Area that is referred to as Redevelopment District #3 and that is legally described in the Redevelopment Plan.

O. "Redevelopment Plan" means the Redevelopment Plan for Redevelopment District #3 prepared by the City and dated November of 2004, and approved by the City Council of the City pursuant to Resolution No. 2004-261, as amended by that certain Redevelopment Plan Amendment approved by the City Council of the City on May 26, 2020 pursuant to Resolution No. 2020-102.

P. "TIF Indebtedness" means any bonds, notes, loans and advances of money or other indebtedness, including interest thereon, issued by the CDA or the City secured in whole or in part by TIF Revenues.

Q. "TIF Revenues" or "Tax Increment" means incremental ad valorem taxes generated by the Project which are allocated to and paid to the CDA pursuant to the Act.

Section 1.02 <u>Construction and Interpretation.</u>

The provisions of this Redevelopment Agreement shall be construed and interpreted in accordance with the following provisions:

(a) This Redevelopment Agreement shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.

(b) Wherever in this Redevelopment Agreement it is provided that any person may do or perform any act or thing the word "may" shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(c) The word "including" shall be construed as meaning "including, but not limited to."

(d) The words "will" and "shall" shall each be construed as mandatory.

(e) The captions to the sections of this Redevelopment Agreement are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

ARTICLE II

REPRESENTATIONS

Section 2.01 Representations by the CDA.

The CDA makes the following representations and findings:

(a) The CDA is a duly organized and validly existing Community Development Agency under the Act.

(b) The CDA deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper for the redevelopment of the Project Site as specified herein.

(c) The Project will achieve the public purposes of the Act by, among other things, increasing employment, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Area.

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

(a) Redeveloper is a Nebraska corporation, having the power to enter into this Redevelopment Agreement and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Agreement.

(b) The execution and delivery of the Redevelopment Agreement and the consummation of the transactions herein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Agreement or, except as disclosed in writing to the CDA, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Redeveloper owns or has contracted to purchase the Project Site, in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Agreement by Redeveloper.

(e) Redeveloper shall not assign this Agreement to any successor or assignee prior to the issuance of a Certificate of Completion without the written approval of the CDA, which shall not be unreasonably withheld; provided, however, Redeveloper may assign this Agreement and the Project Site to 4-K Capital, LLC, a Nebraska limited liability company and an affiliate of Redeveloper, without the consent of the CDA.

ARTICLE III

OBLIGATIONS OF THE CDA AND PUBLIC IMPROVEMENTS

Section 3.01 **Capture of Tax Increment**.

Subject to the contingencies described below and to all of the terms and conditions of this Agreement, commencing for the tax year of the Effective Date of the Project and continuing thereafter, the CDA shall capture the Tax Increment, as defined below, from the Project pursuant to the Nebraska Community Development Law. The CDA shall capture the Tax Increment generated by the Project Site for a total period of not to exceed fifteen (15) years after the Effective Date once the Private Improvements have been completed and included in the assessed valuation of the Project Site and the Project Site is generating the Tax Increment subject to capture by the CDA (the "TIF Period"). The effective date of this provision shall be the Effective Date of January 1, 2021, thus creating the "Redevelopment Project Valuation" or base value as of January 1, 2020. Notwithstanding the foregoing, the Redeveloper may, at its election, defer the Effective Date to January 1, 2022 by delivering written notice to the CDA on or prior to July 15, 2021, dependent on the timing of construction of the Private Improvements. The CDA shall file with the County Assessor the "Notice to Divide Taxes" on or prior to August 1 in the year of the Effective Date.

Section 3.02 **Tax Increment**.

The term Tax Increment shall mean, in accordance with Section 18-2147 of the Act, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the Dodge County Board of Equalization) for the Project Site before the completion of the construction of the Private Improvements for that year prior to the year in which the Effective Date falls, and the ad valorem tax which is produced by the tax levy for the Project Site after completion of construction of the

Private Improvements as part of the Project. For this Project, the anticipated Tax Increment is the difference between the projected taxes payable for 2021 and subsequent years through the taxes levied for tax year 2035 (after construction completion) and the taxes payable for 2020 (before commencement of construction) as more particularly set forth on Exhibit "B".

The parties acknowledge and agree that ad valorem taxes in Nebraska are typically paid in arrears in the year following the year said taxes are due. Accordingly, the Tax Increment created in the fifteenth (15th) year of the Project pursuant to Section 18-2147 of the Act and this Agreement may be paid in the sixteenth (16th) year according to customary practice in Nebraska. Said payment in arrears only affects the timing of tax payments, but does not in any way affect or limit the fifteenth (15th) year division of taxes.

Section 3.03 **Issuance of TIF Indebtedness**.

No sooner than thirty (30) days following the approval and execution of this Agreement, the CDA shall incur or issue TIF Indebtedness (the "TIF Note") in the estimated amount of Six Hundred Thirty Two Thousand and No/100 Dollars ($632,000.00), as calculated on the attached and incorporated Exhibit "B", including an annual interest rate ~~of~~not to exceed five percent (5.0%), to be issued to the Redeveloper which shall entitle the holder of the TIF Note to receive the semi-annual incremental tax payments generated by the Project for the taxes levied for the years 2021 through 2035. The TIF Indebtedness, which shall be in the form of a TIF Promissory Note, attached as Exhibit "B-1", shall not be a general obligation of the CDA or City which shall issue such Note solely as a conduit. The proceeds of the TIF Note shall be in the form of a grant by the CDA to the Redeveloper.

If the Redeveloper intends to monetize the TIF Note, it shall locate a lender or other entity to acquire and fund the acquisition of the TIF Note for this TIF Indebtedness. Redeveloper may pledge or assign the TIF Note to such lender and the CDA shall consent to such pledge upon request. The TIF Note issued to Redeveloper shall be secured by a pledge or assignment of the Tax Increment to be captured by the CDA. The Redeveloper acknowledges that, notwithstanding the pledge or assignment of the TIF Note to Redeveloper's lender, if the Project does not generate sufficient Tax Increment Revenues or the CDA does not receive sufficient Tax Increment Revenues to pay the TIF Note in full, then the CDA shall, in all events, only be required to pay the net amount received in Tax Increment Revenues from the Project as full payment of the TIF Note.

Section 3.04 Use of TIF Indebtedness.

The CDA will collect and use the Tax Increment in the form of a grant to Redeveloper to pay debt service on the TIF Indebtedness incurred as provided in Section 3.03 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the TIF Note that the CDA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified by Redeveloper pursuant to Section 4.02 and listed on Exhibit "C". In addition, upon the funding of the TIF Indebtedness by Redeveloper, the CDA shall retain an amount sufficient to pay: (a) its reasonable and necessary cost of issuance, including attorney fees; (b) its Administrative Fee of one percent (1%); and (c) the CDA's right to designate a sum equal to five percent (5%) towards improvements in the Redevelopment Area, all as set forth on Exhibit "C". The Tax Increment, less the CDA's costs set forth above, shall be paid pursuant to the terms of any

TIF Promissory Note and/or TIF resolution issued by the CDA relating to this Project.

Section 3.05 Creation of Fund.

The CDA will create a special fund to collect and hold the receipts of the Tax Increment for payment on the TIF Note. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Section 3.03 above.

Section 3.06 Projected TIF Sources and Uses.

The TIF Indebtedness calculation formula set forth on Exhibit "B", reflects the generation of incremental taxes created by the Project anticipated to be in the amount of approximately Sixty Three Thousand and No/100 Dollars ($63,000.00) for the first year after the completion of construction. The TIF sources and eligible uses are attached on Exhibit "C" and incorporated by this reference. The Projected Uses of the TIF funds are eligible under the Act, and are estimates which shall be confirmed upon construction completion and be certified by the Redeveloper under Section 4.02 below.

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance.

(a) Redeveloper will complete the Public Improvements and the Private Improvements as described on Exhibit "A" and install all equipment necessary to operate the Public Improvements and the Private Improvements no later than the Project Completion Date. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public

Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CDA as to the actual progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements. Promptly after substantial completion by Redeveloper of the Public Improvements and the Private Improvements, Redeveloper shall notify the CDA of the completion and request that the CDA issue a Certificate of Completion, the form of which is attached as Exhibit "D" and incorporated by this reference. Once issued by the CDA, the Certificate of Completion shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements, and Redeveloper shall be entitled to record the Certificate of Completion.

(b) Any contractor chosen by Redeveloper or Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance) and a penal bond as required by the Act or same alternate form of security. The CDA shall be named as an additional insured. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance). This insurance shall insure

against the perils of fire and extended coverage and shall include "special causes of loss" insurance for physical loss or damage.

Section 4.02 Cost Certification.

Redeveloper shall submit to the CDA a certification of Eligible Project Costs, after expenditure of such project costs to verify the uses described on Exhibit "C". Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. All Eligible Project Costs Certifications shall be subject to review and approval by the CDA prior to the funding of such eligible costs. Determinations by the CDA whether costs included in the Eligible Project Costs Certifications are properly included in Eligible Project Costs as defined in this Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper. Redeveloper shall be required to certify eligible costs up to the principal amount of the TIF Note of Six Hundred Thirty Two Thousand and No/100 Dollars ($632,000.00).

Section 4.03 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Agreement is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.04 **Pay Real Estate Taxes.**

(a) Redeveloper intends to create a taxable real property valuation of the Project and Project Site of not less than the Minimum Project Valuation set forth in Section 1.01(F) above, no later than as of the Project Completion Date. During the period of this Agreement, Redeveloper, its successors and assigns, will: (1) not protest a real estate property valuation of the Project and Project Site to a sum less than or equal to the Minimum Project Valuation; and (2) not convey the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes.

(b) If, during the period of this Agreement, the Project Site is assessed at less than the Minimum Project Valuation, Redeveloper shall either: (1) successfully protest the valuation of the Project Site upwards such that the valuation is equal to or greater than the Minimum Project Valuation; or (2) make a payment in lieu of taxes to the CDA upon thirty (30) days written notice in the amount of the shortfall equal to the amount the anticipated Tax Increment, as set forth on Exhibit "B", exceeds the actual Tax Increment. Redeveloper understands and agrees that the anticipated Tax Increment is a projection based on assumed values and tax levy rates and that the actual Tax Increment may vary substantially from the anticipated Tax Increment, in which event the Redeveloper could be obligated to make a significant payment in lieu of taxes.

If Redeveloper is required to pay any such shortfall as a payment in lieu of taxes, the Redeveloper shall be entitled to receive reimbursement of any such shortfall payment to the extent TIF Revenues later become available during the TIF Period in an amount in excess of the amount necessary to meet the current debt

service payments. Any such shortfall amounts not reimbursed at the end of the TIF Period shall be forgiven.

Section 4.05 No Assignment or Conveyance.

Except as otherwise set forth herein, Redeveloper shall not convey, assign or transfer the Project Site, any interest therein, or this Agreement prior to the issuance of a Certificate of Completion without the prior written consent of the CDA, which shall not be unreasonably withheld and which the CDA may make subject to any terms or conditions it reasonably deems appropriate, except for the following conveyances, which shall be permitted without consent of the CDA: ~~Any~~(a) any conveyance to an affiliate or subsidiary of Redeveloper; or (b) any assignment as security for indebtedness (i) previously incurred by Redeveloper or incurred by Redeveloper after the Effective Date for Project costs or any subsequent physical improvements to the Project Site with the outstanding principal amount of all such indebtedness (whether incurred prior to or after the Effective Date) secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment Agreement, or (ii) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the Project Site provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Agreement.

Following the issuance of a Certificate of Completion for the Project, Redeveloper is permitted to convey, assign or transfer the Project Site and, at its option, to retain the TIF Promissory Note; provided, however, that Redeveloper's successor or assignee shall take title to the Project Site subject to the terms of this

Agreement and the Memorandum of Redevelopment Agreement attached hereto as Exhibit "E". Redeveloper acknowledges and agrees that the TIF Promissory Note is payable solely and only out of the Tax Increment Revenue generated by the Project, and if the CDA does not receive sufficient Tax Increment Revenues to pay the TIF Promissory Note in full, the CDA shall only pay the amount received in Tax Increment Revenues from the Project as full payment of the TIF Promissory Note. Redeveloper further acknowledges and agrees that the CDA shall not be liable to Redeveloper for the CDA's failure to enforce the terms and conditions of this Agreement against Redeveloper's successor or assignee, including, but not limited to, the terms and conditions set forth in Section 4.04 and the CDA's remedies set forth in Article VI.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all costs for the construction of the Private Improvements and the Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Public Improvements and Private Improvements, including, with respect to the Public Improvements, the TIF Indebtedness.

Section 5.02 Encumbrances.

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Project Site except: (a) encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Project Site, (b) easements and rights of entry granted by

Redeveloper, (c) construction and materialman liens that may be filed in connection with the construction of the Private Improvements so long as any such lien is discharged or bonded within 90 days of completion of the Private Improvements, and (d) any other liens so long as any such lien is satisfied and released or substitute security is posted in lieu thereof within 90 days of Redeveloper receiving notice thereof.

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 **General Remedies of the CDA and Redeveloper.**

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Agreement shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CDA set out in Section 6.02, the remedy of specific

performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

Section 6.02 **<u>Additional Remedies of the CDA.</u>**

In the event that:

(a) Redeveloper, or successor in interest, shall fail to commence and subsequently complete the construction of the Project on or before the Project Completion Date, or shall abandon construction work for any period of 120 days (not including any period covered pursuant to the terms of Section 6.04 below);

(b) Redeveloper, or successor in interest, shall fail to pay real estate taxes or assessments on the Project Site or any part thereof when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the CDA made for such payment within thirty (30) days following written notice from the CDA (upon written request to the City, all such notices shall also be provided to Redeveloper's lender);

(c) Redeveloper does not maintain an assessed valuation equal to or greater than the Minimum Project Valuation for the Project Site for the term of this Agreement and fails to satisfy the obligations of Section 4.04(b) of this Agreement; or

(d) There is, in violation of Section 4.05 of this Redevelopment Agreement, transfer of the Project Site or any part thereof, and such failure or action by Redeveloper has not been cured within 30 days following

written notice from the CDA (upon written request to the City, all such notices shall also be provided to Redeveloper's lender),

then Redeveloper shall be in default of this Redevelopment Agreement; and in the event that such failure to perform, breach or default is not cured in the period herein provided, the parties agree that the damages caused to the CDA would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Sections 3.03 and 3.04, less any reductions in the principal amount of the TIF Note, plus interest accrued (the "Liquidated Damages Amount") which shall be paid by Redeveloper to the CDA within 30 days of demand by the CDA. To the extent that such failure results in the fact that the CDA is not able to capture the full amount of the anticipated Tax Increment contemplated hereunder, Redeveloper shall be obligated, on an annual basis, to remit the sum by which the anticipated Tax Increment exceeds the actual Tax Increment.

Section 6.03 **Remedies in the Event of Other Redeveloper Defaults.**

In the event Redeveloper fails to perform any other provisions of this Redevelopment Agreement (other than those specific provisions contained in Section 6.02), and such failure has not been cured within 30 days following written notice from the CDA, then Redeveloper shall be in default. In such an instance, the CDA may seek to enforce the terms of this Redevelopment Agreement or exercise any other remedies that may be provided in this Redevelopment Agreement or by applicable law; provided, however, that the default covered by this Section shall not give rise to a right of rescission or termination of this Redevelopment Agreement.

Section 6.04 **Limitation of Liability; Indemnification.**

(a) Notwithstanding anything in this Article VI or this Redevelopment Agreement to the contrary, neither the CDA, the City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Agreement. The obligation of the CDA on any TIF Indebtedness shall be limited solely to the Tax Increment pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither the City nor the CDA shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. Redeveloper releases the CDA and the City from and agrees that the CDA and the City shall not be liable for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Private Improvements. Provided, however, such release shall not be deemed to include such liability actions as arise directly out of the sole negligence or willful misconduct of the CDA or the City.

(b) Redeveloper agrees to indemnify, defend (at the CDA's and/or the City's option) and hold harmless the CDA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or Redeveloper's performance or failure to perform under the terms and conditions of

this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of acts, omissions, or the sole negligence or willful misconduct of the CDA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Memorandum.

A Memorandum of this Redevelopment Agreement in the form attached hereto as Exhibit "E" and incorporated by this reference shall be recorded with the Dodge County Register of Deeds for the Project.

Section 7.02 Governing Law.

This Redevelopment Agreement shall be governed by the laws of the State of Nebraska, including the Act.

Section 7.03 Binding Effect; Amendment.

This Redevelopment Agreement shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Agreement shall run with the Project Site. The Redevelopment Agreement shall not be amended except by a writing signed by the party to be bound.

Section 7.04 No Agency or Partnership.

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the CDA and the City, on the one hand, and Redeveloper, on the other hand, nor between the CDA and the City, on the one hand, and any officer,

employee, contractor or representative of Redeveloper, on the other hand. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

Section 7.05 Document Retention.

Redeveloper shall retain copies of all supporting documents that are associated with the Redevelopment Plan, Project, or this Redevelopment Agreement and that are received or generated by the Redeveloper for three years following the end of the last fiscal year in which ad valorem taxes are divided for the Project and provide such copies to the City as needed to comply with the City's retention requirements under the Act. Supporting documents shall include, but shall not be limited to, any cost-benefit analysis conducted pursuant to Section 18-2113 of the Act, and any invoice, receipt, claim, or contract received or generated by the Redeveloper that provides support for receipts or payments associated with the division of taxes.

[Signature and Notary Pages to Follow]

IN WITNESS WHEREOF, the CDA and Redeveloper have signed this Redevelopment Agreement as of the date and year first above written.

"CDA"

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

ATTEST:

By:_____ By: _____
Secretary Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ___ day of June, 2020, by _____ and _____, Chairman and Secretary respectively of the Community Development Agency of the City of Fremont, Nebraska, a public body corporate and politic, on behalf of the Agency.

_____
Notary Public

"REDEVELOPER"

DEL PETERSON AND ASSOCIATES, INC., a Nebraska corporation

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ___ day of June, 2020, by _____, _____ of Del Peterson and Associates, Inc., a Nebraska corporation, on behalf of the corporation.

_____
Notary Public

TABLE OF EXHIBITS:

Exhibit "A" – Description of Project
Exhibit "B" – TIF Indebtedness
Exhibit "B-1" – TIF Note
Exhibit "C" – Projected TIF Sources and Uses
Exhibit "D" – Certificate of Completion
Exhibit "E" – Memorandum of Redevelopment Agreement

EXHIBIT "A"

DESCRIPTION OF PROJECT

The Project undertaken by Redeveloper on the Project Site, defined as the real estate legally described as:

> Part of Lot 4, of Nelsen Business Park, to the City of Fremont, Dodge County, Nebraska, being described as follows: Beginning at the Southwest Corner of said Lot 4; thence N00°27'27"E (assumed bearing) on the West Line of said Lot 4, a distance of 73.16 feet to a point of curvature; thence northwesterly continuing on said West Line on a 532.50 foot radius curve to the left an arc distance of 170.62 feet to a point of reverse curvature, the chord of said curve bears N08°43'30"W 169.89 feet; thence northerly continuing on said West Line on a 467.50 foot radius curve to the right an arc distance of 149.85 feet to a point of tangency, the chord of said curve bears N08°43'30"W 149.21 feet; thence N00°27'27"E continuing on said West Line, a distance of 76.42 feet to a point on the West Right-of-Way Line of U.S. Highway No. 275, as previously described and recorded in Book 2005, page 0228, of the Dodge County Register of Deeds records; thence S86°00'00"E on said West Right-of-Way Line, a distance of 100.92 feet, thence S81 °36'18"E continuing on said West Right-of-Way Line, a distance of 411.49 feet; thence S27°30'16"E continuing on said West Right-of-Way Line, a distance of 449.43 feet to a point on the South Line of said Lot 4; thence N89°56'04"W on said South Line, a distance of 668.09 feet to the true point of beginning, containing 5.76 acres, more or less.

shall consist of the following:

(a) **Private Improvements**. The private improvements to be constructed by the Redeveloper on the Project Site include a new approximately 24,000 square foot office building, parking lot, and associated improvements.

(b) **Public Improvements**. Land acquisition, site preparation and grading, architectural and engineering fees, façade enhancements, energy enhancements, and other eligible public expenditures under the Act; paid for, in part, by the tax increment generated by the Private Improvements.

EXHIBIT "B"

TIF INDEBTEDNESS

1. **Principal Amount**. The principal amount of the TIF Indebtedness shall be the amount, together with interest accruing thereon~~,~~ at an annual rate not to exceed 5.0%, which can be amortized by the Maturity Date, solely from the Tax Increment Revenues based upon the current aggregate ad valorem tax rate applicable to the Project Site multiplied by an assumed valuation of $3,150,000.00 less the base valuation, subject to required debt service coverage, required reserve, and cost of issuance.

2. **Anticipated Tax Increment**: Approximately $63,000.00 annually.

3. **Payments**. Semi-annually with interest only until real estate taxes are fully collected for the tax year of the Effective Date in an amount sufficient to fully amortize the TIF Indebtedness on or before the Maturity Date.

4. **Maturity Date**. On or before December 31, 2036.

5. **Notice to Divide Taxes**. The CDA shall file the "Notice to Divide Taxes" with the Dodge County Assessor prior to August 1, 2020.

EXHIBIT "B-1"

TIF NOTE
(See Attached)

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ("THE 1933 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

Registered
No. 1

Registered
$632,000.00

UNITED STATES OF AMERICA
STATE OF NEBRASKA
THE COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF FREMONT

COMMUNITY REDEVELOPMENT REVENUE NOTE
(DPA AUCTIONS REDEVELOPMENT PROJECT)
SERIES 2020

Maturity Date	Interest Rate	Original Issuance Date
December 31, 2036	~~5.0%~~____%	_____, 20___

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Registered Holder	Principal Amount
_____	$632,000.00

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THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA (the "Issuer"), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above together with ~~five~~____ percent ~~(5.0%)~~(____%) interest at the office of the Fremont City Treasurer, as Paying Agent and Registrar, from the Original Issuance Date identified above. Accrued interest for 2021 shall be made in the form of Interest only payments in two (2) installments annually due July 15, 2021 and December 15, 2021. Thereafter principal shall be payable in thirty (30) equal semi-annual installments due July 15, 2022, December 15, 2022, and each June 15 and December 15 thereafter through December 15, 2036. The 2035 tax liability levied for 2035 shall be divided when the 2035 tax payments are made in 2036. Payments on this Note will be made by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the calendar day next preceding the applicable payment date at his address as it appears on such note registration books. The principal of this Note is payable in any coin or currency of the United States of America which on the

respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated The Community Development Agency of the City of Fremont, Nebraska Redevelopment Revenue Note (DPA Auctions Redevelopment Project), Series 2020, aggregating Six Hundred Thirty Two Thousand and 00/100 Dollars ($632,000.00) (the "Note") in principal amount which has been issued pursuant to Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended and supplemented (the "Act") and under and pursuant to a Resolution adopted by the Governing Body of the Issuer (the "Resolution"), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment Revenues generated by the Project as identified in the Redevelopment Agreement by and between the Issuer and the Registered Holder hereof. All such revenue has been duly pledged for that purpose. If the Project does not generate sufficient Tax Increment Revenues or the Issuer does not receive sufficient Tax Increment Revenues to pay the Note in full, then the Issuer shall only pay the net amount received in Tax Increment Revenues from the Project as full payment of this Note.

THIS NOTE DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No recourse shall be had for the payment of the principal on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Agreement against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible "redevelopment project" as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Fremont, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly

done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by his duly authorized attorney, upon surrender of this Note together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his duly authorized attorney, together with a purchase letter, and thereupon a new registered Note or Notes in the same aggregate principal amounts shall be issued to the transferee in exchange therefor, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is issuable in the form of a registered Note without coupons. Subject to such conditions and upon the payment of such charges provided in the Resolution, the owner of any registered Note or Notes may surrender the same (together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney), in exchange for an equal aggregate principal amount of registered Notes of any other authorized denominations.

The Note is prepayable at any time in whole or in part, at a prepayment price of par, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service or in the event the Redeveloper directs the Issuer that it wishes to prepay the Note.

Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

This Note shall not be entitled to any benefit under the Redevelopment Agreement referred to herein or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

THE COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF FREMONT,
NEBRASKA

ATTEST:

_____
Tyler Ficken, Secretary

By: _____
Chairman

CERTIFICATE OF AUTHENTICATION

This Note is delivered pursuant to the within-mentioned Resolution.

Fremont City Treasurer,
as Paying Agent and Registrar

By: _____
Authorized Signature

EXHIBIT "C"

PROJECTED TIF SOURCES AND USES

1. PROJECTED TIF SOURCES

Formatted Table

Assumptions:	Dodge Co. Tax Levy (2019)	2.047225	
	TIF period (years)	14	
	Interest Rate:	5.0%	
Property Value Assumptions:		Assessed Value	Estimated Taxes
	Pre-Project	$57,000	$1,000
	Completed Project	$3,150,000	$64,000
	Difference	$3,093,000	$63,000
TIF Calculations:	Annual Tax Increment	$63,000	
	TIF Loan Amount	**$632,000**	

2. PROJECTED TIF USES[1]

	Project Costs
A. Admin. Fee – 1%	$6,320
B. Cost of Issuance	$5,000
C. City Improvements – 5%	$31,600
D. Site Acquisition	$125,000
E. Site Preparation & Grading	$45,000
F. Façade Enhancements	$450,000
G. Engineering Fees	$10,000
H. Energy Efficiency Enhancements	$100,000
Total	$772,920*

*Eligible TIF Uses are projected to be over $772,920, but the TIF Revenue Projection is limited to $632,000 which is the sum generated by the projected incremental revenues based on the projected valuation of the redevelopment project. For purposes of the Cost Certification required by Section 4.02, Redeveloper shall be required to certify costs up to the amount of the TIF Note of $632,000.

[1] All costs are estimates and are subject to final confirmation and adjustment upon construction completion.

EXHIBIT "D"

CERTIFICATE OF COMPLETION

The Community Development Agency of the City of Fremont, Nebraska, a municipal corporation in the State of Nebraska (the "CDA"), hereby makes the conclusive determination and certification that, with regard to the following real property situated in the City of Fremont, Dodge County, Nebraska, to wit:

_____
_____
_____ in the City of Fremont, Dodge County, Nebraska.

("Redeveloper Property"), all the improvements required to be constructed upon the above-described Redeveloper Property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement (DPA Auctions Redevelopment Project) by and between the Community Development Agency of the City of Fremont, Nebraska, a municipal corporation in the State of Nebraska, and Del Peterson & Associates, Inc., a Nebraska corporation, and its successors and assigns ("Redeveloper"), said Agreement dated as of _____, 2020 and a Memorandum of which is recorded as Instrument No. 2020-_____, in the office of the Register of Deeds for Dodge County, Nebraska.

The CDA further makes the conclusive determination that the Private Improvements (as defined in the Agreement) to the above-described Redeveloper Property are presently in conformance with the Agreement.

IN WITNESS WHEREOF, the CDA and Redeveloper have executed this instrument this _____ day of _____, 2020.

"CDA"

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

_____
_____, Chairperson

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, Chairperson of the Community Development Agency of the City of Fremont, Nebraska, on behalf of the Agency.

_____
Notary Public

"REDEVELOPER"

DEL PETERSON AND ASSOCIATES,
INC., a Nebraska corporation

By: _____
Name:_____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020, by _____, _____ of Del Peterson and Associates, Inc., a Nebraska corporation, on behalf of the corporation.

_____
Notary Public

EXHIBIT "E"

MEMORANDUM OF REDEVELOPMENT AGREEMENT
(See Attached)

After recording return to:
Heather A. Carver
Cline Williams Wright Johnson
& Oldfather, L.L.P.
Sterling Ridge
12910 Pierce Street, Suite 200
Omaha, Nebraska 68144

MEMORANDUM OF REDEVELOPMENT AGREEMENT
(DPA AUCTIONS REDEVELOPMENT PROJECT)

This Memorandum of Redevelopment Agreement ("Memorandum") is made this ___ day of _____, 2020 by and between the Community Development Agency of the City of Fremont, Nebraska ("CDA") and Del Peterson & Associates, Inc., a Nebraska corporation ("Redeveloper").

1. **Redevelopment Agreement**. CDA and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, describing the public improvements being made by the CDA in the Redevelopment Area and the private improvements being made to real property owned by Redeveloper and legally described as:

> Part of Lot 4, of Nelsen Business Park, to the City of Fremont, Dodge County, Nebraska, being described as follows: Beginning at the Southwest Corner of said Lot 4; thence N00°27'27"E (assumed bearing) on the West Line of said Lot 4, a distance of 73.16 feet to a point of curvature; thence northwesterly continuing on said West Line on a 532.50 foot radius curve to the left an arc distance of 170.62 feet to a point of reverse curvature, the chord of said curve bears N08°43'30"W 169.89 feet; thence northerly continuing on said West Line on a 467.50 foot radius curve to the right an arc distance of 149.85 feet to a point of tangency, the chord of said curve bears N08°43'30"W 149.21 feet; thence N00°27'27"E continuing on said West Line, a distance of 76.42 feet to a point on the West Right-of-Way Line of U.S. Highway No. 275, as previously described and recorded in Book 2005, page 0228, of the Dodge County Register of Deeds records; thence S86°00'00"E on said West Right-of-Way Line, a distance of 100.92 feet, thence S81 °36'18"E

continuing on said West Right-of-Way Line, a distance of 411.49 feet; thence S27°30'16"E continuing on said West Right-of-Way Line, a distance of 449.43 feet to a point on the South Line of said Lot 4; thence N89°56'04"W on said South Line, a distance of 668.09 feet to the true point of beginning, containing 5.76 acres, more or less.

2. **Tax Increment Financing**. The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CDA of the private improvements to be made by the Redeveloper for a period not to exceed fifteen (15) years after the Project Effective Date of January 1, 2021. The Tax Increment so captured by the CDA shall be used to make the public improvements as described in the Redevelopment Agreement.

3. **Remaining Terms**. The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the CDA offices in Fremont, Nebraska.

"CDA"

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

_____
_____, Chairperson

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, Chairperson of the Community Development Agency of the City of Fremont, Nebraska, on behalf of the Agency.

_____
Notary Public

"REDEVELOPER"

DEL PETERSON AND ASSOCIATES, INC., a Nebraska corporation

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020, by _____, _____ of Del Peterson and Associates, Inc., a Nebraska corporation, on behalf of the corporation.

_____
Notary Public

~~4842-4270-2781~~4826-0797-3309, v. ~~1~~2

COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA

RESOLUTION NO. 2020-008

(Redevelopment Agreement for the DPA Auctions Redevelopment Project)

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA APPROVING THE REDEVELOPMENT AGREEMENT FOR THE DPA AUCTIONS REDEVELOPMENT PROJECT AND AUTHORIZING THE ISSUANCE OF TAX INCREMENT FINANCING INDEBTEDNESS.

WHEREAS, the Community Development Agency of the City of Fremont, Nebraska (the "CDA") on May 26, 2020 approved and adopted an Amendment to the Redevelopment Plan for a certain redevelopment area located in the City of Fremont, Nebraska and identified as Redevelopment District #3 (the "Redevelopment Area") and a Cost-Benefit Analysis for the DPA Auctions Redevelopment Project (the "Project") pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 et seq. (the "Act");

WHEREAS, a copy of the Redevelopment Agreement by and between the CDA and Del Peterson and Associates, Inc., a Nebraska corporation, that will implement and govern the Project (the "Redevelopment Agreement") is attached as Attachment "A" and incorporated herein by this reference;

WHEREAS, on June 9, 2020, a meeting of the Community Development Agency was held at the Fremont City Council Chambers, 400 East Military Road, in Fremont, Nebraska in order to determine whether the Redevelopment Agreement should be approved;

WHEREAS, the Redevelopment Plan and the Redevelopment Agreement will, in accordance with the present and future needs of the City of Fremont, promote the health, safety, morals, order, convenience, prosperity and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act;

WHEREAS, the Redevelopment Plan is feasible and is in conformance with the general plan for development of the City and its objectives are being accomplished in the Redevelopment Agreement for the Project;

WHEREAS, the Project as described in the Redevelopment Agreement would not be economically feasible as designed without the use of tax increment financing; and the Project as designed would not occur in the Redevelopment Area without the use of tax increment financing; and the Project is in the long-term best interests of the community;

WHEREAS, the Community Development Agency has reviewed the Redevelopment Agreement and has found it to be in conformity with the Act and the general plan for development of the City of Fremont, and in the best interests of the City of Fremont; and

WHEREAS, pursuant to the provisions of the Act and in light of the foregoing

findings and determinations, the Community Development Agency desires to approve the Redevelopment Agreement and to approve the issuance of TIF Indebtedness in the form of the TIF Note attached to the Redevelopment Agreement as Exhibit "B-1", in an amount not to exceed Six Hundred Thirty Two Thousand and No/100 dollars ($632,000.00).

NOW, THEREFORE, BE IT RESOLVED, that the Community Development Agency of the City of Fremont, Nebraska does hereby approve and adopt the Redevelopment Agreement in substantially the form attached hereto as Attachment "A";

BE IT FURTHER RESOLVED, that the Community Development Agency of the City of Fremont hereby authorizes its legal counsel to finalize the terms and conditions of the Redevelopment Agreement on behalf of the Community Development Agency, and that any and all actions previously taken by its legal counsel to fulfill this resolution are hereby ratified and approved, except that the amount of the TIF Indebtedness and the use of the TIF proceeds shall not be modified without the consent and approval of the Community Development Agency;

BE IT FURTHER RESOLVED, that the Community Development Agency of the City of Fremont is hereby authorized, following the lapse of thirty (30) days after the approval of the Redevelopment Agreement, to issue TIF indebtedness in an amount not to exceed Six Hundred Thirty Two Thousand and No/100 dollars ($632,000.00), in the form of the TIF Note attached to the Redevelopment Agreement as Exhibit "B-1", with such TIF Indebtedness to be repaid solely from the Tax Increment created by the Project and does not represent the general obligation of the Community Development Agency nor the City of Fremont; and

BE IT FURTHER RESOLVED, that the Community Development Agency hereby authorizes its Chair to execute and deliver the Redevelopment Agreement and to take all such other actions contemplated and required by the Redevelopment Agreement and to fulfill the resolutions set forth above.

DATED THIS 9th DAY OF June, 2020.

THE CITY OF FREMONT, NEBRASKA

By: _____
Scott Getzschman, Chairperson

ATTEST: _____
Tyler Ficken, City Clerk

ATTACHMENT "A"

Redevelopment Agreement

[See Attached]

STAFF REPORT

TO: Honorable Mayor and Fremont City Council

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

DATE: June 9, 2020

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

Recommendation: Approve resolution 2020-112

Background:

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

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

The Utility & Infrastructure Board approved this recommendation with a 5-0 vote at their meeting on May 12, 2020.

Fiscal Impact:

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

REIMBURSEMENT AND

INDEMNIFICATION AGREEMENT

FOR DESIGN ENGINEER

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

PRELIMINARY STATEMENT

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

WHOLESTONE FARMS, INC.

A Nebraska Corporation,

By:_____

Name:_____

Title:_____

ATTEST

_____
Tyler Ficken, City Clerk

CITY OF FREMONT, NEBRASKA,

A municipal political subdivision of the State of Nebraska,

By:_____
Scott Getzschman, Mayor

APPROVED AS TO FORM

_____
Travis Jacott, City Attorney

AMENDMENT NO. 1 TO REIMBURSEMENT AND INDEMNIFICATION FOR DESIGN ENGINEER

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

RECITALS

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

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

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

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

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

3. Amendments.

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

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

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

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

DRAFT

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

"1. Wholestone shall reimburse the City:

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

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

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

(e) The paragraph identified as 7 under Terms and Conditions of the certain Reimbursement and Indemnification for Design Engineer Agreement be amended to read as follows:

"The City and WholeStone each agree to abide by all federal, state, and local laws, statutes, ordinances and regulations governing the activities discussed herein. Wholestone shall comply with, and indemnify the City against any violations by Wholestone of applicable State or County electrical codes regulating any electrical usage or equipment by Wholestone that causes harm to City equipment. Wholestone shall have the right to assert its own defenses against any allegations that it has violated applicable electrical codes or that the violation caused damages."

4. General Terms.

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

DRAFT

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

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

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

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

WHOLESTONE FARMS, INC.
A Nebraska Corporation,

By: _____

Name: _____

Title:_____

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

By: _____

Name: Scott Getzschman

Title: Mayor

ATTEST

_____
Tyler Ficken, City Clerk

APPROVED AS TO FORM

_____
City Attorney

DRAFT

RESOLUTION NO. 2020-112

A Resolution of the City Council of the City of Fremont, Nebraska, to authorize the execution of Amendment No. 1 to Reimbursement and Indemnification Agreement with WholeStone Farms Inc.

WHEREAS, staff has reviewed Amendment No. 1 and found it to be acceptable; and,

WHEREAS, WholeStone Farms Inc. has reviewed and approved said amendment; and,

WHEREAS, The Utility & Infrastructure Board approved this recommendation with a 5-0 vote at their meeting on May 12, 2020.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Fremont, that the Mayor be authorized to sign the attached Amendment No. 1 to Reimbursement and Indemnification Agreement with WholeStone Farms Inc.

PASSED AND APPROVED THIS 9th DAY OF JUNE, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

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

DATE: June 9, 2020

SUBJECT: Professional Services Agreement with Davis Design, Inc., for Architectural Services in connection with the Proposed Aircraft Terminal Building at the Fremont Airport

Recommendation: Approve Resolution 2020-113 approving Architectural Services Agreement for the Airport Terminal Building.

Background: The City of Fremont, has entered into previous Architectural and Engineering Design Agreements with Davis Design of Lincoln, Nebraska for the planning and design of a proposed new Terminal Building and Aircraft Apron Area at the Fremont Airport. This agreement was approved by the City Council at their April 11, 2017 meeting. A Phase 1 (Schematic Design Phase) was entered into with Davis Design on January 28th, 2020.

The initial phase of the effort was to provide a needs assessment and site layout design for the proposed site, mostly FAA and NDOT coordination. Davis Design had procured the services of Burns McDonnell of Kansas City to complete the planning phase of the project and to coordinate with the FAA to program this project. The site layout has been approved by the FAA and NDOT. This phase of the project is under construction at the present time.

Phase 1 Services were for the Schematic, or Preliminary Design Process, where the options and layouts were considered by Staff and the Airport Advisory Board. The Board approved these at the May 15th Board Meeting. Fee for services of Phase 1 were $25,000.00. The schematic process included floorplan and site layout for the terminal building, but also considered the layout of an attached FBO maintenance hangar.

Phase 2 Services will take the approved schematic site and floor plan of the Terminal Building and FBO Maintenance Hangar, and prepare the final construction documents and construction cost estimates. The Architectural Services Agreement for Phase 2 Services was approved by the Advisory Board at their May 15th meeting. The Board approved the agreement and recommended the Agreement to the City Council for their consideration at the May 26th City Council meeting.

The purpose of designing both the terminal and FBO buildings does not commit the City to constructing both buildings at this time. The two buildings will share a common wall, the intent is to design both buildings at the same time and avoid future retrofitting inconsistencies.

Phase 3 will be construction management phase services during the actual construction of the project. The fee for phase 3 will be negotiated prior to commencing to the construction phase.

Fiscal Impact: The fee for services for Phase 2 services is $160,000.00, plus reimbursable expenses. The cost of design work will be paid with City Funds and has been approved in the 2019/2020 Capital Improvement Plan.

Project:	**Fremont Municipal Airport**
	Terminal & FBO Building
Estimate Type:	Cost Estimate (Schematic Design)(*Revised 5-12-2020*)
Date:	Tuesday, May 12, 2020
New Terminal Building Area	3,645 SF
New FBO Facility Building Area	15,600 SF
Total New Building Area	19,245 SF
Terminal Building Construction Costs	$1,388,043
FBO Building Construction Costs	$1,590,577
Total Project Construction Costs Only	$2,978,620
Design Fees and Soft Costs for Full Project	$297,862
Total Project Costs	$3,276,482
Estimated By:	Davis Design & Alfred Benesch

Terminal Building

		Quantity		Unit Cost	Amount	Total
1.	**Sitework**					
a.	Misc. Grading and Earthwork	4,500	CY	$15.00	$67,500	
b.	8" Sanitary Sewer	1,200	LF	$65.00	$78,000	
c.	6" Fire Water Line	1,200	LF	$55.00	$66,000	
d.	2.5" Domestic Water Line	1,200	LF	$60.00	$72,000	
e.	Post Indicator Valve	1	EA	$2,000.00	$2,000	
f.	6"Concrete Slab At Public Parking Lot	1,456	SY	$60.00	$87,333	
g.	Rock Overflow Parking at Public Parking Lot	1	Lump Sum	$5,000.00	$5,000	
h.	Sidewalks and Patio	1,290	SF	$5.50	$7,095	
i.	8" Access Road to Old Highway #30	936	SY	$75.00	$70,183	
j.	8" Access Road and Parking to North Side of FBO	0	SY	$75.00	$0	
k.	11" Concrete North of Apron Drive	0	SY	$95.00	$0	
l.	11" Concrete South of Apron Drive	0	SY	$95.00	$0	
m.	Seeding	2	Acre	$4,500.00	$9,000	
n.	Storm Water Pollution prevention	1	LS	$5,000.00	$5,000	
o.	Pavement Marking	1	LS	$3,000.00	$3,000	
p.	Site Lighting Allowance at Parking Lot	1	Poles	$5,000.00	$5,000	$477,112
2.	**Terminal Building Construction**					
a.	New Terminal Facility	3,645	SF	$225.00	$820,125	$820,125
	General Construction Costs Estimate					**$1,297,237**
	Contingency				**7.00%**	**$90,807**
	Total Estimated Project Construction Costs					**$1,388,043**

FBO Facility

1.	**Sitework**					
a.	Misc. Grading and Earthwork	0	CY	$15.00	$0	
b.	8" Sanitary Sewer	0	LF	$65.00	$0	
c.	6" Fire Water Line	0	LF	$55.00	$0	
d.	2.5" Domestic Water Line	0	LF	$60.00	$0	
e.	Post Indicator Valve	0	EA	$2,000.00	$0	
f.	6"Concrete Slab At Public Parking Lot	0	SY	$60.00	$0	
g.	Rock Overflow Parking at Public Parking Lot	0	Lump Sum	$5,000.00	$0	
h.	Sidewalks and Patio	0	SF	$5.50	$0	
i.	8" Access Road to Old Highway #30	0	SY	$75.00	$0	
j.	8" Access Road and Parking to North Side of FBO	383	SY	$75.00	$28,725	
k.	11" Concrete North of Apron Drive	699	SY	$95.00	$66,426	
l.	11" Concrete South of Apron Drive	524	SY	$95.00	$49,769	
m.	Seeding	0	Acre	$4,500.00	$0	
n.	Storm Water Pollution prevention	0	LS	$5,000.00	$0	
o.	Pavement Marking	0	LS	$3,000.00	$0	
p.	Site Lighting Allowance at Parking Lot	0	Poles	$5,000.00	$0	$144,921
2.	**FBO Building Construction**					
a.		15,600	SF	$86.00	$1,341,600	$1,341,600
	General Construction Costs Estimate					**$1,486,521**
	Contingency				**7.00%**	**$104,056**
	Total Estimated Project Construction Costs					**$1,590,577**

davisdesign

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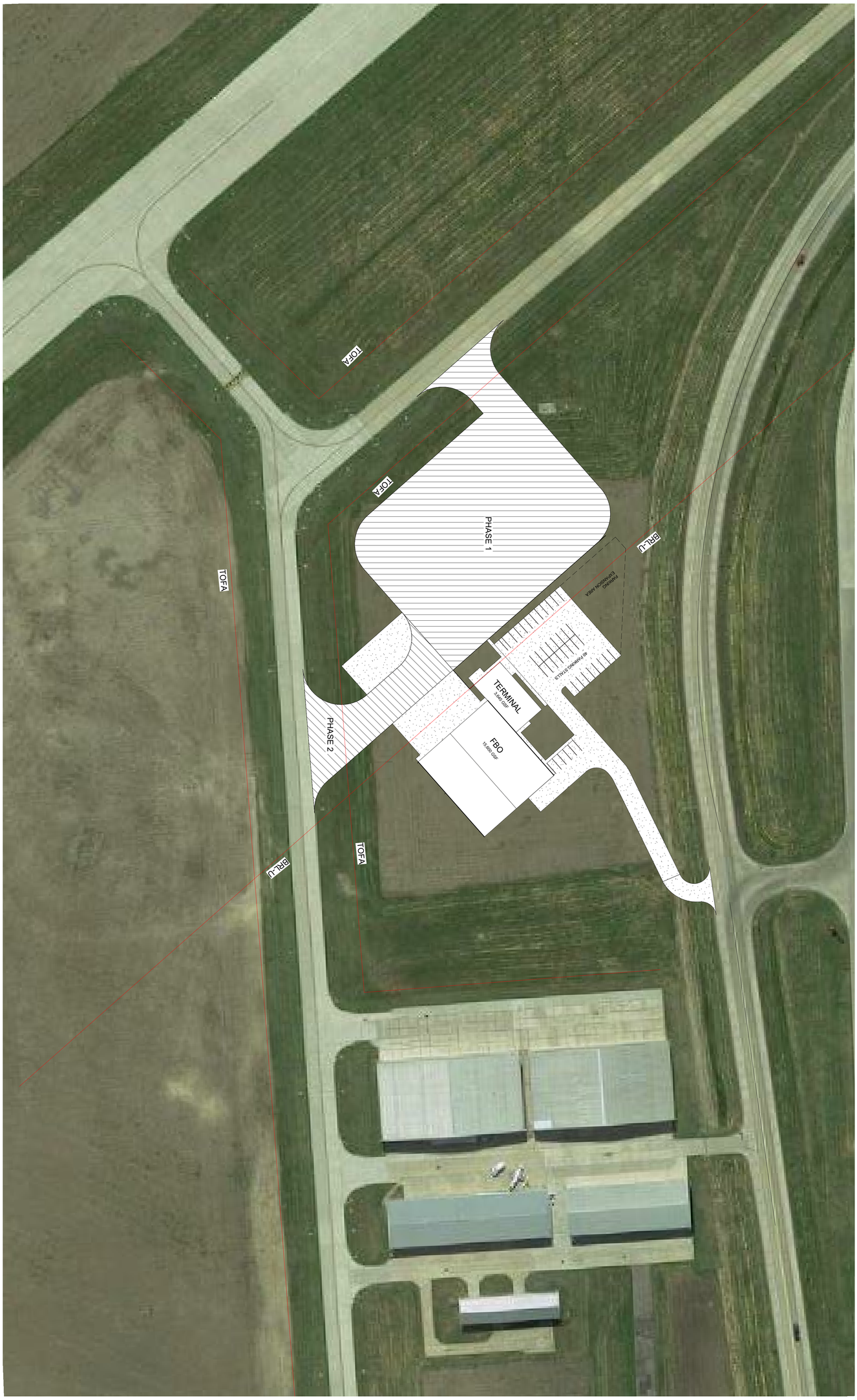

1 SITE PLAN
1" = 60'-0"

City of Fremont

Fremont Airport Terminal

Site Plan

A-001
05/04/2020

davis design

Lincoln
1221 N Street, Suite 600
Lincoln NE 68508
Phone 402-476-9700
Fax 402-476-9722

Vermillion
15 East Main, Suite 201
Vermillion SD 57069
Phone 605-624-1081

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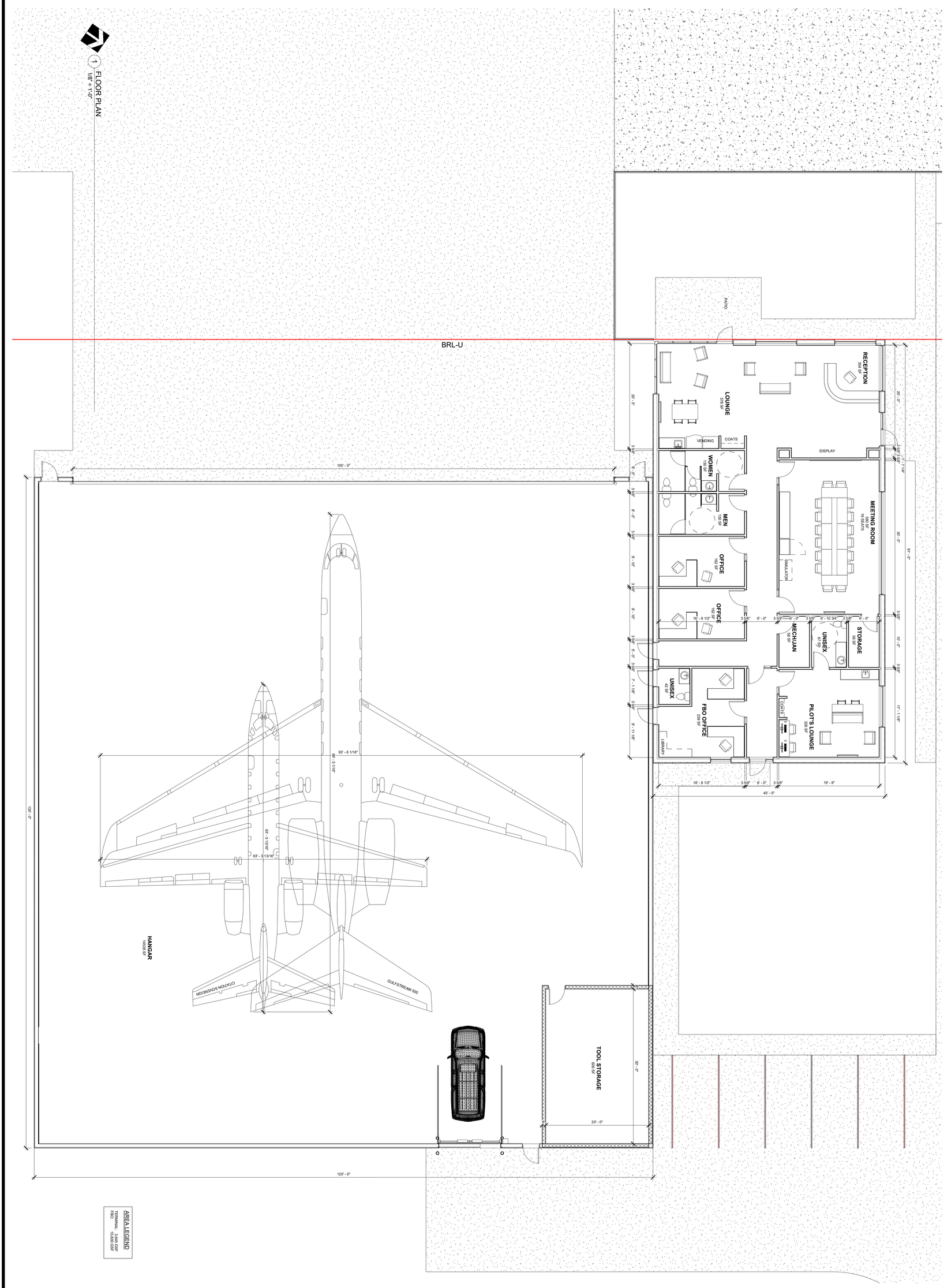

City of Fremont

Fremont Airport Terminal

Floor Plan

A-002
05/04/2020

davis design

Lincoln
1221 N Street, Suite 600
Lincoln NE 68508
Phone 402-476-9700
Fax 402-476-9722

Vermillion
15 East Main, Suite 201
Vermillion SD 57069
Phone 605-624-1081

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

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

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Fremont
400 East Military Avenue
Fremont, Nebraska 68502-5141

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

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

Davis Design, Inc.
1221 N Street, Suite 600
Lincoln, Nebraska 68508
Telephone: (402) 476-9700

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

Fremont Municipal Airport
New Airport Terminal
Phase 2 Design Construction Documents
Fremont, Nebraska

This project is for a proposed new Airport Terminal Facility at the Fremont Municipal Airport. This contract is for the complete design and construction documents for the project as well as the bidding process.

This contract includes the design of an Airport Terminal and Fixed Base Operations (FBO) building. The terminal and the FBO are being designed to be operated as one building. It is likely that only the Airport Terminal will move to the bidding stage. Both facilities are being designed at this time to save on design and construction costs. In addition, many things must be coordinated (common wells, fortings, floor plans, restrooms, office, utilities, and etc.) for a complete design.

The Owner and Architect agree as follows.

Init.
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

None at the time of this contract.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To be located at the Fremont Airport, and access to the Old Highway 30 will be included. The terminal is approximately 3,700 sf, and the FBO is approximately 14,600 sf.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Construction costs for the terminal range from $1,600,000 - $1,900,000. Total construction costs with FBO are approximately $3,300,000. Design fees are not included in these values.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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.1 Design phase milestone dates, if any:

Begin Design: June 1, 2020.
Design Complete: September 1, 2020..

.2 Construction commencement date:

Fall 2020.

.3 Substantial Completion date or dates:

Spring 2021.

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design / Bid / Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Project will not include LEED Design.

~~**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mr. Dave Goedeken, Director of Public Works
City of Fremont
400 East Military Avenue
Fremont, Nebraska 68025-5141
Telephone: (402) 727-2636

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Veronica Trujillo

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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Alfred Benesch & Company
825 M Street, Suite 100
Lincoln, Nebraska 68508

.2 Civil Engineer:

Alfred Benesch & Company
825 M Street, Suite 100
Lincoln, Nebraska 68

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

None at the time of this contract.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Mr. Michael A. Wachal
Davis Design, Inc.
1221 N Street, Suite 600
Lincoln, Nebraska 68508

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Work to be completed by Davis Design under this contract.

.2 Mechanical Engineer:

Work to be completed by Davis Design under this contract.

.3 Electrical Engineer:

Work to be completed by Davis Design under this contract.

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§ **1.1.11.2** Consultants retained under Supplemental Services:

None at the time of this contract.

§ **1.1.12** Other Initial Information on which the Agreement is based:

None at the time of this contract.

§ **1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ **1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ **1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ **2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ **2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as ~~expeditiously~~ ***reasonably*** as is consistent with such professional skill and care and the orderly progress of the Project.

§ **2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ **2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ **2.5** ***The Architect shall maintain the following insurance until termination of this Agreement.*** ~~If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~

§ **2.5.1** ***Commercial General Liability with policy limits*** ~~of not less than ($) for each occurrence and ($) in the aggregate for bodily injury and property damage.~~***as identified in attached Davis Design Certificate of Insurance (Exhibit A).***

§ **2.5.2** ***Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits*** ~~of not less than ($) per accident for bodily injury, death of any person, and property damage arising out of the~~

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~~ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~***as identified in attached Davis Design Certificate of Insurance (Exhibit A).***

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability ~~through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~***as identified in attached Davis Design Certificate of Insurance (Exhibit A).***

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits ~~not less than ($) each accident, ($) each employee, and ($) policy limit.~~***as identified in attached Davis Design Certificate of Insurance (Exhibit A).***

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits ~~of not less than ($) per claim and ($) in the aggregate.~~***as identified in attached Davis Design Certificate of Insurance (Exhibit A)***

.1 General Liability - Umbrella

$5,000,000

.2 Automobile Liability

$1,000,000/each occurrence

.3 Workers' Compensation

$1,000,000/each occurrence

.4 Professional Liability

$5,000,000

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. ***See attached Davis Design Certificate of Insurance (Exhibit A).***

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall

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provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement ~~and~~ ***or construction*** delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect ~~shall~~ ***may*** present its preliminary evaluation to the Owner and ~~shall~~ ***may*** discuss with the Owner alternative approaches to design and construction of the Project. The Architect ~~shall~~ ***may*** reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect ~~shall~~ ***may*** consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements, ***building code, life safety code, and requirements*** of governmental authorities having jurisdiction over the ~~Project~~ Project***, and as described in 3.1.5,*** into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

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.2 organizing and conducting a pre-bid conference for prospective bidders;
.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
.2 organizing and participating in selection interviews with prospective contractors;
.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or

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procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- **.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- **.2** issue Certificates of Substantial Completion;
- **.3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- **.4** issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

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§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	***Completed in Phase 1 under separate contract.***
§ 4.1.1.2 Multiple preliminary designs	***Completed in Phase 1 under separate contract.***
§ 4.1.1.3 Measured drawings	***Not provided.***
§ 4.1.1.4 Existing facilities surveys	***Not provided.***
§ 4.1.1.5 Site evaluation and planning	***Not provided.***
§ 4.1.1.6 Building Information Model management responsibilities	***Included in contract.*** ***Level of Design - 200***
§ 4.1.1.7 Development of Building Information Models for post construction use	***Not provided.***
§ 4.1.1.8 Civil engineering	***Included in contract.***
§ 4.1.1.9 Landscape design	***Included in contract.***
§ 4.1.1.10 Architectural interior design	***Included in contract.***
§ 4.1.1.11 Value analysis	***Not provided.***
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	***Included in contract.***
§ 4.1.1.13 On-site project representation	***Not provided.***
§ 4.1.1.14 Conformed documents for construction	***Not provided.***
§ 4.1.1.15 As-designed record drawings	***Provided in Phase 3.***
§ 4.1.1.16 As-constructed record drawings	***Provided in Phase 3.***
§ 4.1.1.17 Post-occupancy evaluation	***Not provided.***
§ 4.1.1.18 Facility support services	***Not provided.***
§ 4.1.1.19 Tenant-related services	***Not provided.***
§ 4.1.1.20 Architect's coordination of the Owner's consultants	***Not provided.***
§ 4.1.1.21 Telecommunications/data design	***By Owner.***
§ 4.1.1.22 Security evaluation and planning	***By Owner.***
§ 4.1.1.23 Commissioning	***Not provided.***
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	***Not provided.***
§ 4.1.1.25 Fast-track design services	***Not provided.***
§ 4.1.1.26 Multiple bid packages	***Not provided.***

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Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.27 Historic preservation	***Not provided.***
§ 4.1.1.28 Furniture, furnishings, and equipment design	***Not provided.***
§ 4.1.1.29 Other services provided by specialty Consultants	***Not provided.***
§ 4.1.1.30 Other Supplemental Services	***Not provided.***
§ 4.1.1.31 ***Electronic Document Service***	***By Owner.***

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

None at the time of this contract.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

None at the time of this contract.

~~**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the ~~Architect,~~ Architect ***or Architect's consultants,*** any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.7** Preparation for, and attendance at, a public presentation, meeting or hearing;

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.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

~~.9 Evaluation of the qualifications of entities providing bids or proposals;~~

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing ~~a~~ ***an extensive number of*** Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to ***an extensive number of*** the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require ***extensive*** evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 ***Two*** (***2***) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 ***Two*** (***2***) visits to the site by the Architect during construction

.3 ***One*** (***1***) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 ***One*** (***1***) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. ***The Owner shall*** ~~update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the~~

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~~Owner shall notify the Architect. The Owner and the Architect shall thereafter agree~~ ***not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the*** ~~Project's~~ ***Project scope and quality.***

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated ~~proposal,~~ proposal ***by 15% or more,*** the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents ***for which the Architect is responsible under this Agreement*** as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall

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be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by ~~mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement.~~ mediation,. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~***The mediator shall be chosen by mutual agreement of the parties.***

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

~~[ ] Arbitration pursuant to Section 8.3 of this Agreement~~

[*X*] Litigation in a court of competent jurisdiction

~~[ ] Other: *(Specify)*~~

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

~~**§ 8.3 Arbitration**~~

~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

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~~**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.4 Consolidation or Joinder**~~
~~**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

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§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

0.00

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is ~~located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for ~~Construction.~~Construction***, as amended***.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access ***as determined by the Owner*** to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect ~~in writing~~ of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

~~.1 Stipulated Sum~~

~~*(Insert amount)*~~.3 Other

(Describe the method of compensation)

The fees for the design of the new terminal building will be in three phases. The phases are as identified below:

~~.2 Percentage Basis~~

~~*(Insert percentage value)*~~***Phase 1: Phase 1 of the contract will be to complete the Schematic Design Phase of the contract. This work will be done on an hourly, not-to-exceed amount of $25,000. (This phase is complete.)***

~~( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~***Phase 2: Phase 2 of the contract will be based upon a lump sum fee to complete the design and coordinate the bidding process. This work will begin after Phase 1 is complete, and the City of Fremont has approved the lump sum design fees to complete the remainder of the project. Lump sum fee of $160,000.00.***

~~.3 Other~~

~~*(Describe the method of compensation)*~~

Phase 3: Phase 3 of the contract will be based upon a lump sum fee to complete the Construction observation and administration services. This work will begin after Phase 2 is complete, and the City of Fremont has approved the lump sum design fees to complete the construction services phase.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly based on rates listed in the attached Hourly Rate Schedule (included in Exhibit B).

Init.
/

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§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly based on rates listed in the attached Hourly Rate Schedule (included in Exhibit B).

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the ~~Architect plus percent (%), or as follows:~~Architect:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Hourly based on rates listed in the attached Hourly Rate Schedule (included in Exhibit B).

Schematic Design Phase	***Ten***	percent (	***10***	%)
Design Development Phase	***Forty***	percent (	***40***	%)
Construction Documents Phase	***Forty-five***	percent (	***45***	%)
Bidding Phase	***Five***	percent (	***5***	%)
Construction Phase	***Zero***	percent (	***0***	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as ~~follows:~~

~~Schematic Design Phase~~		~~percent (~~		~~%)~~
~~Design Development Phase~~		~~percent (~~		~~%)~~
~~Construction Documents Phase~~		~~percent (~~		~~%)~~
~~Procurement Phase~~		~~percent (~~		~~%)~~
~~Construction Phase~~		~~percent (~~		~~%)~~
~~Total Basic Compensation~~	~~one hundred~~	~~percent (~~	~~100~~	~~%)~~

noted in the attached Design Fees (Exhibit B).

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Hourly rates are as listed in the attached Hourly Rate Schedule (included in Exhibit B).

Employee or Category	**Rate ($0.00)**

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

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.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related ~~expenditures.~~expenditures ***previously approved by the Owner.***

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ***Ten Percent*** percent (***10*** %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of ***Zero Dollars*** ($ ***0.00***) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ***Sixty*** (***60***) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

~~%~~

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

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ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

~~**.2** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
~~*(Insert the date of the E203-2013 incorporated into this agreement.)*~~

_____

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

_____

~~[ ]~~ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Certificate of Insurance
Exhibit B - Design Fees

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)* 5.5.20
Mr. Dave Goedeken, Director of Public Works	***Michael A. Wachal, Principal / CFO***
(Printed name and title)	*(Printed name, title, and license number, if required)*

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User Notes: (1333212525)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Michael A. Wachal, PE, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 13:29:35 CT on 05/05/2020 under Order No. 3895528071 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

Michael A Wachal

(Signed)

Principal / CFO

(Title)

5·5·2020

(Dated)

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User Notes: (1333212525)

Client#: 31259 DAVIS5

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/03/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

EXHIBIT A

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
INSPRO Insurance
P.O. Box 6847
Lincoln, NE 68506
402 483-4500

CONTACT NAME: Laura Paulsen
PHONE (A/C, No, Ext): 402-484-2722 FAX (A/C, No): 402-484-2728
E-MAIL ADDRESS: lpaulsen@isproins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Insurance Company	
INSURER B : Arch Insurance Co	11150
INSURER C : Chubb Group of Insurance Companies	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Davis Enterprises
DBA Davis Design, Inc.
1221 N Street Suite 600
Lincoln, NE 68508-2030

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			8K72202A	07/01/2019	07/01/2020	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			8K728822	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB / OCCUR			8K731469	07/01/2019	07/01/2020	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB / X CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			8K826471	07/01/2019	07/01/2020	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Professional			PAAEP0105700	11/30/2018	11/30/2019	$5,000,000	
C	Management Liability			82118222	07/01/2019	07/01/2020	$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: New Airport Terminal

CERTIFICATE HOLDER

Fremont Municipal Airport
400 East Military Ave
Fremont, NE 68025

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James D. Mibbed

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Exhibit B

City of Fremont, Nebraska
New Airport Terminal Facility
Phase #2 – Construction Documents
DESIGN FEES
May 6, 2020

This proposal outlines the basic design fee structure to be used for the compensation to the Architect. The Architect is responsible for all the architectural, interior design, civil/site design, landscaping design, structural, mechanical, electrical, and construction administration. Interior design (selection of colors and materials) is included in the finished spaces. Furniture, Furnishings, & Equipment (FFE) selection is not included in the base fee below. Items specifically excluded from the scope of the design contract are as follows:

1. LEED
2. City/Public Utilities and Streets.
3. Zoning, re-platting, or other property issues.

The design project includes the design of a new Airport Terminal building as well as a future FBO (fixed based operations) building. The Terminal and the FBO are intended to be designed as one facility to maximize the efficiency of operations and reduce the total cost of construction and design. The buildings are to share a common wall, footings, and work as one entity. It is likely that only the Terminal Building will move to the Phase #3 for construction. But, sense the buildings are designed to operate as one facility and share many components of construction (walls, rest rooms, offices, utilities, parking, driveways, apron) it is the desire of the Fremont Airport Board to have both facilities designed at the same time to save overall construction and design costs and to coordinate all construction related issues. Bidding is included in this contact. It is likely that the FBO will be delayed in the bidding process due to budget needs.

Phase #1: Schematic Design, this phase is complete.
Phase #2: Construction Documents, Included in this contract.
Phase #3: Construction Administration, to be determined in the future.

Major changes to the scope of work after review and approval of the documents will be subject to additional services. This proposal assumes that the FAA will not require any additional CATEX, Environmental assessment studies, or other items to continue with the design of the terminal.

On the following page is an outline of the design fees for the project.

Exhibit B

City of Fremont, Nebraska
New Airport Terminal Facility
Phase #2 – Construction Documents
DESIGN FEES
May 6, 2020

Item Description

The fees for the design of the new terminal building will be in three phases. The phases are as identified below:

Phase 1: Complete

Phase 2: Phase 2 of the contract will be based upon a lump sum fee to complete the Design and to coordinate the bidding process. This work will begin after Phase 1 is complete, and the City of Fremont has approved the lump sum design fees to complete the remainder of the project design. **The total lump sum for the design fees are $160,000.00.**

Phase 3: Phase 3 of the contract will be based upon a lump sum fee to complete the Construction Observations and Administration Services. This work will begin after Phase 2 is complete, and the fees will be determined at that time.

Surveying and geotechnical services will be required on this project. They have already been approved by the City of Fremont personnel because they were on site for the Terminal Taxiway project. Cost for the survey and geotechnical work will be passed along to the owner as a reimbursable expense without mark-up by Davis Design.

The design fees will be invoiced monthly. The invoices shall reflect the amount of work/effort completed to the date of the invoice. All invoicing will be based upon a percentage of completion for phase #2.

Reimbursable expenses shall be as outlined in the contract or as further defined and developed within this paragraph. All reimbursable expenses that reflect the costs of direct expenses to the project such as printing, renderings, lodging, meal allowances, models, etc. are not included in the fees noted above and will be invoiced to the Owner with a markup of 1.10 per the contract. Travel expenses will reflect the current IRS federal rate for mileage as well as the hourly rates of the people involved in the travel. Mileage and travel expenses shall not include a 1.10 mark up.

Other items that are not included as part of the scope of work is as follows:

- Submittal Exchange Fees (Approx $5,500.00 to be added as reimbursable expense.
- 3D High Resolution Renderings
- Permits and Fees by governing authorities
- Environmental studies or issues
- LEED design and documentation
- Changes requested by owner after approval process is complete
- Special inspections as required by local and international building codes
- IT, Phone, Data, AV system design. or other communications.
- Printing of plans for contractor/owner use.
- Federal/State/Local Taxes on services.
- Additional insurance costs above our standard coverage limits.
- Multiple phased project cost that will require additional construction administration time.

The Terminal project is not funded by the FAA and therefore will not be required to follow all of the FAA rules and regulations. Although the project is connected to the Taxiway project that is currently be done, the terminal project will not be subject to FAA funding or FAA regulations. Clearances and other items of safety required by the FAA will be followed.

Work items that are not specifically outlined in the scope of the Architects services will be considered additional services. Additional services will be performed on an hourly basis based upon the following rates, or a negotiated fee of some other arrangement with prior agreement by both parties.

On the following page are the hourly rates to be used for additional service items.

Exhibit B

City of Fremont, Nebraska
New Airport Terminal Facility
Phase #2 – Construction Documents
DESIGN FEES
May 6, 2020

Davis Design, Inc.
Hourly Rate Schedule

Position	Hourly Rate
Principal, Project Manager	$190.00
Project Architect, AIA	$130.00
Architectural Designer	$115.00
Structural Engineer, PE	$150.00
Structural Designer	$120.00
Mechanical Engineer, PE	$150.00
Mechanical Designer	$120.00
Electrical Engineer, PE	$150.00
Electrical Designer	$120.00
Interior Designer	$100.00
CAD Technician	$ 95.00
Construction Administrator	$115.00
Administrative	$ 65.00

The hourly rates noted above are valid thru June 1, 2020. Salaries are to be adjusted on a yearly basis at a rate of 4.0% per year. This annual adjustment will occur on June 1, 2020. The adjustment will apply to additional services requested only. The lump sum design fee noted above will not require adjusted rates.

Submitted By,

Davis Design, Inc.

Michael A. Wachal, PE
Principal, CFO

RESOLUTION NO. 2020-113

A Resolution of the City Council of the City of Fremont, Nebraska to authorize to approval of Architectural Services Agreement with Davis Design, Inc. for Design Services in connection with the Aircraft Terminal Building at the Fremont Airport.

WHEREAS, the City of Fremont has entered into the original Engineering Services agreement with Davis Design, Inc. on April 11, 2017; and

WHEREAS, The City of Fremont has entered into Phase 1 Services of the Architectural Services Agreement with Davis Design, Inc. on January 28, 2020; and

WHEREAS, Phase 2 Services of the Architectural Services Agreement is a not to exceed amount of $160,000.00 (Plus reimbursable expenses); and

WHEREAS, Fees for Phase 3 Services will be negotiated at a later date.

NOW THEREFORE BE IT RESOLVED: That the City Council of the City of Fremont, Nebraska to authorize to approve the Architectural Services Agreement with Davis Design, Inc. in connection with the Aircraft Terminal Building at the Fremont Airport.

PASSED AND APPROVED THIS 9th DAY OF June, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

Newton, Brian

From: Richart, Ann <ann.richart@nebraska.gov>
Sent: Thursday, June 4, 2020 2:00 PM
To: Newton, Brian
Cc: Goedeken, Dave
Subject: RE: Airport Economic Impact Study Data for Fremont

Brian –

The report is not quite complete yet, but I do have FET numbers. Total annual economic impact of the Fremont Airport is $10,541,000. This includes $2,663,000 in payroll for 91 total jobs that the airport creates.

This does not mean that there are 91 people who work on the airport, obviously, but includes businesses that provide services to the airport. The $10,541,000 total includes direct revenue that the airport brings in, average annual construction costs on the airport, and the money that airport users and passengers spend in town.

I hope this gives you what you need. Let me know if there's anything else we can do to support you.

Ann

Ann B. Richart, AAE
Director of Aeronautics
Nebraska Department of Transportation
(402) 471-7922

From: Newton, Brian <Brian.Newton@fremontne.gov>
Sent: Thursday, June 4, 2020 11:58 AM
To: Richart, Ann <ann.richart@nebraska.gov>
Cc: Goedeken, Dave <Dave.Goedeken@fremontne.gov>
Subject: Airport Economic Impact Study Data for Fremont

Hi Ann, I hope you are well! Next Tuesday evening the Fremont City Council will consider the approval of an Architectural Services Agreement with Davis Design for the new terminal building design. I know you said the State commissioned a study to determine the economic impact an airport has on the City its located in. Is that study available or are the numbers available for Fremont? Having this information would really help us explain the value of the airport as an important economic development tool for the City.

If you can provide me with some information from the study, I would greatly appreciate it. If not, I understand.

Thank you! Brian

CITY OF FREMONT NEBRASKA

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Troy Schaben, Assistant City Administrator - Utility

DATE: June 9, 2020

SUBJECT: Revise Municipal Code Section 3-103

Recommendation: Hold 1st Reading of Revisions to Municipal Code Section 3-103

Background: Section 3-103 states:

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

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

Staff recommends revising Section 3-103 to:

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

The UIB voted 5-0 to approve changes at the May 12, 2020 meeting.

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

ORDINANCE NO. 5534

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, REPEALING AND REPLACING CHAPTER 3, ARTICLE 1, SECTION 3-103 OF THE FREMONT MUNICIPAL CODE AND ALL OTHER ORDINANCES OR PARTY OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, THAT:

SECTION 1: Chapter 3, Article 1, Sec. 3-103. – Municipal Water System; application for service; meter and service requirements generally; prorating monthly water bill.

Every person desiring a supply of water from the City shall make application to the Department of Utilities for the same. Each applicant shall have the water service installed by a licensed plumber, the cost of which shall be borne by the applicant.

Not more than one (1) residence shall be supplied through one (1) meter, and each water service shall be provided with an outside accessible standard curb cock with box of a design approved by the Department of Utilities. All fractions of a month shall be charged and considered as provided in section 3-118. No water will be furnished except through a meter furnished by the Department of Utilities. Each attached single family dwelling unit must be provided with an individual connection to the main. Splitting a single service connection to serve multiple individual single family units is not allowed

SECTION II. REPEAL OF CONFLICTING ORDINANCES. That any other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION III. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval, and publication according to law. This ordinance shall be published in pamphlet form on _____ ___, 2020 and distributed as a City Ordinance.

PASSED AND APPROVED THIS ____ DAY OF_____, 2020:

_____
Scott Getzschman, Mayor

Attest:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Troy Schaben, Assistant City Administrator - Utility

DATE: June 9, 2020

SUBJECT: Revise Municipal Code Section 3-231

Recommendation: Hold first reading for Revisions to Municipal Code Section 3-231

Background: Section 3-231 states:
"A separate and independent building sewer shall be provided for every building except:

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

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

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

Staff recommends revising section 3-231 to:

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

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

responsibility for damage caused by or resulting from any such single connection aforementioned.

(2) Where attached single family dwelling units are approved by the City Council per the requirements of City of Fremont Municipal Code, Chapter 11, one (1) building sewer must be provided for each attached dwelling units. Splitting services to multiple units is not allowed."

The UIB approved the revision 5-0 at the May 12, 2020 meeting.

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

ORDINANCE NO. 5535

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, REPEALING AND REPLACING CHAPTER 3, ARTICLE 2, SECTION 3-231 OF THE FREMONT MUNICIPAL CODE AND ALL OTHER ORDINANCES OR PARTY OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, THAT:

SECTION 1: Chapter 3, Article 2, Sec. 3-231. – Building sewer installation; single premise.

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

1. Where one (1) building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one (1) building sewer, but the City does not and will not assume any obligation or responsibility for damage caused by or resulting from any such single connection aforementioned; or,
2. Where attached single family dwelling units are approved by the City Council per the requirements of City of Fremont Municipal Code, Chapter 11, one (1) building sewer must be provided for each attached dwelling unit. Splitting services to multiple units is not allowed.

SECTION II. REPEAL OF CONFLICTING ORDINANCES. That any other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION III. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval, and publication according to law. This ordinance shall be published in pamphlet form on _____ ___, 2020 and distributed as a City Ordinance.

PASSED AND APPROVED THIS ____ DAY OF_____, 2020:

_____
Scott Getzschman, Mayor

Attest:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jody Sanders, CPA, Director of Finance

DATE: June 9, 2020

SUBJECT: Claims

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 City Council, and authorize checks to be drawn on the proper accounts.

Background: Council will review claims via email June 5, 2020. In addition, Staff is requesting approval by the Council to pay claims that will become due and payable (by virtue of contractual agreements or regulatory requirements) before the next City Council 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 City Council 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 – sales & lodging tax collected by the City at various facilities.
- Health and dental claims paid by the City's third-party administrator Blue Cross and Blue Shield, as well as Health care reinsurance premiums payable.
- Life and Disability (ST & LT) premiums payable to Lincoln National Life Insurance Co. monthly
- Workers compensation claims paid by the City's third-party administrator Tri-Star.
- Transmission and energy purchases payable to Southwest Power Pool.
- 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, 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, bank analysis fees and occasionally NSF fees from our Ambulance Billing contractor. These are based on a fee schedule.

Fiscal Impact:	City/Governmental funds claims total	$ 1,007,922.16
	Utility funds claims total	$ 1,753,338.57
	Total of all claims	$ 2,761,260.73

PREPARED 05/28/2020 7:41:06 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 05282020 SHEETSJ

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		One vendor per page? (Y,N)	N
Bank/Vendor	X	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: Bank/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 NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000584	00	CEI							
20200528		PR0528		00	05/28/2020	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	106,784.22
							VENDOR TOTAL *	.00	106,784.22
0004234	00	DEPARTMENT OF UTILITIES C S							
20200528		PR0528		00	05/28/2020	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	1,545.33
							VENDOR TOTAL *	.00	1,545.33
0005193	00	DEPARTMENT OF UTILITIES PAYROLL							
20200528		PR0528		00	05/28/2020	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	63,525.18
							VENDOR TOTAL *	.00	63,525.18
0003226	00	FRATERNAL ORDER OF POLICE #37							
20200514		PR0514		00	05/28/2020	001-0000-201.00-00	PAYROLL SUMMARY	840.00	
20200528		PR0528		00	05/28/2020	001-0000-201.00-00	PAYROLL SUMMARY	840.00	
							VENDOR TOTAL *	1,680.00	
0004629	00	INTERNAL REVENUE SERVICE **EFT**							
20200528		PR0528		00	05/28/2020	001-0000-201.00-00	PAYROLL SUMMARY	77,886.97	
							VENDOR TOTAL *	77,886.97	
0006970	00	INTL ASSN OF FIREFIGHTERS							
20200528		PR0528		00	05/28/2020	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	893.51
							VENDOR TOTAL *	.00	893.51
0005477	00	LAUGHLIN TRUSTEE, KATHLEEN A							
20200528		PR0528		00	05/28/2020	001-0000-201.00-00	PAYROLL SUMMARY	1,123.00	
							VENDOR TOTAL *	1,123.00	
0003205	00	NEBRASKA PUBLIC EMPLOYEES LOCAL 251							
20200514		PR0514		00	05/28/2020	001-0000-201.00-00	PAYROLL SUMMARY	450.00	
20200528		PR0528		00	05/28/2020	001-0000-201.00-00	PAYROLL SUMMARY	450.00	
							VENDOR TOTAL *	900.00	
				00	General Fund		BANK TOTAL *	81,589.97	172,748.24

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003370	00	BLUE CROSS BLUE SHIELD OF NEBRASKA							
05/26/20		MANUAL000418		01	05/26/2020	060-0660-442.70-01	05/13/20-05/19/20	CHECK #: 101335	32,932.67
05/26/20		MANUAL000419		01	05/26/2020	060-0660-443.70-01	05/13/20-05/19/20	CHECK #: 101335	4,198.60
05/27/20		MANUAL000422		01	05/27/2020	060-0660-442.70-01	05/20/20-05/26/20	CHECK #: 101337	83,582.63
05/27/20		MANUAL000423		01	05/27/2020	060-0660-443.70-01	05/20/20-05/26/20	CHECK #: 101337	4,551.68
							VENDOR TOTAL *	.00	125,265.58
0006845	00	ROCKY MOUNTAIN RESERVE LLC							
05/26/20		MANUAL000407		01	05/26/2020	060-0660-444.70-01	05/18/20-05/24/20	CHECK #: 101336	6,131.44
							VENDOR TOTAL *	.00	6,131.44
				01	Employee Benefits		BANK TOTAL *	.00	131,397.02
							HAND ISSUED TOTAL ***		131,397.02
							EFT/EPAY TOTAL ***		172,748.24
							TOTAL EXPENDITURES ****	81,589.97	304,145.26
							GRAND TOTAL **********		385,735.23

Account Number	Employee Name	Social Security	Deposit Amount

Final Total 240,346.40 Count 177

CITY OF FREMONT
ELECTRONIC WITHDRAWAL LIST

FOR CITY COUNCIL MEETING: 6/09/20

AJ GROUP NO	VENDOR NAME	WITHDRAWAL DATE	ACCOUNT NO	ITEM DESCRIPTION	WITHDRAWAL AMOUNT
3603	Simplifile	05/26/20	001-1003-415.20-33	REGISTER OF DEEDS FILING	12.00
3705	AUTHNET	06/02/20	001-2031-455.20-99	LIBRARY AUTHORIZATION	25.00
3671	TSYS MERCHANT SOLUTIONS	06/03/20	001-1003-415.20-99	CREDIT CARD FEES	268.23
3671	TSYS MERCHANT SOLUTIONS	06/03/20	001-1003-415.20-99	CREDIT CARD FEES	1,601.42
3671	TSYS MERCHANT SOLUTIONS	06/03/20	001-2029-451.20-99	CREDIT CARD FEES	40.86
3671	TSYS MERCHANT SOLUTIONS	06/03/20	001-2042-440.20-99	CREDIT CARD FEES	22.02
				TOTAL EXPENDITURES	1,969.53

PREPARED 06/04/2020 10:25:29 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 06042020 SHEETSJ

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		One vendor per page? (Y,N)	N
Bank/Vendor	X	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: Bank/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#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000959	00	ACE HARDWARE							
118686/3		PI4082	038538	00	06/10/2020	001-1013-432.30-79	BLANKET PURCHASE ORDER	20.73	
118690/3		PI4083	038538	00	06/10/2020	001-1013-432.30-49	BLANKET PURCHASE ORDER	31.98	
118803/3		PI4189	038538	00	06/10/2020	001-1206-422.30-56	BLANKET PURCHASE ORDER	222.99	
118764/3		PI4187	038538	00	06/10/2020	001-2027-452.20-60	BLANKET PURCHASE ORDER	146.25	
118764/3		PI4188	038538	00	06/10/2020	001-2027-452.30-56	BLANKET PURCHASE ORDER	43.53	
118677/3		PI4080	038538	00	06/10/2020	012-2025-431.30-32	BLANKET PURCHASE ORDER	113.64	
118677/3		PI4081	038538	00	06/10/2020	012-2025-431.30-44	BLANKET PURCHASE ORDER	29.97	
118724/3		PI4084	038538	00	06/10/2020	012-2025-431.30-56	BLANKET PURCHASE ORDER	72.99	
							VENDOR TOTAL *	682.08	
0006884	00	ADAMS & SULLIVAN PC LLO							
06032020		PI4246	038896	00	06/10/2020	001-1016-412.20-34	BLANKET PURCHASE ORDER	20,297.18	May City attorney
06032020		PI4247	038896	00	06/10/2020	001-1016-412.20-34	BLANKET PURCHASE ORDER	20,297.17	services
							VENDOR TOTAL *	40,594.35	
0006169	00	AMERICAN BROADBAND INTERNET							
51514 0620		PI4208	038648	00	06/10/2020	001-2031-419.20-12	BLANKET PURCHASE ORDER	200.00	
							VENDOR TOTAL *	200.00	
0000983	00	ARPS							
28068		PI4190	038540	00	06/10/2020	012-2025-431.30-69	BLANKET PURCHASE ORDER	35.00	
							VENDOR TOTAL *	35.00	
0002954	00	ASPHALT AND CONCRETE MATERIALS CO							
00046563		PI4128	038667	00	06/10/2020	012-2025-431.30-69	FIELD PURCHASE ORDER	385.56	
							VENDOR TOTAL *	385.56	
0006846	00	AT&T MOBILITY LLC							
5708X05112020		PI4124	038637	00	06/10/2020	001-1209-421.20-12	GENERAL	705.78	
							VENDOR TOTAL *	705.78	
0004311	00	BAUER BUILT INC							
880075493		PI4087	038542	00	06/10/2020	001-1004-424.20-60	BLANKET PURCHASE ORDER	14.00	
880075493		PI4088	038542	00	06/10/2020	001-1004-424.30-63	BLANKET PURCHASE ORDER	6.00	
880075540		PI4089	038542	00	06/10/2020	001-1004-424.30-63	BLANKET PURCHASE ORDER	58.50	
880075490		PI4085	038542	00	06/10/2020	001-1209-421.20-60	BLANKET PURCHASE ORDER	28.00	
880075490		PI4086	038542	00	06/10/2020	001-1209-421.30-63	BLANKET PURCHASE ORDER	12.00	
880075654		PI4191	038542	00	06/10/2020	012-2025-431.30-63	BLANKET PURCHASE ORDER	10.00	
							VENDOR TOTAL *	128.50	
0004035	00	BOMGAARS SUPPLY INC							
16535122		PI4092	038543	00	06/10/2020	001-1013-432.30-49	BLANKET PURCHASE ORDER	8.99	
16533757		PI4090	038543	00	06/10/2020	001-2027-452.30-56	BLANKET PURCHASE ORDER	124.99	
16537053		PI4192	038543	00	06/10/2020	001-2027-452.30-56	BLANKET PURCHASE ORDER	32.94	
16534089		PI4091	038543	00	06/10/2020	012-2025-431.30-63	BLANKET PURCHASE ORDER	29.47	
16535122		PI4093	038543	00	06/10/2020	012-2025-431.30-33	BLANKET PURCHASE ORDER	43.98	
							VENDOR TOTAL *	240.37	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006534	00	CAPPEL AUTO SUPPLY INC							
2634-00-018947		PI4104	038573	00	06/10/2020	001-1004-424.30-63	BLANKET PURCHASE ORDER	52.66	
2634-00-019018		PI4105	038573	00	06/10/2020	001-1004-424.30-63	BLANKET PURCHASE ORDER	11.38	
2634-00-019073		PI4106	038573	00	06/10/2020	001-1004-424.30-63	BLANKET PURCHASE ORDER	20.97	
2634-00-019312		PI4108	038573	00	06/10/2020	001-1206-422.30-63	BLANKET PURCHASE ORDER	140.46	
2634-00-018713		PI4102	038573	00	06/10/2020	001-2027-452.30-56	BLANKET PURCHASE ORDER	44.96	
2634-00-018720		PI4229	039635	00	06/10/2020	001-2027-452.30-56	BLANKET PURCHASE ORDER	558.99	
2634-00-018721		PI4103	038573	00	06/10/2020	012-2025-431.30-63	BLANKET PURCHASE ORDER	25.94	
2634-00-019126		PI4107	038573	00	06/10/2020	012-2025-431.30-79	BLANKET PURCHASE ORDER	28.02	
2634-00-019421		PI4203	038573	00	06/10/2020	012-2025-431.30-44	BLANKET PURCHASE ORDER	25.98	
2634-00-019421		PI4204	038573	00	06/10/2020	012-2025-431.30-63	BLANKET PURCHASE ORDER	111.37	
							VENDOR TOTAL *	1,020.73	
0000584	00	CEI							
JUN 20 WC		000432		00	06/10/2020	001-1015-415.10-26	JUN 20 WC	EFT:	29,534.25
JUN 20 WC		000433		00	06/10/2020	012-2025-431.10-26	JUN 20 WC	EFT:	1,416.67
							VENDOR TOTAL *	.00	30,950.92
0002675	00	CENTURYLINK (QWEST)							
4027272630	0520	PI4109	038575	00	06/10/2020	001-1015-415.20-12	BLANKET PURCHASE ORDER	896.20	
4027272664	0520	PI4111	038575	00	06/10/2020	001-1015-415.20-12	BLANKET PURCHASE ORDER	2.74	
4027279926	0520	PI4113	038575	00	06/10/2020	001-1015-415.20-12	BLANKET PURCHASE ORDER	49.49	
4027272630	0520	PI4110	038575	00	06/10/2020	012-2025-431.20-12	BLANKET PURCHASE ORDER	42.76	
4027279135	0520	PI4112	038575	00	06/10/2020	029-2034-466.20-12	BLANKET PURCHASE ORDER	104.96	
							VENDOR TOTAL *	1,096.15	
0001024	00	CHRISTENSEN LUMBER INC							
CLC00589842-001		PI4193	038544	00	06/10/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER	245.87	
CLC00590145-001		PI4194	038544	00	06/10/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER	173.56	
CLC00590345-001		PI4195	038544	00	06/10/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER	39.75	
CLC00590665-001		PI4196	038544	00	06/10/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER	114.78	
							VENDOR TOTAL *	573.96	
0006217	00	CIVIL SOLUTIONS LLC							
053120		PI4186	038120	00	06/10/2020	012-2032-431.45-20	GENERAL	8,790.00	
05312020		PI4245	039694	00	06/10/2020	012-2032-431.45-20	GENERAL	2,765.00	
							VENDOR TOTAL *	11,555.00	
0005994	00	CONSOLIDATED MANAGEMENT CO							
218280		PI4142	039659	00	06/10/2020	001-1209-421.20-13	GENERAL	63.51	
218316		PI4232	039659	00	06/10/2020	001-1209-421.20-13	GENERAL	76.19	
							VENDOR TOTAL *	139.70	
0002826	00	CONTINENTAL RESEARCH CORP							
0014883		PI4238	039668	00	06/10/2020	012-2025-431.30-32	FIELD PURCHASE ORDER	410.43	
							VENDOR TOTAL *	410.43	
0001643	00	CULLIGAN OF OMAHA							
977514		PI4125	038638	00	06/10/2020	001-1209-421.20-99	GENERAL	48.00	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001643	00	CULLIGAN OF OMAHA							
							VENDOR TOTAL *	48.00	
9999999	00	D&J TOYS & TREASURES							
174052 D&J TOYS000437				00	06/10/2020	001-0000-202.04-00	D&J TOYS/MAIN ARENA	500.00	
174052 D&J TOYS000438				00	06/10/2020	001-2026-347.05-00	D&J TOYS/MAIN ARENA	350.00	
							VENDOR TOTAL *	850.00	
0006718	00	DAVIS DESIGN INC							
26591		PI4134	039557	00	06/10/2020	029-2034-466.45-34	GENERAL	4,545.00	
							VENDOR TOTAL *	4,545.00	
0006979	00	DIAMOND VOGEL							
501460457		PI4133	039367	00	06/10/2020	012-2025-431.30-76	FIELD PURCHASE ORDER	12,499.50	
501463444		PI4221	039367	00	06/10/2020	012-2025-431.30-76	FIELD PURCHASE ORDER	3,762.45	
							VENDOR TOTAL *	16,261.95	
0003359	00	DODGE COUNTY HUMANE SOCIETY							
JUNE 2020		PI4127	038644	00	06/10/2020	001-1209-421.20-65	GENERAL	8,361.59	
							VENDOR TOTAL *	8,361.59	
0006061	00	ELEMETAL FABRICATION LLC							
17054		PI4234	039665	00	06/10/2020	012-2025-431.20-60	FIELD PURCHASE ORDER	77.00	
17054		PI4235	039665	00	06/10/2020	012-2025-431.30-63	FIELD PURCHASE ORDER	653.60	
							VENDOR TOTAL *	730.60	
0006894	00	EXTREME OUTDOOR POWER LLC							
PO039645		PI4141	039645	00	06/10/2020	001-2027-452.30-33	BLANKET PURCHASE ORDER	711.94	
							VENDOR TOTAL *	711.94	
0002050	00	FASTENAL COMPANY							
NEFRE175128		PI4094	038550	00	06/10/2020	012-2025-431.30-79	BLANKET PURCHASE ORDER	60.57	
NEFRE175154		PI4095	038550	00	06/10/2020	012-2025-431.30-63	BLANKET PURCHASE ORDER	16.25	
NEFRE175154		PI4096	038550	00	06/10/2020	012-2025-431.30-79	BLANKET PURCHASE ORDER	32.60	
NEFRE175441		PI4197	038550	00	06/10/2020	012-2025-431.30-76	BLANKET PURCHASE ORDER	182.41	
							VENDOR TOTAL *	291.83	
0006587	00	FASTENAU, HEATHER							
051220		PI4132	039212	00	06/10/2020	001-1004-424.20-99	GENERAL	340.00	
							VENDOR TOTAL *	340.00	
0003360	00	FREMONT AVIATION							
MAY 2020		PI4249	038768	00	06/10/2020	029-2034-466.20-99	BLANKET PURCHASE ORDER	4,432.40	
							VENDOR TOTAL *	4,432.40	
0001112	00	FREMONT ELECTRIC INC							
44138		PI4121	038598	00	06/10/2020	001-2027-452.20-60	BLANKET PURCHASE ORDER	240.00	
44138		PI4122	038598	00	06/10/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER	70.15	
							VENDOR TOTAL *	310.15	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001125	00	FREMONT PUBLIC SCHOOLS							
MAY 20 LIQUOR		000435		00	06/10/2020	001-0000-208.01-00	MAY 20 LIQUOR	500.00	
							VENDOR TOTAL *	500.00	
0001131	00	FREMONT TRIBUNE							
915490		PI4114	038577	00	06/10/2020	001-1003-415.20-33	BLANKET PURCHASE ORDER	29.46	
917837		PI4116	038577	00	06/10/2020	001-1003-415.20-33	BLANKET PURCHASE ORDER	12.76	
917927		PI4117	038577	00	06/10/2020	001-1003-415.20-33	BLANKET PURCHASE ORDER	13.74	
918095		PI4118	038577	00	06/10/2020	001-1003-415.20-33	BLANKET PURCHASE ORDER	17.34	
918524		PI4119	038577	00	06/10/2020	001-1003-415.20-33	BLANKET PURCHASE ORDER	43.20	
918533		PI4120	038577	00	06/10/2020	001-1003-415.20-33	BLANKET PURCHASE ORDER	173.82	
917118		PI4115	038577	00	06/10/2020	001-2027-452.20-33	BLANKET PURCHASE ORDER	4.26	
							VENDOR TOTAL *	294.58	
0002924	00	FREMONT WASTE TRANSFER							
MAY 20		000435		00	06/10/2020	001-2027-452.20-99	MAY 20	123.94	
MAY 20		000435		00	06/10/2020	012-2025-431.20-99	MAY 20	25.19	
							VENDOR TOTAL *	149.13	
0001139	00	GERHOLD CONCRETE CO INC							
146165		PI4097	038553	00	06/10/2020	012-2025-431.30-69	BLANKET PURCHASE ORDER	362.50	
147180		PI4098	038553	00	06/10/2020	012-2025-431.30-69	BLANKET PURCHASE ORDER	810.00	
147892		PI4099	038553	00	06/10/2020	012-2025-431.30-69	BLANKET PURCHASE ORDER	600.00	
148064		PI4100	038553	00	06/10/2020	012-2025-431.30-69	BLANKET PURCHASE ORDER	742.50	
							VENDOR TOTAL *	2,515.00	
0006651	00	HUISMAN, VERONICA Y							
05252020		PI4126	038642	00	06/10/2020	001-1209-421.20-99	GENERAL	25.00	
							VENDOR TOTAL *	25.00	
0001167	00	HY-VEE							
4817154775		PI4101	038554	00	06/10/2020	001-1013-432.30-79	BLANKET PURCHASE ORDER	5.38	
							VENDOR TOTAL *	5.38	
0005752	00	IMA INC - BENEFITS DIVISION							
3142		PI4243	039691	00	06/10/2020	060-0660-442.70-07	BLANKET PURCHASE ORDER	3,750.00	
							VENDOR TOTAL *	3,750.00	
0004542	00	KIMBALL MIDWEST							
7968624		PI4236	039667	00	06/10/2020	001-1209-421.30-63	FIELD PURCHASE ORDER	127.97	
7968624		PI4237	039667	00	06/10/2020	012-2025-431.30-33	FIELD PURCHASE ORDER	153.13	
							VENDOR TOTAL *	281.10	
9999999	00	KNOELL, AUDREY							
173968 KNOELL		000429		00	06/10/2020	001-0000-202.04-00	AUDREY KNOELL/MAIN ARENA	200.00	
173968 KNOELL		000430		00	06/10/2020	001-2026-347.05-00	AUDREY KNOELL/MAIN ARENA	880.00	
							VENDOR TOTAL *	1,080.00	
0002898	00	LARSEN INTERNATIONAL							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002898	00	LARSEN INTERNATIONAL							
C92813		PI4241	039685	00	06/10/2020	001-1206-422.20-60	GENERAL	322.15	
C92813		PI4242	039685	00	06/10/2020	001-1206-422.30-63	GENERAL	180.88	
							VENDOR TOTAL *	503.03	
0002654	00	LEAGUE ASSN OF RISK MANAGEMENT							
14119		PI4233	039663	00	06/10/2020	001-1015-415.20-47	BLANKET PURCHASE ORDER	13.17	
							VENDOR TOTAL *	13.17	
0006910	00	MAGNUM BUILDERS CORP							
523		PI4250	039351	00	06/10/2020	001-2042-440.40-13	BLANKET PURCHASE ORDER	19,000.00	Roof replacement, cemetery shop
							VENDOR TOTAL *	19,000.00	
0006212	00	MATHESON TRI-GAS INC							
21731167		PI4156	038558	00	06/10/2020	001-1206-422.30-32	BLANKET PURCHASE ORDER	111.44	
							VENDOR TOTAL *	111.44	
0006523	00	MCKESSON MEDICAL-SURGICAL							
04680461		PI4179	039637	00	06/10/2020	001-1206-422.30-33	GENERAL	29.72	
04928940		PI4183	039648	00	06/10/2020	001-1206-422.30-33	GENERAL	412.51	
							VENDOR TOTAL *	442.23	
0001229	00	MENARDS - FREMONT							
92807		PI4160	038560	00	06/10/2020	001-1206-422.30-56	BLANKET PURCHASE ORDER	187.60	
92064		PI4198	038560	00	06/10/2020	001-1206-422.30-56	BLANKET PURCHASE ORDER	30.45	
92415		PI4157	038560	00	06/10/2020	001-2027-452.30-33	BLANKET PURCHASE ORDER	69.99	
92544		PI4158	038560	00	06/10/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER	55.02	
92596		PI4159	038560	00	06/10/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER	84.50	
92872		PI4199	038560	00	06/10/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER	137.47	
92901		PI4200	038560	00	06/10/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER	13.98	
							VENDOR TOTAL *	579.01	
0001839	00	MIDWEST TURF & IRRIGATION							
3843608-00		PI4230	039640	00	06/10/2020	001-2027-452.30-56	BLANKET PURCHASE ORDER	855.84	
							VENDOR TOTAL *	855.84	
0000306	00	MPH INDUSTRIES INC							
6011454		PI4177	039613	00	06/10/2020	001-1209-421.40-90	GENERAL	9,888.00	
							VENDOR TOTAL *	9,888.00	
0003340	00	NEBRASKA DEPT OF AERONAUTICS							
1213630		PI4220	038754	00	06/10/2020	029-2034-466.20-99	BLANKET PURCHASE ORDER	EFT:	1,240.57
							VENDOR TOTAL *	.00	1,240.57
0002006	00	NEBRASKA DEPT OF REVENUE							
27 3392961	0520	PI4248	038582	00	06/10/2020	001-2026-451.20-99	BLANKET PURCHASE ORDER	31.44	
							VENDOR TOTAL *	31.44	
0001020	00	O'REILLY AUTOMOTIVE INC							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001020	00	O'REILLY AUTOMOTIVE INC							
0397-323175		PI4161	038562	00	06/10/2020	001-1004-424.30-63	BLANKET PURCHASE ORDER	10.48	
0397-323278		PI4178	039636	00	06/10/2020	001-1206-422.30-63	GENERAL	411.88	
0397-325049		PI4165	038562	00	06/10/2020	001-1209-421.30-63	BLANKET PURCHASE ORDER	18.53	
0397-323409		PI4163	038562	00	06/10/2020	001-2027-452.30-52	BLANKET PURCHASE ORDER	22.99	
0397-323409		PI4164	038562	00	06/10/2020	001-2027-452.30-56	BLANKET PURCHASE ORDER	11.84	
0397-323175		PI4162	038562	00	06/10/2020	012-2025-431.30-32	BLANKET PURCHASE ORDER	7.18	
							VENDOR TOTAL *	482.90	
0002888	00	OFFICENET							
940456-0		PI4184	039653	00	06/10/2020	001-2031-455.30-79	GENERAL	1,216.76	
							VENDOR TOTAL *	1,216.76	
0006122	00	OMG MIDWEST INC							
1573441		PI4175	039115	00	06/10/2020	012-2025-431.30-69	FIELD PURCHASE ORDER	1,281.15	
							VENDOR TOTAL *	1,281.15	
0001625	00	OTIS ELEVATOR COMPANY							
CK65208620		PI4155	038534	00	06/10/2020	001-1209-421.20-65	GENERAL	163.07	
							VENDOR TOTAL *	163.07	
0006314	00	PEST PRO'S INC							
TRA STA 052620		PI4170	038678	00	06/10/2020	001-1013-432.20-99	FIELD PURCHASE ORDER	25.00	
TS BAIT 0526200		PI4171	038678	00	06/10/2020	001-1013-432.30-79	FIELD PURCHASE ORDER	10.00	
H ARENA 052620		PI4152	038527	00	06/10/2020	001-2026-451.20-99	GENERAL	40.00	
SR CTR 052620		PI4154	038527	00	06/10/2020	001-2026-451.20-99	GENERAL	80.00	
CF BLFLD 052620		PI4150	038527	00	06/10/2020	001-2029-451.20-99	GENERAL	75.00	
CF SCR 052620		PI4151	038527	00	06/10/2020	001-2029-451.20-99	GENERAL	65.00	
SPLA STA 052620		PI4153	038527	00	06/10/2020	001-2030-451.20-99	GENERAL	75.00	
							VENDOR TOTAL *	370.00	
9999999	00	PLAHN, CONNIE							
174053 PLAHN		000439		00	06/10/2020	001-2026-347.05-00	CONNIE PLAHN/CLEMMONS	25.00	
							VENDOR TOTAL *	25.00	
0006773	00	PORT-A-JOHNS							
20-1246		PI4211	038671	00	06/10/2020	001-1013-432.20-99	FIELD PURCHASE ORDER	175.00	
							VENDOR TOTAL *	175.00	
0006199	00	PREMIER STAFFING INC							
14872		PI4227	039480	00	06/10/2020	001-2024-416.20-99	BLANKET PURCHASE ORDER	712.53	
							VENDOR TOTAL *	712.53	
0006971	00	R&D CONSTRUCTION LLC							
B15218 #1		PI4222	039465	00	06/10/2020	001-2026-451.40-13	BLANKET PURCHASE ORDER	22,356.00	Heated sidewalk installation at Friendship center
							VENDOR TOTAL *	22,356.00	
0002876	00	RAWHIDE CHEMOIL INC							
200318		PI4181	039642	00	06/10/2020	001-2027-452.30-44	BLANKET PURCHASE ORDER	108.07	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002876	00	RAWHIDE CHEMOIL INC							
200319		PI4182	039642	00	06/10/2020	001-2027-452.30-44	BLANKET PURCHASE ORDER	165.38	
200355		PI4239	039674	00	06/10/2020	012-2025-431.30-44	FIELD PURCHASE ORDER	1,099.89	
							VENDOR TOTAL *	1,373.34	
0006739	00	RAY MARTIN COMPANY OF OMAHA							
70115		PI4240	039684	00	06/10/2020	001-1209-421.20-60	GENERAL	315.00	
							VENDOR TOTAL *	315.00	
0006579	00	RISE BROADBAND							
0135917 0620		PI4172	038704	00	06/10/2020	029-2034-466.20-99	BLANKET PURCHASE ORDER	88.72	
							VENDOR TOTAL *	88.72	
9999999	00	ROUNDS, DAWN							
173969 ROUNDS		000428		00	06/10/2020	001-0000-202.04-00	DAWN ROUNDS/MTG ROOM	100.00	
							VENDOR TOTAL *	100.00	
0006713	00	SANDRY FIRE SUPPLY LLC							
INV-010413		PI4228	039573	00	06/10/2020	001-1206-422.30-56	GENERAL	735.00	
							VENDOR TOTAL *	735.00	
0006767	00	SAPP BROS INC							
IN3128314		PI4185	039657	00	06/10/2020	001-1206-422.30-44	GENERAL	574.00	
							VENDOR TOTAL *	574.00	
0006316	00	SCALES SALES & SERVICE INC							
19945		PI4209	038666	00	06/10/2020	001-1013-432.20-60	FIELD PURCHASE ORDER	593.00	
19945		PI4210	038666	00	06/10/2020	001-1013-432.30-79	FIELD PURCHASE ORDER	49.50	
							VENDOR TOTAL *	642.50	
0006787	00	SCHLOSSER ENTERPRISES INC							
CLIP11944		PI4223	039479	00	06/10/2020	001-1209-421.20-99	GENERAL	EFT:	60.00
CLIP11944		PI4224	039479	00	06/10/2020	001-2026-451.20-99	GENERAL	EFT:	180.00
CLIP11944		PI4225	039479	00	06/10/2020	001-2027-452.20-99	GENERAL	EFT:	2,590.00
CLIP11944		PI4226	039479	00	06/10/2020	012-2025-431.20-99	GENERAL	EFT:	980.00
							VENDOR TOTAL *	.00	3,810.00
0001652	00	SNAP-ON INDUSTRIAL							
ARV/43784657		PI4180	039639	00	06/10/2020	012-2025-431.30-33	FIELD PURCHASE ORDER	242.42	
							VENDOR TOTAL *	242.42	
0003375	00	STATE OF NEBRASKA - CELLULAR							
1220664		PI4174	038837	00	06/10/2020	001-1015-415.20-12	BLANKET PURCHASE ORDER	1,402.32	
1220662		PI4169	038634	00	06/10/2020	001-1209-421.20-99	GENERAL	49.70	
							VENDOR TOTAL *	1,452.02	
0004446	00	STRYKER MEDICAL DIVISION							
3032165 M		PI4231	039649	00	06/10/2020	001-1206-422.30-33	GENERAL	1,264.46	
							VENDOR TOTAL *	1,264.46	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006223	00	T SQUARE SUPPLY LLC							
27527		PI4201	038568	00	06/10/2020	001-2027-452.30-44	BLANKET PURCHASE ORDER	22.00	
27519		PI4166	038568	00	06/10/2020	012-2025-431.30-64	BLANKET PURCHASE ORDER	250.60	
							VENDOR TOTAL *	272.60	
0006063	00	TITAN MACHINERY INC (VICTORS)							
14028209		PI4202	038570	00	06/10/2020	001-2027-452.30-56	BLANKET PURCHASE ORDER	50.00	
14002958		PI4167	038570	00	06/10/2020	012-2025-431.30-32	BLANKET PURCHASE ORDER	31.16	
							VENDOR TOTAL *	81.16	
0005179	00	TRACTOR SUPPLY CREDIT PLAN							
336674		PI4168	038571	00	06/10/2020	001-2027-452.30-33	BLANKET PURCHASE ORDER	194.97	
							VENDOR TOTAL *	194.97	
0005809	00	US BANK CORPORATE PAYMENT SYSTEMS							
INV19037826		PI4176	039609	00	06/10/2020	001-1001-419.30-55	BLANKET PURCHASE ORDER	140.00	
							VENDOR TOTAL *	140.00	
0003337	00	WASTE CONNECTIONS INC							
5591651		000434		00	06/10/2020	001-1013-432.20-21	MAY 20	85,738.29	Hauling fees for May
5591704		PI4205	038628	00	06/10/2020	001-1206-422.20-99	BLANKET PURCHASE ORDER	157.70	
5591704		PI4206	038628	00	06/10/2020	001-1209-421.20-99	BLANKET PURCHASE ORDER	204.19	
5591759		PI4214	038694	00	06/10/2020	001-2026-451.20-99	BLANKET PURCHASE ORDER	274.93	
5591759		PI4215	038694	00	06/10/2020	001-2026-451.20-99	GENERAL	727.18	
5591759		PI4216	038694	00	06/10/2020	001-2027-452.20-99	GENERAL	57.99	
5591759		PI4217	038694	00	06/10/2020	001-2028-451.20-99	GENERAL	129.01	
5591759		PI4218	038694	00	06/10/2020	001-2030-451.20-99	GENERAL	249.94	
5591629		PI4212	038675	00	06/10/2020	001-2031-455.20-99	BLANKET PURCHASE ORDER	92.00	
5591629		PI4213	038675	00	06/10/2020	001-2031-455.20-99	GENERAL	27.00	
5591759		PI4219	038694	00	06/10/2020	001-2042-440.20-99	GENERAL	57.99	
5591704		PI4207	038628	00	06/10/2020	012-2025-431.20-99	BLANKET PURCHASE ORDER	165.95	
							VENDOR TOTAL *	87,882.17	
				00	General Fund		BANK TOTAL *	256,816.19	36,001.49

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003370	00	BLUE CROSS BLUE SHIELD OF NEBRASKA							
06/04/20		MANUAL000441		01	06/04/2020	060-0660-442.70-01	05/27/20-05/31/20	CHECK #: 101339	68,792.20
06/04/20		MANUAL000442		01	06/04/2020	060-0660-443.70-01	05/27/20-05/31/20	CHECK #: 101339	1,940.95
							VENDOR TOTAL *	.00	70,733.15
0006845	00	ROCKY MOUNTAIN RESERVE LLC							
06/03/20		MANUAL000426		01	06/03/2020	060-0660-444.70-01	05/25/20-05/31/20	CHECK #: 101338	4,734.69
							VENDOR TOTAL *	.00	4,734.69
				01	Employee Benefits		BANK TOTAL *	.00	75,467.84

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004427	00	FREMONT AREA COMMUNITY FOUNDATION							
05152020		PI4244	039692	04	06/10/2020	020-2066-490.60-16	BLANKET PURCHASE ORDER	1,500.00	This is KENO grant to Fremont Rural firefighters. FACF is holding that organization's funds.
							VENDOR TOTAL *	1,500.00	
0002924	00	FREMONT WASTE TRANSFER							
MAY 20		000435		04	06/10/2020	020-2066-490.60-21	MAY 20	49.18	
							VENDOR TOTAL *	49.18	
				04	Keno Fund		BANK TOTAL *	1,549.18	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003608	00	NORTHEAST NEBR ECONOMIC DEV DIST							
21105		PI4143	032511	08	06/10/2020	031-0782-465.20-99	BLANKET PURCHASE ORDER	270.00	
21146		PI4145	036236	08	06/10/2020	031-0782-465.20-99	BLANKET PURCHASE ORDER	180.00	
21160		PI4146	036236	08	06/10/2020	031-0782-465.20-99	BLANKET PURCHASE ORDER	180.00	
21167		PI4147	037651	08	06/10/2020	031-0782-465.20-99	BLANKET PURCHASE ORDER	300.00	
21172		PI4148	037651	08	06/10/2020	031-0782-465.20-99	BLANKET PURCHASE ORDER	60.00	
							VENDOR TOTAL *	990.00	
				08	CDBG Clearing		BANK TOTAL *	990.00	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003467	00	APCO INTERNATIONAL INC							
698018		PI4135	039623	09	06/10/2020	033-0789-421.20-13	BLANKET PURCHASE ORDER	119.00	
698659		PI4136	039623	09	06/10/2020	033-0789-421.20-13	BLANKET PURCHASE ORDER	119.00	
698660		PI4137	039623	09	06/10/2020	033-0789-421.20-13	BLANKET PURCHASE ORDER	119.00	
698738		PI4138	039623	09	06/10/2020	033-0789-421.20-13	BLANKET PURCHASE ORDER	99.00	
698862		PI4139	039623	09	06/10/2020	033-0789-421.20-13	BLANKET PURCHASE ORDER	119.00	
							VENDOR TOTAL *	575.00	
0002675	00	CENTURYLINK (QWEST)							
4026440105	0520	PI4078	038212	09	06/10/2020	033-0789-421.20-12	BLANKET PURCHASE ORDER	526.54	
4026440105	0520	PI4079	038212	09	06/10/2020	033-0789-421.20-12	BLANKET PURCHASE ORDER	526.54	
4027218752	0520	PI4123	038602	09	06/10/2020	033-0789-421.20-12	BLANKET PURCHASE ORDER	119.03	
402D250400	0520	PI4129	038728	09	06/10/2020	033-0789-421.20-12	BLANKET PURCHASE ORDER	784.19	
4027210396	0520	PI4130	038729	09	06/10/2020	033-0789-421.20-12	BLANKET PURCHASE ORDER	96.24	
							VENDOR TOTAL *	2,052.54	
0006791	00	GEO-COMM INC							
7938		PI4140	039624	09	06/10/2020	033-0789-421.20-65	BLANKET PURCHASE ORDER	5,000.00	
							VENDOR TOTAL *	5,000.00	
0000930	00	GREAT PLAINS COMMUNICATIONS INC							
9926520001	0520	PI4131	038770	09	06/10/2020	033-0789-421.20-12	BLANKET PURCHASE ORDER	224.32	
							VENDOR TOTAL *	224.32	
0003375	00	STATE OF NEBRASKA - CELLULAR							
1220697		PI4173	038730	09	06/10/2020	033-0789-421.20-12	BLANKET PURCHASE ORDER	768.00	
							VENDOR TOTAL *	768.00	
0004196	00	WESTEL SYSTEMS							
10190705		PI4149	038509	09	06/10/2020	033-0789-421.20-12	BLANKET PURCHASE ORDER	146.44	
							VENDOR TOTAL *	146.44	
				09	E911		BANK TOTAL *	8,766.30	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003608	00	NORTHEAST NEBR ECONOMIC DEV DIST							
21174		PI4144	033757	32	06/10/2020	032-0787-490.20-99	BLANKET PURCHASE ORDER	270.00	
							VENDOR TOTAL *	270.00	
				32	CDBG Revolving Loan account		BANK TOTAL *	270.00	
							HAND ISSUED TOTAL ***		75,467.84
							EFT/EPAY TOTAL ***		36,001.49
							TOTAL EXPENDITURES ****	268,391.67	111,469.33
							GRAND TOTAL **********		379,861.00

PREPARED 06/05/2020 11:08:47 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 06052020 SHEETSJ

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		One vendor per page? (Y,N)	N
Bank/Vendor	X	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: Bank/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

PROGRAM: GM339L AS OF: 06/10/2020 PAYMENT DATE: 06/10/2020
City of Fremont
General Fund BANK: 00

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
9999999	00	ANGST, LYNN							
173964 ANGST		000449		00	06/10/2020	001-2029-347.00-00	LYNN ANGST/MUSICAL	5.00	
							VENDOR TOTAL *	5.00	
9999999	00	DUTTON, MELODY							
173966 DUTTON		000448		00	06/10/2020	001-2029-347.00-00	MELODY DUTTON/MUSICAL	5.00	
							VENDOR TOTAL *	5.00	
				00	General Fund		BANK TOTAL *	10.00	
							TOTAL EXPENDITURES ****	10.00	
						GRAND TOTAL	**********		10.00

PREPARED 05/26/2020 8:41:52 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

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 / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004597	00	BP CANADA ENERGY MARKETING *WIRE*							
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

PREPARED 05/28/2020 7:41:20 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

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 NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000584	00	CEI							
20200528		PR0528		00	05/28/2020	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	117,722.49
							VENDOR TOTAL *	.00	117,722.49
0001964	00	IBEW LOCAL UNION 1536							
20200514		PR0514		00	05/28/2020	051-0000-241.00-00	PAYROLL SUMMARY	1,790.94	
20200528		PR0528		00	05/28/2020	051-0000-241.00-00	PAYROLL SUMMARY	1,790.94	
							VENDOR TOTAL *	3,581.88	
0004192	00	PAYROLL EFT DEDUCTIONS							
20200528		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

Account Number	Employee Name	Social Security	Deposit Amount

Final Total 273,696.84 Count 169

PREPARED 06/01/2020 9:24:12 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

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 / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003109	00	UPS							
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 GROUP NO	VENDOR NAME	WITHDRAWAL DATE	ACCOUNT NO	ITEM DESCRIPTION	WITHDRAWAL 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 Department of REVENUE
www.revenue.ne.gov

Nebraska and Local Sales and Use Tax Return

FORM 10

Tax Cat.	Nebr. I.D. Number	Rpt. Code	Tax Period
1	55808	1	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	

DO NOT FILE

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

PREPARED 06/04/2020 10:47:10 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

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
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 06/10/2020

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000959	00	ACE HARDWARE							
118644/3		PI4160		00	06/10/2020	051-5205-580.50-35	PO NUM 052066	67.40	
118832/3		PI4376		00	06/10/2020	053-6105-502.50-35	PO NUM 052066	6.41	
							VENDOR TOTAL *	73.81	
0005273	00	AG SMART ENTERPRISES LLC							
1241		PI4394		00	06/10/2020	053-6105-502.50-52	PO NUM 053816	10,416.00	
1241		PI4395		00	06/10/2020	053-6105-502.60-61	PO NUM 053816	5,400.00	
							VENDOR TOTAL *	15,816.00	
0003124	00	ALLIED ELECTRONICS INC							
9012702030		PI4182		00	06/10/2020	055-7105-502.50-35	PO NUM 053827	EFT:	418.53
							VENDOR TOTAL *	.00	418.53
0002612	00	ALTEC INDUSTRIES INC							
11407325		PI4391		00	06/10/2020	051-5205-580.50-35	PO NUM 053769	182.49	
11407325		PI4392		00	06/10/2020	051-5205-580.60-79	PO NUM 053769	12.84	
11408523		PI4393		00	06/10/2020	051-5205-580.50-35	PO NUM 053771	487.40	
							VENDOR TOTAL *	682.73	
9999999	00	ALVAREZ, JAIRO							
000075939		UT		00	06/10/2020	051-0000-143.00-00	MANUAL CHECK	84.46	
							VENDOR TOTAL *	84.46	
0003973	00	AMAZON CAPITAL SERVICES INC							
1YXFNGXJ7LMR		PI4184		00	06/10/2020	051-5001-922.50-42	PO NUM 053862	EFT:	1,793.86
							VENDOR TOTAL *	.00	1,793.86
0004585	00	AMERICAN BROADBAND INTERNET							
51262 0620		PI4385		00	06/10/2020	051-5001-922.50-53	PO NUM 052211	439.40	
							VENDOR TOTAL *	439.40	
0004587	00	AMERICAN UNDERGROUND SUPPLY LLC							
90259		PI4201		00	06/10/2020	053-6205-583.50-35	PO NUM 052132	7.45	
							VENDOR TOTAL *	7.45	
0004891	00	APEX INSTRUMENTS INC							
151776		PI4174		00	06/10/2020	051-5105-502.50-35	PO NUM 053623	204.15	
							VENDOR TOTAL *	204.15	
0005199	00	APX INC							
11156		PI4360		00	06/10/2020	051-5105-502.60-61	PO NUM 053163	EFT:	182.29
							VENDOR TOTAL *	.00	182.29
0002869	00	AQUA-CHEM INC							
00193383		PI4386		00	06/10/2020	053-6105-502.50-52	PO NUM 052239	2,413.26	
00193270		PI4175		00	06/10/2020	055-7105-502.50-52	PO NUM 053684	888.00	
00193260		PI4176		00	06/10/2020	055-7105-502.50-52	PO NUM 053706	1,199.00	
00193270		PI4177		00	06/10/2020	055-7105-502.50-52	PO NUM 053706	899.25	
00193328		PI4290		00	06/10/2020	055-7105-502.50-52	PO NUM 053684	888.00	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
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							
920012536		PI4150		00	06/10/2020	051-0000-154.00-00	PO NUM 053331	EFT: Undergground 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 / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002902	00	BORDER STATES / KRIZ-DAVIS							
							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 purchases
052018A885				00	06/10/2020	057-8205-807.50-02	May'20 CPEP4	46,035.00	
							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 / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
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 / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION		CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
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	SCADA project	EFT:	5,205.32
9082260		PI4346		00	06/10/2020	055-7205-583.60-58	PO NUM 049403	progress	EFT:	15,000.00
9082260		PI4347		00	06/10/2020	057-8205-870.60-58	PO NUM 049403	payments	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#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000247	00	GEXPRO							
S127643693-001		PI4374		00	06/10/2020	051-0000-153.00-00	PO NUM 053681	EFT:	2,323.29
							VENDOR TOTAL *	.00	2,323.29
9999999	00	GIBSON JR, WILLIAM R							
000068513		UT		00	06/10/2020	051-0000-143.00-00	MANUAL CHECK	146.32	
							VENDOR TOTAL *	146.32	
0001143	00	GLASS HOUSE							
56597		PI4370		00	06/10/2020	051-5105-502.50-35	PO NUM 053735	149.81	
56597		PI4371		00	06/10/2020	051-5105-502.60-61	PO NUM 053735	124.20	
							VENDOR TOTAL *	274.01	
0001742	00	GRAINGER							
9539519133		PI4197		00	06/10/2020	051-0000-153.00-00	PO NUM 053882	EFT:	223.28
							VENDOR TOTAL *	.00	223.28
0004707	00	GREAT PLAINS COMMUNICATIONS INC							
9927040235	0520	PI4203		00	06/10/2020	051-5001-922.50-53	PO NUM 052213	163.00	
9927040235	0520	PI4204		00	06/10/2020	051-5001-922.60-65	PO NUM 052213	1,000.00	
							VENDOR TOTAL *	1,163.00	
9999999	00	GROSS, JOLENE A							
000019531		UT		00	06/10/2020	051-0000-143.00-00	MANUAL CHECK	24.86	
							VENDOR TOTAL *	24.86	
0004469	00	HAYES MECHANICAL							
457118		PI4205		00	06/10/2020	051-5105-502.60-59	PO NUM 053215	1,239.15	
457108		PI4208		00	06/10/2020	051-5105-502.60-61	PO NUM 053791	12,783.52	
457109		PI4209		00	06/10/2020	051-5105-502.60-61	PO NUM 053791	2,054.50	
							VENDOR TOTAL *	16,077.17	
0002794	00	HDR ENGINEERING INC							
1200270691		PI4413		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	00	HERCULES INDUSTRIES INC							
110557		PI4191		00	06/10/2020	051-0000-154.00-00	PO NUM 053783	EFT:	1,234.80
							VENDOR TOTAL *	.00	1,234.80
9999999	00	HYBL, LEILA							
000075205		UT		00	06/10/2020	051-0000-143.00-00	MANUAL CHECK	148.94	
							VENDOR TOTAL *	148.94	
0004838	00	IML NORTH AMERICA LLC							
15142		PI4399		00	06/10/2020	051-5205-580.50-35	PO NUM 053898	1,863.28	
							VENDOR TOTAL *	1,863.28	
0003074	00	JACKSON SERVICES INC							
20200514		PR0514		00	06/10/2020	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	159.37

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
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							

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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	

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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							

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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							

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

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004696	00	PRIME COMMUNICATIONS INC							
60272		PI4264		00	06/10/2020	051-5001-940.60-61	PO NUM 053636	731.19	
							VENDOR TOTAL *	2,400.36	
0001629	00	PROCESS MEASUREMENT COMPANY							
NE26353-IN		PI4262		00	06/10/2020	051-5105-502.50-35	PO NUM 053514	321.46	
							VENDOR TOTAL *	321.46	
0004413	00	RADWELL INTERNATIONAL INC							
31395372		PI4267		00	06/10/2020	055-7105-502.60-59	PO NUM 053778	444.00	
							VENDOR TOTAL *	444.00	
0004168	00	RAILROAD MANAGEMENT CO III LLC							
418851		PI4255		00	06/10/2020	055-7205-583.60-77	PO NUM 052313	813.06	
							VENDOR TOTAL *	813.06	
0005035	00	RAILWORKS TRACK SYSTEMS INC							
183555		PI4401		00	06/10/2020	051-5105-502.60-58	PO NUM 053929	158,770.00	Progress payment on rail tracks at LDW Power Plant
							VENDOR TOTAL *	158,770.00	
0002876	00	RAWHIDE CHEMOIL INC							
18974		PI4269		00	06/10/2020	051-5001-940.50-30	PO NUM 053842	10,248.17	
							VENDOR TOTAL *	10,248.17	
0004939	00	RESCO							
785849-00		PI4248		00	06/10/2020	051-0000-154.00-00	PO NUM 053797	2,311.20	
786771-00		PI4250		00	06/10/2020	051-0000-154.00-00	PO NUM 053856	321.00	
							VENDOR TOTAL *	2,632.20	
0003790	00	RIEKES EQUIPMENT CO							
PWO040693-1		PI4261		00	06/10/2020	055-7105-502.60-59	PO NUM 053355	EFT:	864.00
SWO044469-1		PI4271		00	06/10/2020	055-7105-502.50-35	PO NUM 053887	EFT:	1,673.94
SWO044469-1		PI4272		00	06/10/2020	055-7105-502.60-61	PO NUM 053887	EFT:	1,430.00
SWO044469-1		PI4273		00	06/10/2020	055-7105-502.60-79	PO NUM 053887	EFT:	77.50
							VENDOR TOTAL *	.00	4,045.44
0005142	00	S & S LOCKSMITH CO							
3403		PI4274		00	06/10/2020	051-5001-932.50-35	PO NUM 053892	331.00	
3403		PI4275		00	06/10/2020	051-5001-932.60-61	PO NUM 053892	95.00	
							VENDOR TOTAL *	426.00	
0005128	00	SCHLOSSER ENTERPRISES INC							
CLIP11945		PI4361		00	06/10/2020	051-5001-932.60-61	PO NUM 053492	EFT:	90.00
CLIP11945		PI4362		00	06/10/2020	051-5001-940.60-61	PO NUM 053492	EFT:	40.00
CLIP11945		PI4363		00	06/10/2020	051-5105-502.60-61	PO NUM 053492	EFT:	130.00
CLIP11945		PI4364		00	06/10/2020	053-6105-502.60-61	PO NUM 053492	EFT:	170.00
CLIP11945		PI4365		00	06/10/2020	055-7205-583.60-61	PO NUM 053492	EFT:	105.00
CLIP11945		PI4366		00	06/10/2020	057-8205-870.60-61	PO NUM 053492	EFT:	20.00
							VENDOR TOTAL *	.00	555.00
0004661	00	SCREENING ONE INC							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
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#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001339	00	TIMME WELDING & SUPPLY LLC						
41924		PI4276		00 06/10/2020	051-5205-580.50-35	PO NUM 053896	267.50	
						VENDOR TOTAL *	267.50	
0004552	00	TITAN MACHINERY INC						
13991810		PI4265		00 06/10/2020	051-5205-580.50-48	PO NUM 053718	EFT:	976.93
13991810		PI4266		00 06/10/2020	051-5205-580.60-79	PO NUM 053718	EFT:	158.25
						VENDOR TOTAL *	.00	1,135.18
0000525	00	UTILITY EQUIPMENT CO						
40057597-000		PI4268		00 06/10/2020	053-6205-583.60-61	PO NUM 053833	700.00	
40057558-000		PI4327		00 06/10/2020	053-6205-583.60-61	PO NUM 053709	400.00	
						VENDOR TOTAL *	1,100.00	
0004172	00	UTILITY SAFETY AND DESIGN INC						
IN20201646		PI4313		00 06/10/2020	057-8205-870.60-61	PO NUM 046013	125.00	
						VENDOR TOTAL *	125.00	
9999999	00	VOLKMER, AMANDA J						
000073429		UT		00 06/10/2020	051-0000-143.00-00	MANUAL CHECK	18.38	
						VENDOR TOTAL *	18.38	
0003064	00	VOSS LIGHTING						
11109046-00		PI4307		00 06/10/2020	051-0000-154.00-00	PO NUM 053795	187.98	
						VENDOR TOTAL *	187.98	
0002907	00	WALNUT RADIO LLC (KHUB)						
20050279		PI4384		00 06/10/2020	051-5001-903.60-78	PO NUM 052205	234.00	
						VENDOR TOTAL *	234.00	
0002894	00	WASTE CONNECTIONS OF NE INC						
5591717		PI4380		00 06/10/2020	051-5001-932.50-49	PO NUM 052165	241.14	
5591717		PI4381		00 06/10/2020	051-5001-940.50-49	PO NUM 052165	503.00	
5591717		PI4382		00 06/10/2020	051-5105-502.50-49	PO NUM 052165	285.71	
5591717		PI4383		00 06/10/2020	055-7105-502.50-49	PO NUM 052165	1,030.91	
						VENDOR TOTAL *	2,060.76	
0004336	00	WATERLINK INC						
27820		PI4325		00 06/10/2020	051-5105-502.50-52	PO NUM 052845	992.38	
27820		PI4326		00 06/10/2020	051-5105-502.50-52	PO NUM 052845	2,061.97	
						VENDOR TOTAL *	3,054.35	
0000482	00	WESCO RECEIVABLES CORP						
482862		PI4243		00 06/10/2020	051-0000-159.00-00	PO NUM 053676	EFT:	1,202.08
481362		PI4246		00 06/10/2020	051-0000-154.00-00	PO NUM 053794	EFT:	674.10
484410		PI4247		00 06/10/2020	051-0000-154.00-00	PO NUM 053796	EFT:	7.12
484411		PI4249		00 06/10/2020	051-0000-154.00-00	PO NUM 053855	EFT:	813.20
487389		PI4341		00 06/10/2020	051-0000-154.00-00	PO NUM 053870	EFT:	701.92
						VENDOR TOTAL *	.00	3,398.42
0004342	00	WIESE PLUMBING & EXCAVATING INC						

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004342	00	WIESE PLUMBING & EXCAVATING INC							
12628		PI4277		00	06/10/2020	053-6105-502.50-35	PO NUM 053902	61.59	
12628		PI4278		00	06/10/2020	053-6105-502.60-61	PO NUM 053902	78.00	
							VENDOR TOTAL *	139.59	
0003818	00	WILLCO INC							
9833		PI4330		00	06/10/2020	055-7105-502.50-35	PO NUM 053858	249.00	
							VENDOR TOTAL *	249.00	
9999999	00	WITTMAYER,CLAYTON A							
000078911		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: Honorable Mayor and City Council

FROM: Jody Sanders, CPA, Director of Finance

DATE: June 9, 2020

SUBJECT: Report of Treasury

Recommendation: Move to receive Report of the Treasury

Background: This statement reports the bank account balances at the end of the prior month, and is available by the first council meeting of each month so it gives the Council up-to-the- month timely information regarding cash reserve balances.

More detailed information regarding the CD and CDAR investments are available on the City's website under Government.

Fiscal Impact: As noted in the report. The City's total increased $3,635,000 from April balances, which is reasonable with the property tax payment received from the County's April collections of $2,123,000. The Utility total decreased by $1,164,000, as project payments continue at the wastewater treatment plant.

Please note at the bottom of the second page that the City has several CDARs investments. The Certificate of Deposit Account Registry Service (**CDARS**) is a program that allows the public to spread money around various banks. The purpose of **CDARS** is to help people who invest in certificate of deposits (CDs) to stay below the Federal Deposit Insurance Corporation (FDIC) insurance limits at any given bank. These are listed separately, as they are exclusively insured separate and apart from FDIC coverage provided at each bank. These investment amounts are not included in the totals on the worksheet.

City of Fremont
Report of Treasury - Cash and Investment Bank Balances
May 31, 2020

	Statement ending balances					
Account Name	**First National Bank - Fremont**	**First State Bank**	**Pinnacle Bank of Fremont**	**Cornerstone Bank, Columbus**	**NE Land National Bank, North Platte**	**Nebraska Public Investment Trust**
Governmental						
Checking/Money Market						
City Treasurer	$ 12,394,359					
City Treasurer-M Mkt	$ 1,559,358					
SID #4	$ 61,290					
Special Revenue		$ 487,244				
Infrastructure - Sales Tax						$ 4,320
Insured M MKT ** -Sales Tax		$ 7,438,093				
Public Safety - Sales Tax						$ 945,850
Streets - Sales Tax						$ 227,562
Streets - M Mkt			$ 418,812			
Community Devlopment Agy	$ 1,498,288					
Keno			$ 367,056			
CDBG Clearing	$ 23,385					
CDBG Program Income	$ 73,854					
E911	$ 241,647					
Drug Task	$ 32,345					
Employee Benefits			$ 2,844,823			
Total Checking/Money Market	$ 15,884,526	$ 7,925,337	$ 3,630,691	$ -	$ -	$ 1,177,732
CD Investments						
General fund	$ 250,000		$ 7,500,000	$ 200,000		
Sales Tax/Infrastructure fund						
Sales Tax/Streets fund						
Sales Tax/LB840 fund			$ 3,000,000			
Street fund	$ 1,000,000	$ -	$ 3,100,000			
KENO fund			$ 200,000			
Trust Fund	$ 100,000		$ 60,000			
E911			$ 150,000	$ 150,000		
Special assessment Fund			$ 750,000			
Employee Benefits	$ 1,000,000		$ -	$ 1,000,000		
Work Comp	$ 750,000		$ -			
Total CD Investments	$ 3,100,000	$ -	$ 14,760,000	$ 1,350,000	$ -	$ -
Total Governmental deposits	$ 18,984,526	$ 7,925,337	$ 18,390,691	$ 1,350,000	$ -	$ 1,177,732
					Grand total	**$ 47,828,286**

City of Fremont
Report of Treasury - Cash and Investment Bank Balances
May 31, 2020

	Statement ending balances					
Account Name	**First National Bank - Fremont**	**First State Bank**	**Pinnacle Bank of Fremont**	**Cornerstone Bank, Columbus**	**NE Land National Bank, North Platte**	**Nebraska Public Investment Trust**
Proprietary Funds						
Checking/Money Market						
Combined Utilities Fund	$ 13,745,643					
Electric Fund	$ 607					
Comb Util Funds/Construction	$ 7,000,528					
Electric Funds						$ 2,033,887
Water Project Bond Acct	$ 80,576					
Department of Utilities			$ 678,312			
Sewer Improvement	$ 3,391					
Sewer Funds						$ 315,717
Gas Fund						$ 760,549
Electric Fund				$ 150		
Total Checking/Money Market	$ 20,830,745	$ -	$ 678,312	$ 150	$ -	$ 3,110,153
CD Investments						
Electric	$ 750,000	$ 2,000,000	$ 8,996,000	$ 4,500,000		
Water	$ 175,000		$ 500,000	$ 200,000		
Sewer			$ 250,000			
Gas			$ 1,000,000			
Total CD Investments	$ 925,000	$ 2,000,000	$ 10,746,000	$ 4,700,000	$ -	$ -
Total Proprietary deposits	$ 21,755,745	$ 2,000,000	$ 11,424,312	$ 4,700,150	$ -	$ 3,110,153
					Grand total	**$ 42,990,359**
Grand total, all funds	**$ 40,740,271**	**$ 9,925,337**	**$ 29,815,002**	**$ 6,050,150**	**$ -**	**$ 4,287,885**
					Grand total	**$ 90,818,645**
CITY CDARS CERTIFICATES				$ 750,000		$ 3,225,000
DU CDARS CERTIFICATES	$ -		$ -	$ 2,900,000	$ -	$ 2,600,000

COMMUNITY DEVELOPMENT AGENCY & REGULAR CITY COUNCIL MEETING MINUTES
May 26, 2020 - 7:00 PM
City Council Chambers 400 East Military, Fremont NE

COMMUNITY DEVELOPMENT AGENCY AGENDA

7:00 PM

MEETING CALLED TO ORDER

After the Pledge of Allegiance, Mayor Getzschman called the Community Development Agency to order and stated that a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas.

ROLL CALL

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

1. Resolution 2020-006 to approve amendment to the South Fremont Industrial Redevelopment Plan and third amendment to the amended and restated Redevelopment Agreement. Motion made by Jacobus, seconded by Kuhns to approve Resolution 2020-006. Voting Yea: McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus Voting Nay: Yerger, Ellis. Motion carried.

PUBLIC HEARING

2. Resolution 2020-007 to approve Request for Amendment to the Redevelopment District #3 Redevelopment Plan for the DPA Auctions Redevelopment Project. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Motion made by Jensen, seconded by Legband to approve Resolution 2020-007. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

ADJOURNMENT

Motion made by Jensen, seconded by McClain to adjourn; time: 7:36 p.m. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

CITY COUNCIL REGULAR MEETING AGENDA

MEETING CALLED TO ORDER

Mayor Getzschman called the City Council Meeting to order and stated that a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas.

ROLL CALL

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

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

Motion to adopt current agenda for May 26, 2020 Regular Meeting. Motion made by Jacobus, seconded by Jensen to move item #24 to before item #10, and item #13 in front of item #12. Voting Yea: Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus Voting Nay: Yerger. Motion carried.

PUBLIC HEARINGS:

2. Resolution 2020-100 authorizing the issuance of a conditional use permit for property located at 1249 E. 23rd street for the purposes of expanding a nonstandard use into a required yard. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Motion made by Yerger, seconded by Legband to approve Resolution 2020-100. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

3. Resolution 2020-102 to approve request for amendment to the Redevelopment District #3 Redevelopment Plan for the DPA Auctions Redevelopment Project. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Motion made by Legband, seconded by Jacobus to approve Resolution 2020-102. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

4. Resolution 2020-099 authorizing the issuance of a conditional use permit for public assembly (church) in a LI, Light Industrial District on property generally located at 2407 Colorado Avenue. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Motion made by Yerger, seconded by Legband to approve Resolution 2020-099. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

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

Motion by Jensen, seconded by Legband to approve consent agenda items 5 & 8. Voting Yea: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

5. Motion to approve May 12, 2020 through May 26, 2020 claims and authorize checks to be drawn on the proper accounts

6. Dispense with and approve May 12, 2020 City Council Meeting Minutes. Motion made by Jacobus, seconded by Yerger to continue the May 12, 2020 City Council Meeting Minutes; the motion was rescinded by Jacobus and Yerger. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. Motion made by Jacobus, seconded by Yerger to amend paragraph 16 of the May 12, 2020 Minutes to show that a motion and second were made, a vote was taken, the result being 7-1 with the Nay vote being Bechtel and the Ordinance being approved. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. Motion made by Jensen, seconded by Jacobus to approve the May 12, 2020 Minutes as amended. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

7. Resolution 2020-104 approving the use of Christensen Field and the Fremont Municipal Airport for a community fireworks display. Motion made by Yerger, seconded by Jacobus to amend the resolution to provide that COVID-19 restrictions if applicable will apply to this event. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. Motion made by Jacobus, seconded by Jensen to approve Resolution 2020-104 as amended. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

8. Resolution 2020-105 awarding bid to MH Equipment Company for a Hyster J40XNT forklift

9. Resolution 2020-115 Regarding the Risk of Exposure to COVID-19 Through the Use of Municipal Property for Youth Baseball and Softball. Motion made by Yerger, seconded by Legband to amend the resolution to be conditioned upon further review of legal counsel related to the COVID-19 conditions, and change dates from May 11, 2020 to May 22, 2020 throughout the resolution. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. motion carried. Motion made by Jensen, seconded by Legband to approve Resolution 2020-115 as amended. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. motion carried.

UNFINISHED BUSINESS: Requires individual associated action

24. Resolution 2020-114 to approve amendment to the South Fremont Industrial Redevelopment Plan and third amendment to the amended and restated Redevelopment Agreement. Motion made by Jensen, seconded by Legband to approve Resolution 2020-114. Voting Yea: McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus Voting Nay: Yerger, Ellis. Motion carried.

10. Resolution 2020-096 awarding contract to Wiese Plumbing & Excavating Inc. for Installation of Electrical Conduits for SE Beltway Relocations. Motion made by Jensen, seconded by Kuhns to approve Resolution 2020-096. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

11. Resolution 2020-097 authorizing the Mayor to execute an agreement with Thompson Construction for the Water main Encasement - SE Beltway project. Motion made by Legband, seconded by Kuhns to approve Resolution 2020-097. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

13. Resolution 2020-098 authorizing $5,000,000 additional expenditure for the SE Beltway project. Motion made by Jacobus, seconded by Legband to amend the Resolution to provide for $1,500,000 additional expenditure instead of $5,000,000. Voting Yea: McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus Voting Nay: Yerger, Ellis. Motion carried.

12. Ordinance 5533 pertaining to pay plan for officers and employees (proposed addition of Library Technology Specialist classification). Motion made by Jensen, seconded by Legband to hold first reading of Ordinance 5533. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. City Clerk provided first reading. Motion made by Jensen, seconded by Legband to suspend the rules and move to final reading of Ordinance 5533. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. City Clerk provided final reading of Ordinance 5533. Mayor Getzschman called for a final vote on Ordinance 5533. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Ordinance 5533 is approved.

14. Ordinance 5532 to amend Section 11-601 of the Fremont Municipal Code to address development standards to exclude Planned Unit Development Districts (final reading). Motion made by Ellis, seconded by Jensen to receive document into the record. Voting Yea: Ellis, Jensen, Legband Voting Nay: Yerger, McClain, Bechtel, Kuhns, Jacobus. Motion failed. Motion made by Jacobus, seconded by Legband to hold final reading of the Ordinance 5532. Voting Yea: Yerger, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus Voting Nay: Ellis. Motion carried. City Clerk provided final reading. Mayor Getzschman called for a final vote on the Ordinance. Voting Yea: Yerger, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus Voting Nay: Ellis. Ordinance 5532 is approved.

15. Ordinance 5528 for a change of zone from R, Rural to PD, Planned Development for property commonly known as Bluestem Commons (final reading). Council Member Ellis moved to receive document into the record. Motion failed due to the lack of a second. Motion made by Legband, seconded by Jacobus to hold final reading of Ordinance 5528. Voting Yea: Yerger, McClain, Jensen, Legband, Kuhns, Jacobus Voting Nay: Ellis, Bechtel. Motion carried. City Clerk provided final reading. Mayor Getzschman called for a final vote on the Ordinance. Voting Yea: Yerger, McClain, Jensen, Legband, Kuhns, Jacobus Voting Nay: Ellis, Bechtel. Ordinance 5528 is approved.

16. Resolution 2020-068 to approve the Bluestem Commons Preliminary Plat. Motion made by Kuhns, seconded by Legband to approve Resolution 2020-068. Voting Yea: Yerger, McClain, Jensen, Legband, Kuhns, Jacobus Voting Nay: Ellis, Bechtel. Motion carried.

17. Resolution 2020-069 to approve the Bluestem Commons Final Plat. Motion made by Jensen, seconded by Kuhns to approve Resolution 2020-069. Voting Yea: Yerger, McClain, Jensen, Legband, Kuhns, Jacobus Voting Nay: Ellis, Bechtel. Motion carried.

NEW BUSINESS: Requires individual associated action

18. Resolution 2020-109 to approve Bluestem Commons Planned Development Agreement. Motion made by Jacobus, seconded by Legband to approve Resolution 2020-109. Voting Yea: Yerger, Jensen, Legband, Kuhns, Jacobus Voting Nay: Ellis, McClain, Bechtel. Motion carried.

19. Motion to approve Bluestem Commons Subdivision Agreement. Motion made by Kuhns, seconded by Jacobus to approve Bluestem Commons Subdivision Agreement. Voting Yea: Legband, Kuhns, Jacobus Voting Nay: Yerger, Ellis, McClain, Jensen, Bechtel. Motion failed.

20. Resolution 2020-110 awarding the base bid and alternate no. one (1) to Dicon Corporation for the Elevator Project at the Fremont Municipal Building. Motion made by Yerger, seconded by Legband to approve Resolution 2020-110. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

21. Resolution 2020-111 approving a Local Option Economic Development Loan to Summit Medical Staffing, LLC. Motion made by Jacobus, seconded by Jensen to amend the Resolution to allow for 2 years of installments. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. Motion made by Jacobus, seconded by Jensen to approve Resolution 2020-111 as amended. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

ADJOURNMENT

Motion made by Jacobus, seconded by Legband to adjourn; time: 11:59 PM. Voting Yea: Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Voting Nay: Yerger. Motion carried.

APPROVED AND ACCEPTED AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA COMMUNITY DEVELOPMENT AGENCY & REGULAR CITY COUNCIL MEETING MINUTES FOR MAY 26, 2020.

Tyler Ficken, City Clerk | Scott Getzschman, Mayor

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: June 9, 2020

SUBJECT: Keep Fremont Beautiful Metal and Electronics Recycling Event

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Recommendation: Approve resolution 2020-119

Background: The City has received a request for use of the Ilgenfritz parking lot from Keep Fremont Beautiful to use the lot for the All Metals Market and Cross Electronics Recycling Drop Site on Wednesday, August 26, 2020 from 4:30 to 8:00 p.m.

Staff recommends granting the use of the parking lot as long as they maintain required social distancing measures.

Fiscal Impact: None

PARKING SPACE AGREEMENT

This Parking Space Agreement (Agreement) is made and entered into on the 9th day of June 2020, by and between the City of Fremont (Owner) and Keep Fremont Beautiful (Lessee) (collectively Parties).

1. RECITALS

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

1.1.1. All Metals Market and Cross Electronics Recycling Drop Site; and

1.2. Owner is willing to lease the following public parking space(s):

1.2.1. Ilgenfritz Parking Lot; and

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

2. DEFINITIONS

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

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

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

3. SCOPE

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

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

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

4. TERM

4.1. This Agreement shall continue in force and effect the day of August 26, 2020 from 4:30p.m. to 8:00p.m. The agreement may be terminated by either party for cause at anytime upon 10-day written notice to the notice to the other party. The Lessee shall have a 10-day grace period to cure the cause of the default. If the cause is not cured to the satisfaction of the Owner within the grace period, the agreement shall terminate 10-days thereafter.

5. ASSIGNMENT OF RIGHTS

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

6. INDEMNIFICATION

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

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

8. INSURANCE

8.1. Insurance. Lessee shall carry insurance to protect the Parties hereto from and against any claims, demands, actions, judgements, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. The amount of such insurance against liability due to damage to property shall be no less than $1,000,000.00 as to any one accident and $1,000,000.00 in aggregate; and against liability due to injury to or death of persons no less than $1,000,000.00 as to any one person and $1,000,000.00 to any one accident. Lessee shall also carry Workmen's Compensation insurance as required by applicable Nebraska Statutes. Lessee shall provide certificates of insurance to the Owner verifying the coverages required under this agreement and that it will not cancel or change any such policy except after thirty days notice to the Owner.

9. APPLICABLE LAW

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

10. HEADINGS

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

Lessee:_____

By:_____

Name:_____

Title:_____

Date:_____

Owner - City of Fremont

By:_____

Name:_____

Title:_____

Date:_____

Auto-Owners

Issued 01-23-2020

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

BUSINESSOWNERS POLICY DECLARATIONS

AGENCY INSPRO INC
20-0070-00 MKT TERR 084 (402) 721-9707

Renewal Effective 03-01-2020

POLICY NUMBER **48-325-140-00**

Company Use 39-57-NE-1003

INSURED KEEP FREMONT BEAUTIFUL

ADDRESS 529 N MAIN ST STE 4

FREMONT NE 68025-5086

Company Bill

POLICY TERM
12:01 a.m. 03-01-2020 to 12:01 a.m. 03-01-2021

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

54643 (01-90)

Entity: Corporation

PROPERTY COVERAGES - ALL DESCRIBED LOCATIONS

COVERAGE	DEDUCTIBLE	LIMIT	PREMIUM	CHANGE
SPECIAL COVERAGE FORM				
EMPLOYEE DISHONESTY	$250	$50,000	$244.85	
Welfare & Pension Plan Coverage		$50,000	$10.24	
TERRORISM - CERTIFIED ACTS			$3.92	

BUSINESS LIABILITY PROTECTION

COVERAGE	LIMIT	PREMIUM	CHANGE
AGGREGATE LIMIT (Other than Products - Completed Operations)	$2,000,000	$18.10	
PRODUCTS - COMPLETED OPERATIONS AGGREGATE	$1,000,000	Included	
LIABILITY AND MEDICAL EXPENSE	$1,000,000	Included	
Medical Expense - Per Person	$5,000	Included	
Personal Injury	Included	Included	
TENANTS FIRE LEGAL - ANY ONE FIRE	$50,000	Included	
HIRED AUTO & NON-OWNED AUTO LIABILITY	$1,000,000	$36.31	
TERRORISM - CERTIFIED ACTS		$.54	

Forms that apply to all locations:

54510 (07-12)	BP0002 (01-87)	BP0006 (01-87)	54961 (11-11)	BP0009 (01-87)
54679 (06-92)	54709 (04-10)	54098 (05-07)	54319 (07-06)	54867 (03-08)
54656 (08-91)	54088 (09-09)	64728 (02-14)	64776 (01-16)	54713 (08-12)
54663 (01-03)				

LOCATION 0001

Location: 529 N Main St Ste 4, Fremont, NE 68025-5086

COVERAGE	DEDUCTIBLE	LIMIT	PREMIUM	CHANGE
TERRORISM - CERTIFIED ACTS SEE FORM(S) 54313, 59350, 59390				

AUTO-OWNERS INS. CO. Issued 01-23-2020

AGENCY INSPRO INC
20-0070-00 MKT TERR 084

Company Bill **POLICY NUMBER** **48-325-140-00**
39-57-NE-1003

INSURED KEEP FREMONT BEAUTIFUL

Term 03-01-2020 to 03-01-2021

Forms that apply to this location:
BP0112 (07-00) 54238 (12-01) 54244 (05-07) 54313 (07-08) 54604 (07-88)
54661 (08-91) 59350 (01-15)

LOCATION 0001 - BUILDING 0001

COVERAGE	DEDUCTIBLE	LIMIT	PREMIUM	CHANGE
BUSINESS PERSONAL PROPERTY - REPLACEMENT COST		$11,690	$86.33	
Special Coverage Form Deductible	$250	Included		
Windstorm or Hail Flat Deductible	$250	Included		
Adjusted Value Factor 0.0170				
BUSINESS INCOME AND EXTRA EXPENSE		12 Months	Included	
LIMITATION OF COVERAGE FOR FUNGI, MOLD, DRY ROT, WET ROT AND BACTERIA		See Form	Included	
EQUIPMENT BREAKDOWN	$250	See Form	$3.46	
ELECTRONIC EQUIPMENT				
Unscheduled Equipment	$250	$1,800	$15.31	
Business Income And Extra Expense		$100,000	Included	
Media		$5,000	Included	
Transportation		$10,000	Included	

Forms that apply to this building:
54699 (08-94) 54228 (04-13) 54841 (03-17)

Occupied As: PRIMARY

Secured Interested Parties: None

Rating Information

Occupancy: Office Not Otherwise Classified Tenant Occupied

Class Code: 65121
Program: Office
Liability Rate Number: 00
Burglary Rate Group: 00

Construction: Joisted Masonry, Non-Sprinklered
Protection Class: 03
Territory: 103 Dodge County
Construction Year: 1910

	TERM	CHANGE
TOTAL ANNUAL PREMIUM	$419.06	
MINIMUM PREMIUM EQUIPMENT BREAKDOWN ADJUSTMENT	$31.54	
MINIMUM PREMIUM ADJUSTMENT	$13.86	
TOTAL POLICY PREMIUM	$464.46	
PAID IN FULL DISCOUNT	$0.00	
TOTAL POLICY PREMIUM IF PAID IN FULL	$464.46	

Paid In Full does not apply to fixed fees, statutory charges, or minimum premium.

Paid In Full Discount is not available.

Merit Rating Discount of 5% Applies

AUTO-OWNERS INS. CO.

Issued 01-23-2020

AGENCY INSPRO INC
20-0070-00 MKT TERR 084

Company Bill

POLICY NUMBER **48-325-140-00**
39-57-NE-1003

INSURED KEEP FREMONT BEAUTIFUL

Term 03-01-2020 to 03-01-2021

A 02% Cumulative Multi-Policy Discount applies. Supporting policies are marked with an (X):
Comm Umb( ) Comm Auto( ) WC(X) Life( ) Personal( ) Farm( ).

54699 (8-94)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED--STATE OR POLITICAL SUBDIVISIONS--PERMITS RELATING TO PREMISES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

SCHEDULE*

State or Political Subdivision:

CITY OF FREMONT

The following is added to Paragraph C. WHO IS AN INSURED in the Businessowners Liability Coverage Form:

4. Any state or political subdivision shown in the Schedule is also an insured, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

a. The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist-away openings, sidewalk vaults, street banners, or decoration and similar exposures;

b. The construction, erection, or removal of elevators; or

c. The ownership, maintenance, or use of any elevators covered by this insurance.

The limits of liability for the additional insured are those specified in the written contract or agreement between the Insured and the State or Political Subdivision, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

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WELFARE AND PENSION PLAN COVERAGE (ERISA)

(This Is Not Fiduciary Liability Insurance)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM
BUSINESSOWNERS STANDARD PROPERTY COVERAGE FORM

Schedule

Plan: KEEP FREMONT BEAUTIFUL

FEIN: XXXXX2508

It is agreed:

The following provisions apply under **G. OPTIONAL COVERAGES**, to **4. Employee Dishonesty**, but only with respect to the Plan listed in the Schedule above.

1. Employee also includes any natural person who is:

   a. A trustee, an officer, employee, administrator or a manager who is an independent contractor, of any Employee Welfare or Pension Benefit Plan (hereafter called Plan) insured under this insurance; and

   b. Your director or trustee while that person is handling funds or other property of any Plan insured under this insurance.

2. If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator must select a Limit of Insurance for the EMPLOYEE DISHONESTY-OPTIONAL COVERAGE that is sufficient to provide an amount of insurance for each Plan that is at least equal to that required if each Plan were separately insured.
   However, we shall provide no more than the Limit of Insurance shown in the Declarations for EMPLOYEE DISHONESTY for all Plans insured.

3. Any payment we make to you for loss sustained by any Plan will be held by you for the use and benefit of the Plan(s) sustaining the loss.

4. If two or more Plans are insured under this insurance, any payment we make for loss:

   a. Sustained by two or more Plans; or

   b. Of commingled funds or other property of two or more plans that arises out of one occurrence, is to be shared by each Plan sustaining loss in the proportion that the amount of insurance required for each such Plan under ERISA provisions bears to the total of those amounts.

5. Any Plan intended to benefit your employees is also considered an Insured but only as it pertains to Employee Dishonesty.

All other policy terms and conditions apply.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM AND IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

It is agreed:

1. With respect to any one or more certified acts of terrorism, we will not pay any amounts for which we are not responsible because of the application of any provision which results in a cap on our liability for payments for terrorism losses in accordance with the terms of the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).

2. Certified act of terrorism means any act certified by the Secretary of the Treasury, in consultation with:

   a. the Secretary of Homeland Security; and
   b. the Attorney General of the United States

   to be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).

3. Under the federal Terrorism Risk Act of 2002 (including ensuing Congressional actions pursuant to the Act) a terrorist act may be certified:

   a. if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed $5 million; and

   b. **(1)** if the act of terrorism is:

      a) a violent act; or

      b) an act that is dangerous to human life, property or infrastructure; and

   (2) if the act is committed:

      a) by an individual or individuals as part of an effort to coerce the civilian population of the United States; or

      b) to influence the policy or affect the conduct of the United States government by coercion.

All other policy terms and conditions apply.

IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002. The Act (including ensuing Congressional actions pursuant to the Act) defines an act of terrorism, to mean any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States to be (i) an act of terrorism; (ii) to be a violent act or an act that is dangerous to human life, property or infrastructure; (iii) to have resulted in damage within the United States or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

Subject to the policy terms and conditions, this policy provides insurance coverage for acts of terrorism as defined in the Act.

Any coverage for certain commercial lines of property and casualty insurance provided by your policy for losses caused by certified acts of terrorism are partially paid by the federal government under a formula established by federal law. Under this formula, the government will reimburse us for 85% of such covered losses that exceed the statutory deductible paid by us. However, beginning January 1, 2016 the share will decrease 1% per calendar year until it equals 80%. **You should also know that in the event aggregate insured losses exceed $100 billion during any year the Act is in effect, then the federal government and participating United States insurers that have met their insurer deductible shall not be liable for the payment of any portion of that amount of the loss that exceeds $100 billion. In the event that aggregate insured losses exceed $100 billion annually, no additional claims will be paid by the federal government or insurers.** This formula is currently effective through December 31, 2020 unless extended.

The premium charge, if any, for this coverage is shown separately on the attached Declarations page. In the event of a certified act of terrorism, future policies also may include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act.

Please contact us if you would like to reject coverage for certified acts of terrorism.

RESOLUTION NO. 2020-119

A Resolution of the City Council of the City of Fremont Nebraska, approving the request of Keep Fremont Beautiful to use the Ilgenfritz Parking Lot for the All Metals Market and Cross Electronics Recycling Drop Site

Whereas, Keep Fremont Beautiful has requested the use of the Ilgenfritz Parking Lot for the All Metals Market and Cross Electronics Recycling Drop Site on from 4:30 p.m. to 8:00 p.m., August 26, 2020; and

Whereas, this resolution is contingent upon Keep Fremont Beautiful providing a certificate of insurance naming the City of Fremont as additional insured.

NOW THEREFORE BE IT RESOLVED, that the Mayor and City Council approve Keep Fremont Beautiful to use the Ilgenfritz Parking Lot for the All Metals Market and Cross Electronics Recycling Drop Site on August 26, 2020 from 4:30 p.m. to 8:00 p.m., as long as the required COVID-19 social distancing measures are maintained.

PASSED AND APPROVED THIS 9th DAY OF JUNE, 2020

_____
SCOTT GETZSCHMAN, MAYOR

ATTEST:

_____
TYLER FICKEN, CITY CLERK

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: June 9, 2020

SUBJECT: Appointment to Local Option Review Team

Recommendation: Move to approve the recommendation of the Mayor to appoint Scott Meister as Greater Fremont Development Council's representative to a term ending June 2022.

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

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Chief of Police Jeff Elliott

DATE: June 9,2020

SUBJECT: Geo-Comm Mapping/AVL System and Software for Fremont Police

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Recommendation: Approve Resolution 2020-120 to use budgeted funds to purchase the Geo-Comm Mapping/AVL System for the Police Department

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Background: The Fremont Police recently updated the software used to manage police records. At the same time, the Communications Center (PSAP) also updated their software.

One of the benefits of this software update is a component allows GPS tracking of police vehicles and the ability to add a map interface to police mobile data terminals and dispatch computers. This ability was not present in our previous software. The ability to track and monitor the location of emergency personnel as well as provide them with all of the data from the mapping system is a huge boost to officer and citizen safety.

When the Police Department budgeted this year, money was requested and granted by the City Council for the purchase of additional software and equipment to interface with the new computer system for this purpose.

After exploring various options, it's been determined that Geo-Comm Geolynx Server and Mobile Systems is the best solution to interface with our new computer system. The vendor choices are limited to using the mapping and AVL system that is part of the records system – Zuercher - or using the system that is an extension of the mapping system already in place in dispatch. That mapping system is Geo-Comm. Either solution would provide all of the features however the Geo-Lynx quote is less expensive.

The GeoLynx Server AVL and Mobile Systems would provide software for each police mobile data unit and allow those vehicles to be tracked by dispatch. It also provides a full map interface in the cruiser that allows the officer to see where the calls for service are located, where other units in the city are, road closures and other data tracked by the dispatcher. This project extends the functionality of the existing PSAP maps out to the emergency responders. This allows the patrol division to have all of the features and benefits of having a mapping system integrated with the information that is coming in to the dispatch center. It also allows this system to provide them with the custom maps that have been developed by the PSAP.

The proposed modem/antenna system will greatly enhance the connectivity to the vehicles, not only for the mapping/AVL but for all of the applications that are on the mobile data terminals. The city IT department tested the proposed modem and discovered a marked improvement in the in-vehicle reception. He drove 40+ miles in and around Fremont without losing connectivity.

Three companies submitted bids for the vehicle modem/antenna. Here is the bid tab:

Geo-Comm Geolynx Server and Mobile System bids		
Bidder	Vehicle Modem/antenna Bid	Geo-Comm Costs
USAT	$13,151.18	$28,309
Total Wireless Data	$14,448.00	$28,309
CDW-G	$13,896.64	$28,309

The cost of the equipment and software is under what was budgeted for this project.

Fiscal Impact: $28,309 for Geo-Comm system, installation and training, and $13,151.18 for vehicle modem/antenna. Total expense $41,460.18

GEOCOMM	**GeoLynx Server AVL and Mobile Systems** **Work Authorization # 20200306 - CFPDNE** March 6, 2020
Geo-Comm, Inc. **601 West St. Germain** **St. Cloud, MN 56301** **Phone: (320) 240-0040** **www.geo-comm.com**	**City of Fremont Police Department, Nebraska** Chief Jeff Elliott 725 N. Park Ave Fremont, NE 68025 **Phone: (402) 727-2687** **Email: Jeff.Elliott@fremontne.gov**

Scope of Work

Upon execution of Agreement, GeoComm will provide solutions and services as described in the exhibits.

Pricing and Payment Terms

The City of Fremont Police Department will pay GeoComm $28,309.00 plus applicable sales taxes* as further described in Exhibit A – Pricing.

The City of Fremont Police Department agrees to pay GeoComm on the following payment schedule:

- $13,625.00 invoiced net 45 days upon contract signing
- $14,684.00 invoiced net 45 days upon project completion of installation and training and start of year one software support

City of Fremont Police Department Authorization	
Signature	
Print Name	
Purchase Order # (if required)	
Date	

**If entity is tax exempt, please email tax exemption certificate to dhaus@geo-comm.com.*

Exhibit A – Pricing

Prices are valid for a period of 90 days.

Total does not include sales tax. The City of Fremont Police Department is responsible for paying all sales taxes.

Description	Total Price
GeoLynx Mobile Server Edition GIS Setup Services	$1,000
GeoLynx Server AVL Licensing (tracking up to 20 vehicles)	$6,000
LTS Server License (Qty 1)	Included
GeoLynx Mobile Server Edition Licenses (Qty 15)	$5,625
LTS Client Licenses (Qty 15)	$1,500
GeoLynx Server Tracked Vehicle Viewing	Included
GeoLynx Server AVL System Installation and Training	$6,000
GeoLynx Mobile Server Edition Installation and Training	$3,100
Project Management Services	$2,459
GeoLynx Server AVL Licensing Annual Software Support and Maintenance	$1,200
LTS Server Annual Software Support and Maintenance	Included
GeoLynx Mobile Server Edition Licensing Annual Software Support and Maintenance	$1,125
LTS Client Licensing Annual Software Support and Maintenance	$300
GeoLynx Server Tracked Vehicle Viewing Annual Software Support and Maintenance	Included
Total:	**$28,309**

Notes: Pricing does not include GPS units, their installation, or a data service plan to provide for data transport to and from the vehicles being tracked at the dispatch center. The City of Fremont Police Department is responsible for providing these elements.

Pricing is valid if GeoLynx Mobile Server Edition is purchased and implemented simultaneously with the GeoLynx Server AVL system.

Installation and training pricing reflects GeoComm implementing five (5) licenses each of GeoLynx Mobile and LTS Client while onsite and training a City of Fremont Police Department representative to install the remaining licenses. The City of Fremont Police Department may contract for additional days onsite, for a fee, based on availability and the number of licenses to be installed. Additional days must be contracted for prior to onsite installation and training.

GeoLynx Server with ArcGIS Network Analyst for Server is prerequisite software for GeoLynx Mobile Server Edition.

GeoLynx Mobile Server Edition will utilize the existing GeoLynx Server network routing dataset currently deployed with the City of Fremont/Dodge County GeoLynx Server Dispatch Mapping system.

Exhibit B – Scope of Work

This work order is to extend the functionality to the City of Fremont/Dodge County's existing GeoLynx Server Dispatch Mapping system by deploying GeoLynx Server AVL for automatic vehicle location (AVL) to support vehicle tracking for up to 20 mobile units, accommodating the 15 GeoLynx Mobile Server Edition licenses.

Pricing does not include system hardware. The City of Fremont Police Department is responsible for providing hardware meeting the minimum specifications provided below.

In addition, as part of the City of Fremont/Dodge County GIS maintenance agreement with GeoComm, GeoComm will create an updated GIS map data packet and provision it to GeoLynx Server up to four times annually.

Exhibit C – Customer Responsibilities

We believe our clients play a critical role in a project's success. While GeoComm will lead the project efforts, we will partner with you to ensure you have in-depth project knowledge and are kept informed about the project status and meeting project goals.

It is requested that the City of Fremont Police Department provide the following general project support:

- Assist in coordinating and attend periodic conference calls
- Provide pertinent project information and documentation
- Assist in ongoing quality control
- Provide a single point of contact at the City of Fremont Police Department available for communication throughout the project and system implementation
- Assign appropriate staff to attend the training courses provided
- Have standard IT procedures in place including disaster recovery, system backups, etc.
- Keep and maintain backup copies of current software and current map data files
- Provide a projector for use during all onsite training
- Submit required GIS information (e.g. GIS map data, public safety databases, and/or other resources) to our website (*http://www.geo-comm.com/data-submission*).

In addition to the requirements above, the City of Fremont Police Department will be responsible for the following project-specific support:

GeoLynx Server AVL System

- Ensure a mobile data communication network is in place where GPS units in vehicles can communicate with the GeoComm Message Switch at the communications center.
- Ensure the GeoComm Message Switch at the communications center can communicate with GeoLynx Server.
- Have approved GPS units installed in each vehicle for in-vehicle mapping and navigation and/or have approved cellular or two-way radio modems installed in each vehicle to be tracked that can communicate the location back to the GeoComm Message Switch at the communications center.
    - Ensure mobile data computers in vehicles are assigned static IP addresses.
    - Ensure cellular modems with integrated GPS in vehicles can communicate with the GeoComm Message Switch at the communications center.

GeoLynx Mobile Server Edition

- Have approved GPS units installed in each vehicle for in-vehicle mapping and navigation and/or have approved cellular or two-way radio modems installed in each vehicle that will be tracked that can communicate the location back to the dedicated web server at the communications center for fleet viewing.
- For unit or fleet viewing in GeoLynx Mobile, purchase one LTS Client and have one approved GPS unit installed in each vehicle.
- Provide a network connection for mobile data computers with a minimum speed of 1.5Mb/sec for data synchronization and remote map service viewing. If a large amount of remotely served map data will be used and/or the fleet tracking option is selected, then higher client bandwidths are recommended.

- Provide a WAN gateway bandwidth at the server-side sized for the amount of data to be served to mobiles. If you are using a lot of ArcGIS map services served from your own servers, you will need a larger WAN gateway bandwidth. GeoComm implementation specialists can assist with running system capacity plan models to determine exact network requirements for your configuration.
- Provide GIS map data meeting GeoLynx Mobile's required map data specifications, including information regarding coordinate system/projection.
- Purchase and have installed and available a mobile data computer, meeting the specifications listed below for each license of GeoLynx Mobile.

System Components	**Minimum**	**Recommended**
Description	GeoLynx Mobile Client allows a user to access a mobile map of their surroundings. In certain environments, it is also possible for the user to receive AVL data, CAD calls, and 9-1-1 calls from dispatch.	
CPU	2.33 GHz or better or 1.60 GHz dual core or better	2.5 GHz dual core or better
RAM	2 GB or more	4 GB or more
Available Hard Drive Space	GeoLynx Mobile Server Edition: 20 GB or more GeoLynx Mobile MDC Edition: 40 GB or more	GeoLynx Mobile Server Edition: 40 GB or more. GeoComm recommends shock mounted hard drive to protect against vibration and jarring damage in a mobile environment. GeoLynx Mobile MDC Edition: 80 GB or more. GeoComm recommends shock mounted hard drive to protect against vibration and jarring damage in a mobile environment.
	Note: Disk space should be considered for not only GIS and aerial data, but also for the geographical area covered by locally stored map caches	
Display	800x600 resolution, 24-bit color depth, with Active Matrix	1024x768 resolution or better, 32-bit color depth, with Active Matrix It is desirable to choose a display that is highly visible in a mobile environment which may include side angle viewing and different lighting environments.
Input Device	Keyboard and mouse or touchpad	Keyboard and mouse, touchpad, or touchscreen (simple or multi-touch gestures support)
Graphics Card	32 MB integrated graphics card	256 MB discrete graphics card or better with OpenGL 2.0 support
Network	GeoLynx Mobile Server Edition: 384 kbps GeoLynx Mobile MDC Edition: Optional. Required for outside data sources (384 kbps)	GeoLynx Mobile Server Edition: 1500 kbps GeoLynx Mobile MDC Edition: 384 kbps or higher
Operating System	Windows 7 Pro, Enterprise, & Ultimate (32-bit and 64-bit), Windows 8.1 Pro (64 bit), or Windows 10 Enterprise (64 bit).	
Serial Ports	If your application requires a serial port, we strongly recommend you select a mobile data computer with a built in hardware serial port. While it is possible to add serial ports with PCMCIA cards or USB adapters, GeoComm has found these to be less reliable in a mobile environment. If your application requires multiple serial ports, we recommend a mobile docking station built for this purpose. Call GeoComm if you have any questions regarding your GeoComm application and serial port requirements.	

System Components	Minimum	Recommended
	Note: GeoLynx Mobile Server Client requires AVL StdIP Mobile or LTS Client for receiving AVL data via TCP connection.	
Optical Drive	DVD-ROM	DVD+-RW
Durability	Some customers prefer typical laptops over more expensive semi-durable or ruggedized mobile data computers. Typical laptops are less expensive but do not last as long in a mobile environment. Some customers use this to their advantage as they can install newer, faster technology as it becomes available, in a sense viewing the typical laptop as disposable.	Semi-durable or ruggedized mobile data computer.
GPS Units	Antenna Plus • APG100-SN – USB with built in serial adapter, creates virtual comport Cypress Solutions Chameleon Modems • CTM 150/2 Garmin • GPS-18 – Serial Location Technologies • LT4 – Serial • LT5 – Serial • LTS – Serial Sierra Wireless • AirLink PinPoint Ethernet – Ethernet/Serial • AirLink PinPoint – Serial Blue Tree • 5600v2	

RESOLUTION NO. 2020-120

A Resolution of the City Council of the City of Fremont, Nebraska, to authorize Staff to purchase the GEO COMM MAPPING/AVL SYSTEM AND SOFTWARE.

WHEREAS, the tracking of police vehicles by a dispatch system allows for much quicker and efficient response to calls for service; and

WHEREAS; the ability to track police vehicles can only be achieved by the installation of equipment and software in the police dispatch center and the police vehicles; and

WHEREAS, this capability has been sought after, and budgeted by the Fremont Police Department; and

WHEREAS, the funds for this project were approved by the Fremont City Council in the police budget; and

WHEREAS, a search of several options to fulfill this project was completed by Fremont Police, Communications Director and City IT department; and

WHEREAS, GEO COMM Mapping/AVL System and Software were determined to by the best solution for the implementation of this project; and

WHEREAS, the cost of the GEO COMM Mapping/AVL System and Software is $28,309 for system, installation and training, $13,151.18 for vehicle modem/antenna. Total expense $41,460.18

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Fremont hereby allow the Chief of Police to sign the agreement with GEO COMM for the implementation of this program.

PASSED AND APPROVED THIS 9th day of June, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: June 9, 2020

SUBJECT: Fremont Opera House – Ice Cream Social

Recommendation: Approve resolution 2020-121

Background: The City has received a request from Fremont Opera House to use the City parking lot north of the Opera House for an Ice Cream Social on June 28, 2020 from 6:00 to 8:00 p.m. (June 30, 2020 rain date). There will be a live local band and attendees will pay $5, and will receive prepackaged ice cream.

Staff recommends granting the use of the parking lot as long as they maintain required social distancing measures.

Fiscal Impact: None

PARKING SPACE AGREEMENT

This Parking Space Agreement (Agreement) is made and entered into on the 9th day of June 2020, by and between the City of Fremont (Owner) and Fremont Opera House (Lessee) (collectively Parties).

1. RECITALS

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

1.1.1. Ice Cream Social; and

1.2. Owner is willing to lease the following public parking space(s):

1.2.1. Parking lot north of Fremont Opera House; and

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

2. DEFINITIONS

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

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

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

3. SCOPE

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

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

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

4. TERM

4.1. This Agreement shall continue in force and effect the day of June 28, 2020 from 6:00p.m. to 8:00p.m (Rain date June 30, 2020 6:00p.m. to 8:00p.m). The agreement may be terminated by either party for cause at anytime upon 10-day written notice to the notice to the other party. The Lessee shall have a 10-day grace period to cure the cause of the default. If the cause is not cured to the satisfaction of the Owner within the grace period, the agreement shall terminate 10-days thereafter.

5. ASSIGNMENT OF RIGHTS

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

6. INDEMNIFICATION

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

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

8. INSURANCE

8.1. Insurance. Lessee shall carry insurance to protect the Parties hereto from and against any claims, demands, actions, judgements, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. The amount of such insurance against liability due to damage to property shall be no less than $1,000,000.00 as to any one accident and $1,000,000.00 in aggregate; and against liability due to injury to or death of persons no less than $1,000,000.00 as to any one person and $1,000,000.00 to any one accident. Lessee shall also carry Workmen's Compensation insurance as required by applicable Nebraska Statutes. Lessee shall provide certificates of insurance to the Owner verifying the coverages required under this agreement and that it will not cancel or change any such policy except after thirty days notice to the Owner.

9. APPLICABLE LAW

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

10. HEADINGS

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

Lessee:_____

By:_____

Name:_____

Title:_____

Date:_____

Owner - City of Fremont

By:_____

Name:_____

Title:_____

Date:_____

Client#: 10798 FREMO53

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
INSPRO Insurance
P.O. Box 689
Fremont, NE 68026
402 721-9707

CONTACT NAME: Teresa Kenney
PHONE (A/C, No, Ext): 402-941-1921 FAX (A/C, No): 402-721-2844
E-MAIL ADDRESS: tkenney@insproins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Columbia National Insurance Group	19640
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Fremont Opera House, Inc.
P.O. Box 383
Fremont, NE 68026-0383

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CMPNE09043	10/01/2019	10/01/2020	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CUPNE09043	10/01/2019	10/01/2020	EACH OCCURRENCE	$2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED X RETENTION $10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Fremont is listed as an Additional Insured

CERTIFICATE HOLDER

City of Fremont
400 E. Military
Fremont, NE 68025

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Randall L. Eikmeier

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RESOLUTION NO. 2020-121

A Resolution of the City Council of the City of Fremont Nebraska, approving the request of Fremont Opera House to use the Parking lot north of the Fremont Opera House for an Ice Cream Social

Whereas, Fremont Opera House has requested the use of the parking lot north of the Opera House for an Ice Cream Social on June 28, 2020 from 6:00 to 8:00 p.m. (June 30, 2020 rain date); and

Whereas, this resolution is contingent upon Fremont Opera House providing a certificate of insurance naming the City of Fremont as additional insured.

NOW THEREFORE BE IT RESOLVED, that the Mayor and City Council approve Fremont Opera House to use the parking lot north of the Opera House for an Ice Cream Social on June 28, 2020 from 6:00 to 8:00 p.m. (June 30, 2020 rain date), as long as the required COVID-19 social distancing measure are maintained.

PASSED AND APPROVED THIS 9th DAY OF JUNE, 2020

_____
SCOTT GETZSCHMAN, MAYOR

ATTEST:

_____
TYLER FICKEN, CITY CLERK

STAFF REPORT

TO: City of Fremont Mayor and City Council

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

DATE: June 9, 2020

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

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

BACKGROUND:

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

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

This item was discussed at the May 12, 2020 Utilities and Infrastructure Board Meeting and the Board voted 5 to 0 that the City Council authorize City Staff to sign a lease agreement and issue a purchase order to NMC for a Caterpillar Compact Track Loader Model 259D3 for $5,500.

FISCAL IMPACT:

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

SALES AGREEMENT

AGREEMENT DATE 05/28/2020
VALID UNTIL 06/17/2020
AGREEMENT ID QTO049543-2

11002 Sapp Bros. Dr.
Omaha, NE 68138
(800) 628-6025

Quoted To:
Fremont Dept Of Utilities
400 East Military Avenue
Fremont, NE 68025
USA

Ship To:
Fremont Dept Of Utilities
400 East Military Avenue
Fremont, NE 68025
USA

Invoice Account	Order Account	Customer PO	Delivery Method	Page
2228000	2228000			1 of 3

Salesperson	Phone Number	Email Address
Ryan Keiser	+14028917741	RyanKeiser@nmccat.com

Item Information

Machine Model: 259D3 **Make:** Caterpillar **Equipment ID:** EQN124214 **Serial Number:** CW904635

Machine Model: 2795374_SSL **Make:** Caterpillar

Machine Specification

Model: 259D3

Description

259D3 CTL DCA4A
TRACK,RUBBER,400MM(15.7 IN)BAR
INSTRUCTIONS, ANSI, USA
SERIALIZED TECHNICAL MEDIA KIT
CAROLINA CDC - - AVAILABILITY
SHIPPING/STORAGE PROTECTION
LANE 1 ORDER
259D3 COMPACT TRACK LOADER
CAB PACKAGE, PRO PLUS
HYDRAULICS, PERFORMANCE, (H2)
CONTROL, ISO, PROP, WT
LIGHTS, LED
ROPS, ENCLOSED WITH A/C (C3)
DISPLAY, ADVANCED, LCD, CAMERA
FAN, COOLING, DEMAND
QUICK COUPLER, HYDRAULIC
SEAT,AIR SUSPENSION,CLOTH,HEAT
FILM, TWO SPEED
RADIO, AM/FM, BLUETOOTH
RUBBER BELT, 2 SPD, TF IDLERS
RIDE CONTROL, NONE
BATTERY,HD,DISCONNECT, 850 CCA
REAR LIGHTS
DOOR, CAB, GLASS
SEAT BELT, 2"
PRODUCT LINK, CELLULAR PL243
CERTIFICATION ARR, P65
HEATER, ENGINE COOLANT, 120V

Machine Specification

Model: 2795374_SSL

Description

BUCKET-GP, 74", BOT

CONTINUED

SALES AGREEMENT

11002 Sapp Bros. Dr.
Omaha, NE 68138
(800) 628-6025

AGREEMENT DATE 05/28/2020
VALID UNTIL 06/17/2020
AGREEMENT ID QTO049543-2

Sell Price of 259D3	50,230.00
Extended Warranty	Included
Document Fee	0.00
Net Balance Due	**50,230.00**
Sales Tax	3,516.10
After Tax Balance	**53,746.10**

Warranty

Extended Warranty: 2yr/2000hr premier

Payment Terms

Down - Payment	Total Financed Amount	Rate	Payment Period	Number of Payments	Payment Amount
5,500.00	0.00	0 %		0	0.00

Financial Services:

Additional Terms:

This Agreement is subject exclusively to the Terms and Conditions for Equipment Sale attached hereto as Exhibit A which is a part hereof and incorporated by reference herein. NMC specifically rejects any terms and conditions contained in documents provided by Buyer (including, without limitation any purchase order) even if signed by NMC. Such documents shall be solely for internal administration by Buyer and have no legal effect upon NMC. ALL SALES ARE FINAL.

Buyer's signature below signifies Buyer's agreement to these terms and constitutes Buyer's acknowledgment of the legally binding effect of this Agreement.

Nebraska Machinery Company

_____

By: _____

Date: _____

Customer Name: Fremont Dept Of Utilities

_____

By: _____

Date: _____

Exhibit A-Terms and Conditions for Equipment Sale

The following terms and conditions form a material component of the Sales Agreement ("Agreement") between NMC and the Buyer for sale of the Equipment:

1. Definitions for this Agreement: "Buyer" is the individual or entity listed as Buyer on this Agreement's front page. "Delivery" shall occur and Equipment shall be considered "delivered" when NMC delivers the Equipment to Buyer, Buyer's agent or to the transportation company that is to transport the Equipment to Buyer, whichever occurs first. "Equipment" is the equipment listed by model and description this Agreement's front page. "NMC" is Nebraska Machinery Company or any affiliated company of Nebraska Machinery Company selling the Equipment under this Agreement.
2. Payment: Buyer shall pay NMC in full at the time Buyer signs this Agreement, unless otherwise specifically noted on this Agreement's front page.
3. Excusable Delivery Delays: In the event of a delay in delivery, the delay shall be excused when caused by events beyond NMC's reasonable control (including by way of example, but not limitation, strike, accident, transportation interruption, actions of third parties and reduction or unavailability of components or machinery at NMC's normal source of supply). If such a delay continues for a period greater than sixty (60) days, either party may, at its option, cancel this Agreement without liability (other than NMC's return of the amounts paid by Buyer on this Agreement).
4. Duration of Offer: Buyer's signature on this Agreement shall constitute an offer to buy the Equipment pursuant to this Agreement. NMC's acceptance of the offer shall be indicated by its signature on this Agreement. Buyer shall not revoke or countermand said offer for ten (10) days from the date of this Agreement; thereafter it may be countermanded or revoked by written notice to NMC until the time, if any, of NMC acceptance of this Agreement. If NMC accepts, this Agreement (and any Security Agreement and/or promissory note signed by Buyer and accepted by NMC in writing) shall constitute the entire understanding and agreement between the parties relating to the Equipment transaction.
5. Execution of Other Documents: Unless the Equipment is fully paid for in cash at or before delivery, NMC retains a Uniform Commercial Code security interest in such Equipment together with all and any substitutions, additions, accessions, sale or other proceeds, and products thereof and thereto. Buyer shall execute and deliver to NMC any evidences of indebtedness that NMC may require. Any note so taken by NMC shall evidence indebtedness only and is not payment for the Equipment.
6. Disclaimer of Warranties and Limitation of Liability: WITH REGARD TO NEW EQUIPMENT, THE APPLICABLE WARRANTY PROVIDED BY THE EQUIPMENT MANUFACTURER SHALL APPLY IN LIEU OF ANY OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IT IS UNDERSTOOD THAT UNDER NO CIRCUMSTANCES DOES NMC MAKE ANY WARRANTIES WHATSOEVER. BUYER UNDERSTANDS AND AGREES THAT ANY USED EQUIPMENT IS SOLD "AS IS" AND WITH ALL FAULTS OR DEFECTS. NMC SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (EVEN IF NMC HAS BEEN ADVISED SUCH DAMAGES ARE POSSIBLE), AND BUYER HEREBY WAIVES THEM TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW.
7. Taxes: Unless otherwise specifically stated on this Agreement's front page, quoted prices do not include sales or any other taxes. Buyer shall be responsible for and promptly pay all taxes unless NMC approves a Buyer tax-exemption certificate.
8. Insurance: At all times after delivery, the Equipment shall be the responsibility solely of Buyer, and Buyer shall assume all risks of Equipment damage, delay or loss. Buyer shall maintain and provide proper proof to NMC of insurance on the Equipment, in amounts, form, and with an insurer approved by NMC, adequate to protect NMC's interest in the Equipment until such time as Buyer fully pays for the Equipment. NMC shall be named as additional insured, co-beneficiary and loss payee on any liability insurance for Equipment for the full insurable value. Until and unless Buyer obtains and proves such insurance, NMC may in NMC's discretion insure the Equipment for NMC's benefit. In such event, Buyer shall pay NMC for insurance premiums.
9. Data: Buyer authorizes NMC, NMC affiliates, any data processor contracted with by NMC, the Equipment manufacturers and their affiliates, to access, monitor and use any data and information provided through the Equipment (including through ProductLink and/or VisionLink) or the customer relationship in accordance with their respective Privacy Policies.
10. Exportation and Other Laws: Buyer represents and warrants that in exporting any Equipment, Buyer shall at all times comply with all applicable U.S. export rules, regulations and other laws. Buyer shall also comply with any and all rules, regulations and other laws relating, in any way, to Equipment use, warnings, re-sale, dismantling and/or disposal.
11. Default, Remedies: Buyer shall be in default under this Agreement if Buyer fails to observe or perform any Buyer obligation under this Agreement, is or becomes insolvent, is or becomes the subject of a tax lien, if an individual dies or if an entity dissolves, or becomes the subject of a proceeding in bankruptcy, receivership, insolvency, or similar relief. To the extent permitted by law, if Buyer defaults, Buyer shall pay to NMC all fees and expenses incurred to enforce NMC's rights, including but not limited to court costs, attorney fees, and fees paid to other professionals, arbitrators or agencies.
12. Assignment: NMC may freely assign its rights under this Agreement. Buyer may assign rights under this Agreement only with NMC's express written consent. No such assignment shall reduce Buyer's obligations to NMC, and all Buyer obligations under this Agreement shall bind Buyer's successors and permitted assigns.
13. General: (a) This Agreement's provisions shall be deemed severable. Unenforceability of any provision shall not impair enforceability of the other provisions. (b) No course of conduct or dealing and no NMC delay or failure in exercising any right or remedy shall rescind, modify or waive any NMC right or protection under this Agreement. All consents, waivers and authorizations by Buyer are irrevocable. (c) Time is of the essence of Buyer's obligations. (d) This Agreement constitutes the final written expression of the terms of agreement between the parties in relation to this transaction and it is the complete and exclusive statement of those terms. This Agreement supersedes and merges all prior or collateral agreements, discussions and/or understandings (oral, written or of any other type) between the parties hereto. No promises, representations, warranties, inducements, covenants or undertakings not expressly set forth in this Agreement shall bind any party hereto. In the event that Buyer issues a purchase order or similar document in connection with the purchase of the Equipment, its purpose will be for Buyer's internal documentation and no terms and conditions contained within it shall act to modify or supersede this Agreement or otherwise be binding upon NMC (even if such terms state that they control over the terms of this Agreement or NMC signs such document) (e) This Agreement shall be governed by the laws of the state of Nebraska without giving effect to its conflict of laws provisions. Unless waived in writing by NMC, any action to interpret or enforce this Agreement, or otherwise pertaining to rights against Buyer or NMC encompassed by this Agreement, or concerning its negotiation, implementation or Equipment, shall be brought in a state or federal court located in Douglas County, Nebraska, the propriety of which jurisdiction is acknowledged and consented to by Buyer. As to actions pertaining to this Agreement, Buyer hereby waives any defense of inconvenient forum concerning said Nebraska court. (f) If requested by NMC, Buyer also agrees to binding arbitration in Douglas County, Nebraska, to settle any disputes, with such arbitration to be governed by the American Arbitration Association's current rules. (g) Waiver of any provision on any one occasion shall not be deemed to waive that provision on any other occasion. This Agreement may be modified or rescinded only by a written agreement signed by the party against whom the modification or rescission is sought to be enforced. (h) Buyer and, if Buyer is an entity, the individual signing for Buyer, jointly and severally warrant that said individual is authorized by Buyer to bind Buyer to this Agreement. (i) This Agreement may be executed in counterparts, all of which together shall constitute the same document.

RESOLUTION NO. 2020-122

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing City Staff to sign a lease agreement with NMC for a Caterpillar Compact Track Loader Model 259D3 for the amount of $5,500.

NOW THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Utilities and Infrastructure Board to authorize City Staff to sign a lease agreement with NMC for the amount of $5,500 for a Caterpillar Compact Track Loader Model 259D3.

PASSED AND APPROVED THIS 9th DAY OF JUNE, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: City of Fremont Mayor and City Council

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

DATE: June 9, 2020

SUBJECT: Union Pacific Industrial Track Agreement

Recommendation: Authorize Mayor to sign the Union Pacific Industrial Track Agreement.

BACKGROUND:

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

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

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

This item was discussed at the May 12, 2020 Utilities and Infrastructure Board Meeting and the Board voted 5 to 0 that the City Council authorize the Mayor to sign the Industrial Track Agreement.

FISCAL IMPACT: $0.00

INDUSTRY TRACK AGREEMENT

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

RECITALS:

City desires the construction, maintenance and operation of a 1,918-foot Track A, modifications to City Tracks 713, 714 and continued maintenance and operation of City Tracks 708, 709, 711 and 712 (hereinafter collectively "Track") to establish rail service at or near Fremont, Dodge County, Nebraska (Circ 7: NX039, Yard 01, Mile Post 364) Railroad's Blair Subdivision, as shown on the drawing dated May 18, 2020, attached hereto as **Exhibit A**, to which Railroad is agreeable subject to the terms and conditions of this Agreement.

AGREEMENT:

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

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

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

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

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

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

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

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

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

differs from its depiction on **Exhibit A**. References in this Agreement to the Track also apply to rearrangements, reconstructions, extensions, or additions to the Track. However, City must in all events obtain Railroad's prior written approval of the plans for any proposed Track changes.

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

Article 2. <u>OWNERSHIP OF THE TRACK</u>

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

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

Article 3. <u>MATERIALS SUPPLIED AND WORK PERFORMED BY CITY</u>

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

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

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

Article 4. <u>USE AND OPERATION OF THE TRACK</u>

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

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

C. Railroad grants City the right of ingress and egress to the Track over Railroad's property in the most practical means for the sole, specific purpose of City's fulfilling its obligations under this Agreement. City shall not have any right to enter Railroad's property for the purpose of loading, unloading, or moving railcars unless that right is specified elsewhere in this Agreement.

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

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

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

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

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

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

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

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

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

D. Notwithstanding any provision herein to the contrary, if at any time City continues in default in the performance of any covenant or promise in this Agreement for a period of thirty (30) days after notice from Railroad to City specifying such default, Railroad may, at its option, forthwith terminate

this Agreement; provided, however, that if a default by City is deemed by Railroad to be unusually dangerous or hazardous, Railroad may immediately suspend its performance under this Agreement during the thirty (30)-day default cure period. Such termination shall be effective on the thirty-first (31st) day after Railroad's notice of default is deemed received as provided in Article – "NOTICES," if default still exists, and no further notice of termination shall be required.

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

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

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

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

Article 6. PERMITS AND PROPERTY

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

Article 7. MAINTENANCE BY RAILROAD

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

B. Railroad, at Railroad's expense, shall maintain any wayside signal system (including, without limitation, leaving signals, switch circuit controllers, power switches and derails, and Positive Train Control System components) that (a) is located within Railroad's right of way or within a Control Point controlled and dispatched remotely by Railroad or (b) is located on City property and comprises part of Railroad's signal circuits. For purposes of the foregoing, a "Control Point" is a location where the signals and/or switches of a traffic control system are operated and/or controlled from a distant location.

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

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

Article 8. MAINTENANCE BY CITY

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

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

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

Article 9. SAFETY; COMPLIANCE WITH LAWS

A. Clearances/Impairments. Except as otherwise provided elsewhere in this Agreement, City must not construct, maintain, place, or allow the construction or placement of, any structure or object (including, without limitation, platforms, fences, vehicles, equipment, and when open or closed, gates, doors, and windows) closer to the Track than the standard clearance requirements of Railroad without Railroad's prior written consent as evidenced by an amendment or supplement to this Agreement. The standard clearances of Railroad ("Standard Clearances") are (a) horizontally, nine (9) feet from the

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

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

C. Protection of Railroad Employees/Contractors.

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

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

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

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

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

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

H. Notice and Flagging.

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

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

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

worked by said flagman following the flagman assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though City and/or City's contractors may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, City or City's contractors must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, City will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five (5) day cessation notice has been given to Railroad.

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

I. Compliance with Laws.

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

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

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

Article 10. LIABILITY

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

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

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

"PARTY": RAILROAD OR CITY.

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

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

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

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

3. EXCEPT AS PROVIDED IN SUBARTICLE B.4 OF THIS ARTICLE – "LIABILITY" BELOW, RAILROAD AND CITY SHALL EACH PAY THEIR

PROPORTIONATE SHARE OF ANY AND ALL CLAIMS FOR LOSS ARISING OUT OF OR CONNECTED TO THE JOINT OR CONCURRING NEGLIGENCE OF RAILROAD AND CITY, SUCH PROPORTIONATE SHARE TO BE DETERMINED BY THE COMPARATIVE FAULT OF EACH PARTY; PROVIDED, HOWEVER, THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS IMPAIRING THE RIGHT OF EITHER PARTY TO SEEK CONTRIBUTION OR INDEMNIFICATION FROM A THIRD PERSON.

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

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

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

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

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

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

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

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

D. CITY EXPRESSLY ASSUMES POTENTIAL LIABILITY UNDER THIS ARTICLE – "LIABILITY" FOR ACTIONS BROUGHT BY CITY'S OWN EMPLOYEES, AND HEREBY AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS RAILROAD FOR ANY LOSS TO CITY'S EMPLOYEES REGARDLESS OF FAULT. CITY HEREBY WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKERS' COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY RAILROAD UNDER THIS –ARTICLE – "LIABILITY." CITY ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES.

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

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

Article 11. INSURANCE

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

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

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

Article 12. PAYMENT OF INVOICES; COSTS AND EXPENSES

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

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

Article 13. NOTICES

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

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

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

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

With copy to: CITY OF FREMONT
ATTN: Fremont City Attorney
400 East Military Avenue
Fremont, Nebraska 68025-5141
Facsimile: (402) 727-2667

Article 14. ASSIGNMENT; USE BY THIRD PARTIES

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

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

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

Article 15. ATTORNEYS' FEES

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

Article 16. WAIVER OF BREACH; SAVINGS

Any waiver by either party of any breach by the other of this Agreement will not affect or impair rights arising from any other or subsequent breach. If any one or more of the provisions in this Agreement shall be invalid, illegal, or unenforceable in any respect under any applicable law: (a) the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired, and (b) to the fullest extent possible and permitted by law, the provisions of this Agreement shall be construed so as to give a maximum effect to the intent manifested by the provision held to be invalid, illegal, or unenforceable.

Article 17. RIGHTS AND OBLIGATIONS OF RAILROAD

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

Article 18. ENTIRE AGREEMENT

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

Article 19. GOVERNING LAW

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

Article 20. DISPUTE RESOLUTION

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

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

Article 21. USE BY OTHER RAILROADS

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

Article 22. ADJACENT TRACK RIGHTS

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

Article 23. TRACK SAFETY DEVICE – DERAILS

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

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

Article 24. USE OF DIGITAL IMAGERY

City acknowledges that if it or its consultant provided to Railroad digital imagery depicting the Track (the "Digital Imagery"), City authorized Railroad to use the Digital Imagery in the Exhibit A. City

represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 25. CONFIDENTIALITY

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

Article 26. SIGNATURE IN COUNTERPARTS

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

Article 27. SPECIAL PROVISIONS

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

B. **PRIVATE ROAD CROSSING.** Railroad hereby consents to City's use of a private road crossing as shown on **Exhibit A**; PROVIDED (i) the crossing is or has been installed, at City's expense, in accordance with plans approved in writing by Railroad, (ii) City shall install, at City's expense, any and all crossing protection signs or devices as may be required by any Laws governing same, (iii) the crossing is maintained in a safe operable condition and (iv) City shall be solely responsible for all damages or injuries arising from the use of the crossing howsoever.

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

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

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

E. **NON-STANDARD TRACK.** The parties acknowledge that a certain portion of track that is located adjacent to the Track at City's facility, at City's request, has not been confirmed to align with Railroad standards (the "Non-Standard Track"), and that such Non-Standard Track is located beyond Engineering Station 3+29 of Track 708 as shown on **Exhibit A** as END OF ACTIVE TRACK. For purposes of clarity, Railroad shall have no obligation to operate upon or otherwise provide service to City over the Non-Standard Track. City agrees to install and at all times during the term of this Agreement maintain, to the satisfaction of Railroad in all respects and at City's sole cost and expense, clearly visible signage prohibiting Railroad operations on the Non-Standard Track ("Required Signage"). City agrees that under no circumstances shall City (or anyone representing City) request any Railroad personnel to remove or change the location of any Required Signage. To the fullest extent allowed by applicable law, City agrees to release, defend, indemnify, and hold harmless Railroad from and against any Loss (as defined in Article – "LIABILITY" of this Agreement) arising from or growing out of (i) the Non-Standard Track, including without limitation damage to locomotives or railcars due to derailment, and/or (ii) any failure of City to duly install or maintain the Required Signage in accordance with this Special Provision

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

G. **INTRAPLANT SWITCHING.** Railroad hereby consents to City performing intraplant switching over that portion of Track 709 between the Derail Devices and over all portions of Tracks 708, 711, 712, 713 and 714 as shown on **Exhibit A**; PROVIDED (i) derail(s) of a type and in location(s) required by Railroad in its sole discretion, are or have been installed and

are maintained in good working condition, (ii) City shall be solely responsible for all damages to the Track, track material and underlying property or injuries caused by City's switching operations howsoever and (iii) City shall ensure that all employees involved in intraplant switching are properly trained regarding all applicable Laws.

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

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

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

UNION PACIFIC RAILROAD COMPANY

By_____

CITY OF FREMONT

By_____

Printed Name: Scott Getzschman
Title: Mayor

CITY OF FREMONT - LON D. WRIGHT POWER PLANT RAIL EXPANSION - FES 44902
EXEMPTION TABLE

#	DRAWING TYPE	CATEGORY	STANDARD DRAWING #	DESCRIPTION OF EXEMPTION	REASON FOR EXEMPTION	DRAWING #	TRACK	STATION(S)
1	Track Plan	Horizontal Curve	N/A	Proposed 9°00' curve on shifted Track 714 at east end of yard	Proposed curve meets UP Industrial Development criteria of 10°00' maximum without additional approvals. The facility does receive unit trains but the unit does not remain together during unloading. AREMA criteria of 7°30' is intended for operations where an entire train is kept together, especially through a loop facility, to minimize in-train forces at those types of facilities. Utilizing 7°30' curvature in this instance would push the horizontal curve into the long ties of the turnout and significantly reduce the clear length available on Tracks 713 and 714.	06	714	14+83 - 16+62
2	Profile	Vertical Curve	06 - 07	Proposed vertical curves within the limits of horizontal curves on shifted portions of Tracks 713 and 714 at east end of yard	Proposed vertical curves are located at the intersection of existing yard track grade with existing yard ladder grade. Relocated vertical curves would require adding additional sag vertical curve on each track and extend project limits. Track is low speed and vertical curve V/L rations are well below UP limit of 2.0 for industrial applications.	06	713 714	16+74 - 17+74 15+04 - 16+04
3								
4								
5								

REV. #	BY	DATE	DESCRIPTION

Ex. UPRR Track
Prop. UPRR Track
Remove UPRR Track
Shift UPRR Track
Ex. Ind. Track
Prop. Ind. Track
Remove Ind. Track
Shift Ind. Track
Future Ind. Track
Prop. Leased Ind. Trk
Ex. Leased Ind. Trk
No RR Operations
Right of Way
Acquire Property
Hand Throw Turnout
Power Turnout
Power Derail
Hand Throw Derail
Point of Curve
Bridge
Signal

HDR

UNION PACIFIC

FES #: 44902	DOCUMENT TYPE: Exhibit A
DRAWN BY: LAK	UNION PACIFIC RAILROAD — For use in Agreement with: City of Fremont
CHECKED BY: NJB	LOCATION & DESCRIPTION: Fremont, NE - Blair Sub MP 363.81 to MP 364.29 Trackage to Serve: Fremont Department of Utilities
DATE: 5/18/2020	
SHEET NUMBER 01 of 06	SHEET TITLE: Exhibit "A" - Exemption Table

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Overview
5/18/2020 11:18:17 AM

CITY OF FREMONT - LON D. WRIGHT POWER PLANT RAIL EXPANSION - FES 44902
SCOPE OF WORK MATRIX

#	ITEM / TASK	DETAILED DESCRIPTION / COMMENTS	INDUSTRY			UNION PACIFIC RAILROAD			QTY	U/M	MFG	DRAWING #	TRACK	STATION(S)
			SUPPLY	ASSEMBLE	INSTALL	SUPPLY	ASSEMBLE	INSTALL						
1	GRADING	ALL GRADING TRACK A	X		X				1,120	CY		05 - 06	A	0+00 - 19+50
2	SUBBALLAST	ALL SUBBALLAST TRACK A	X		X				650	CY		05 - 06	A	0+00 - 19+50
3	REMOVE TRACK	REMOVE TRACK FROM EXISTING TRACK 714 FOR PROPOSED TURNOUT INSTALLATION			X				108	TF		05	714	
4	REMOVE TRACK	REMOVE TRACK AT END OF EXISTING TRACK 714			X				133	TF		06	714	
5	REMOVE TRACK	REMOVE TRACK FROM EXISTING TRACK 713 FOR PROPOSED TURNOUT INSTALLATION			X				108	TF		06	713	
6	SHIFT TRACK	SHIFT EXISTING TRACK 714 TO PROPOSED TURNOUT			X				183	TF		06	714	
7	SHIFT TRACK	SHIFT EXISTING TRACK 713 TO PROPOSED TURNOUT			X				181	TF		06	713	
8	INSTALL TURNOUT	INSTALL TURNOUT WITH NO. 22-E SWITCH STAND IN EXISTING TRACK 714 FOR TRACK A	X	X	X				1	EA		05	714	
9	INSTALL TURNOUT	INSTALL TURNOUT WITH NO. 22-E SWITCH STAND IN EXISTING TRACK 713 FOR TRACK 714	X	X	X				1	EA		06	713	
10	CONSTRUCT TRACK	CONSTRUCT TRACK A	X	X	X				1,811	TF		05 - 06	A	
11	COMPROMISE JOINT	SUPPLY & INSTALL COMPROMISE JOINTS AS NEEDED TO CONNECT TO EXISTING TRACKS	X		X				10	PR		05 - 06	713/714 A	
12	EARTH BERM	CONSTRUCT EARTH BERM AT END OF TRACK A	X		X				1	EA		06	A	
13	EARTH BERM	CONSTRUCT EARTH BERM AT END OF TRACK 708	X		X				1	EA		03	708	
14	CULVERT	EXTEND EXISTING CULVERT UNDER TRACK A	X		X				14	LF		06	A	
15	MAINTENANCE	REPLACE EXISTING RAILROAD TIES	X		X				1,500	EA		SPECS	ALL EXISTING	
16	MAINTENANCE	REPLACE EXISTING RAILROAD SWITCH TIES	X		X				50	EA		SPECS	ALL EXISTING	
17	MAINTENANCE	SURFACE EXISTING TRACKS	X		X				9,700	TF		SPECS	ALL EXISTING	
18	MAINTENANCE	SURFACE EXISTING TURNOUTS	X		X				8	EA		SPECS	ALL EXISTING	
19	MAINTENANCE	REPAIR / REPLACE EXISTING SWITCH POINTS	X		X				2	EA		SPECS	ALL EXISTING	
20	INSTALL CROSSING	INSTALL CROSSING ON TRACK 709 FOR UP ACCESS TO EXISTING SIGNAL INFRASTRUCTURE	X		X				16	TF		04	709	

REV. #	BY	DATE	DESCRIPTION

Ex. UPRR Track
Prop. UPRR Track
Remove UPRR Track
Shift UPRR Track
Ex. Ind. Track
Prop. Ind. Track
Remove Ind. Track
Shift Ind. Track
Future Ind. Track
Prop. Leased Ind. Trk
Ex. Leased Ind. Trk
No RR Operations
Right of Way
Acquire Property
Hand Throw Turnout
Power Turnout
Power Derail
Hand Throw Derail
Point of Curve
Bridge
Signal

HDR

UNION PACIFIC

FES #: 44902	DOCUMENT TYPE: Exhibit A
DRAWN BY: LAK	UNION PACIFIC RAILROAD — For use in Agreement with: City of Fremont
CHECKED BY: NJB	LOCATION & DESCRIPTION: Fremont, NE - Blair Sub MP 363.81 to MP 364.29 Trackage to Serve: Fremont Department of Utilities
DATE: 5/18/2020	
SHEET NUMBER 02 of 06	SHEET TITLE: Exhibit "A" - Scope of Work Matrix

Color table: \\omtrsrv1\ECGCADStandards\UPRRTR\Tables\Color\UPRR.tbl
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Overview
5/18/2020 11:28:57 AM

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To Fremont
Timetable West

To Alington & Missouri Valley
Timetable East

LUTHER ROAD

ABANDON IN PLACE

ABANDON IN PLACE

NO 7 LH HTTO

END OF ACTIVE TRACK
INSTALL EARTH BERM
EOT TRK 708 STA 3+29.44

2X18' GATE (12' MIN. CLEAR)
TRK 708 STA 2+99.47

NO 10 LH HTTO
(MP 364.83)
MAIN TRACK 2 5239+57.95
TRK 709 STA 0+00.00

40' CROSSING
TRK 709 STA 1+35.58

13' CLEAR
TRK 709 STA 1+62.81

PORTABLE DERAIL
TRK 709 STA 1+82.18

UP ROW
TRK 709 STA 2+72.05

NO 7 LH HTTO
TRK 709 STA 2+77.06
TRK 708 STA 0+00.00

13' CLEAR
TRK 708 STA 1+22.28
TRK 709 STA 3+99.35

UNLOADING PIT FACE
TRK 709 STA 6+78

UNLOADING PIT FACE
TRK 709 STA 7+10

NO 7 RH HTTO
TRK 709 STA 7+25.96
TRK 711 STA 0+00.00

13' CLEAR
TRK 711 STA 1+32.58
TRK 709 STA 8+58.17

0+00

5+00

10+00

TRACK 708

TRACK 709

TRACK 711

14'

62'

48.5'

50'

50'

BLAIR SUBDIVISION MAIN TRACK 1

BLAIR SUBDIVISION MAIN TRACK 2

BLAIR SUBDIVISION MAIN TRACK 3

5240+00

5235+00

5230+00

5225+00

40' CROSSING
(MP 364.81)
MAIN TRACK 2
STA 5238+31.17

2X12' GATE
(11.5' MIN. CLEAR)
TRK 709 STA 5+43.58

N

100 0 100 200

SCALE IN FEET

NOTE:
UPRR ROW BASED ON
TRACK CHART DATA.

REV. #	BY	DATE	DESCRIPTION

Ex. UPRR Track
Prop. UPRR Track
Remove UPRR Track
Shift UPRR Track
Ex. Ind. Track
Prop. Ind. Track
Remove Ind. Track
Shift Ind. Track
Future Ind. Track
Prop. Leased Ind. Trk
Ex. Leased Ind. Trk
No RR Operations
Right of Way
Acquire Property
Hand Throw Turnout
Power Turnout
Power Derail
Hand Throw Derail
Point of Curve
Bridge
Signal

HDR

UNION PACIFIC

FES #: 44902	DOCUMENT TYPE: Exhibit A
DRAWN BY: LAK	UNION PACIFIC RAILROAD — For use in Agreement with: City of Fremont
CHECKED BY: NJB	LOCATION & DESCRIPTION: Fremont, NE - Blair Sub MP 363.81 to MP 364.29 Trackage to Serve: Fremont Department of Utilities
DATE: 5/18/2020	
SHEET NUMBER 03 of 06	SHEET TITLE: Exhibit "A" - Track Plan

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To Fremont
Timetable West

To Alington & Missouri Valley
Timetable East

EAST 1ST STREET
(CROSSING CLOSED)

13' CLEAR
TRK 711 STA 9+66.53
TRK 709 STA 16+91.25

NO 7 LH HTTO
TRK 709 STA 18+24.25
EOT TRK 711 STA 10+99.91

RCB CULVERT
TRK 709 STA 19+27

16' PRIVATE TIMBER CROSSING
TRACK 709 STA 28+30.00

WATER LINE
TRK 709 STA 28+74.69

OHP LINE
TRK 709 STA 28+78.56

CULVERT
TRK 709 STA 28+91.50

32' PUBLIC CROSSING
TRK 709 STA 29+21.51

SANITARY SEWER
TRK 709 STA 29+44.79

FIBER LINE
TRK 709 STA 29+50.20

15+00

20+00

25+00

30+00

14'

52'

50'

BLAIR SUBDIVISION MAIN TRACK 1

BLAIR SUBDIVISION MAIN TRACK 2

BLAIR SUBDIVISION MAIN TRACK 3

50'

96.5'

JOHNSON RD

5225+00

5220+00

5215+00

5210+00

CULVERT
MP 364.45

NO 14 LH POTO
(MP 364.43)

NO 15 LH POTO
(MP 364.35)

NO 15 RH POTO
(MP 364.32)

OHP
(MP 364.30)

CULVERT
(MP 364.30)

32' PUBLIC CROSSING
DOT # 191704J
(MP 364.29)

FIBER LINE
(MP 364.29)

NO 9 LH HTTO
TRK 709 STA 29+72.69
TRK 714 STA 0+00.00

N

100 0 100 200

SCALE IN FEET

NOTE:
UPRR ROW BASED ON
TRACK CHART DATA.

REV. #	BY	DATE	DESCRIPTION

Ex. UPRR Track
Prop. UPRR Track
Remove UPRR Track
Shift UPRR Track
Ex. Ind. Track
Prop. Ind. Track
Remove Ind. Track
Shift Ind. Track
Future Ind. Track
Prop. Leased Ind. Trk
Ex. Leased Ind. Trk
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HDR

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DATE: 5/18/2020	
SHEET NUMBER 04 of 06	SHEET TITLE: Exhibit "A" - Track Plan

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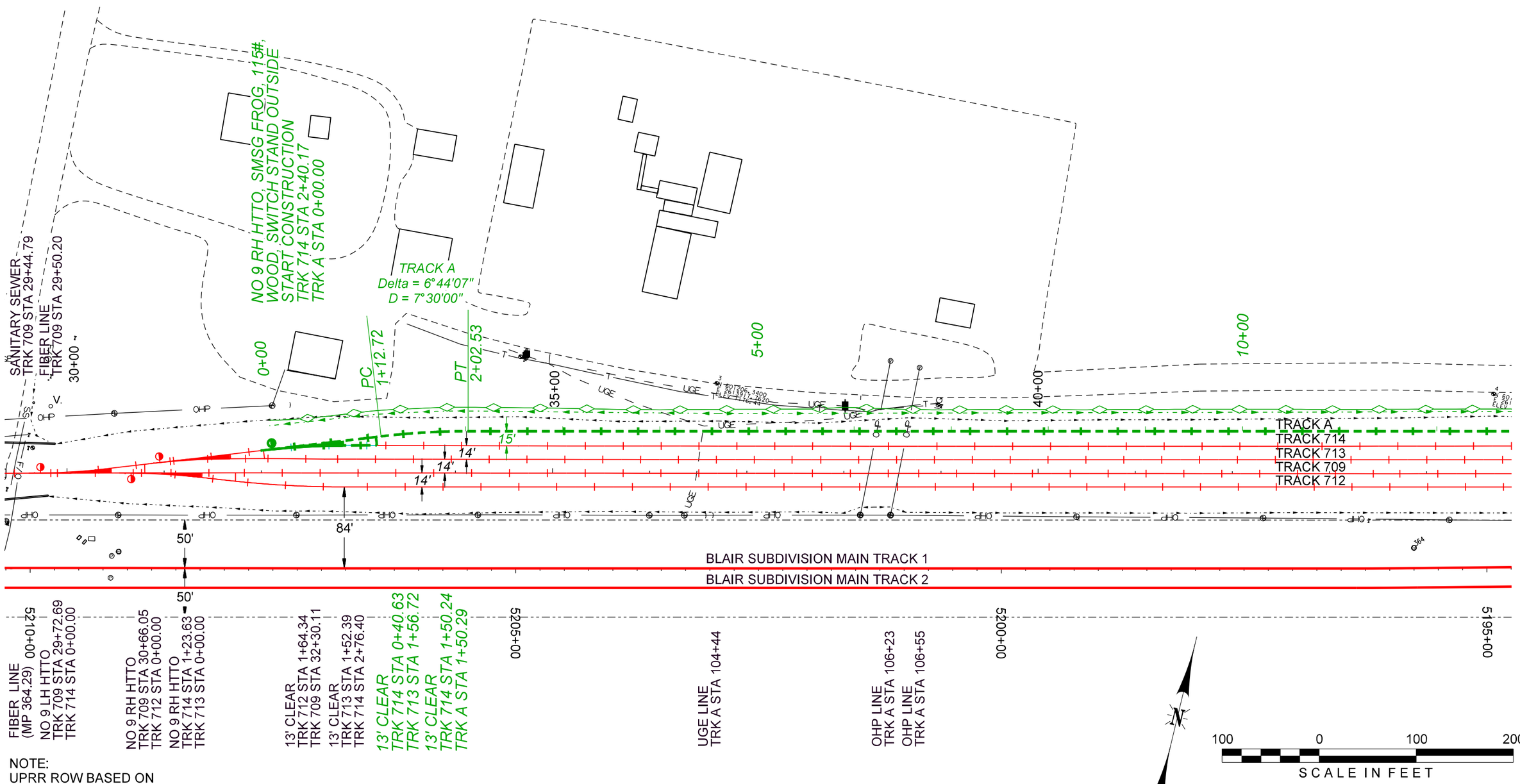

NOTE:
UPRR ROW BASED ON
TRACK CHART DATA.

REV. #	BY	DATE	DESCRIPTION

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Prop. UPRR Track
Remove UPRR Track
Shift UPRR Track
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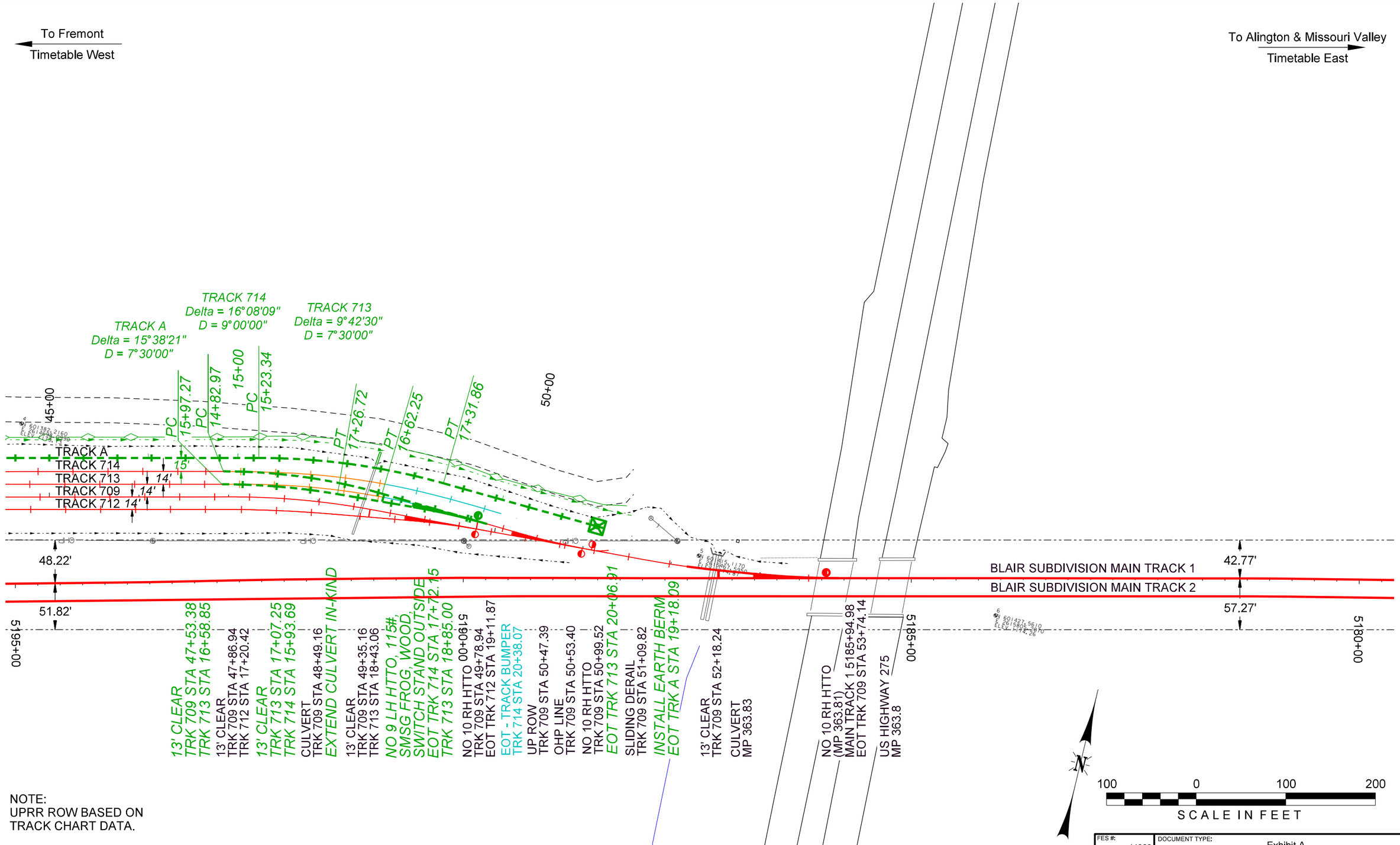

NOTE:
UPRR ROW BASED ON
TRACK CHART DATA.

REV. #	BY	DATE	DESCRIPTION

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DATE: 5/18/2020	
SHEET NUMBER 06 of 06	SHEET TITLE: Exhibit "A" - Track Plan

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Approved: Insurance Group
Created: 5/9/06
Last Modified: 10/31/2018

EXHIBIT B

Union Pacific Railroad
Contract Insurance Requirements

Industry Track Agreement
Risk Profile 7

Industry shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage). The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" covered under the Industry Track Agreement as the Designated Job Site.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $5,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos.) The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Property" covered under the Industry Track Agreement as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers Compensation and Employers Liability insurance.** Coverage must include but not be limited to:

- Industry's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit, $500,000 each employee.

If Industry is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Umbrella or Excess insurance**. If Industry utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

E. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsement

CG 20 26 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Industry's liability under the indemnity provisions of this Agreement. BOTH INDUSTRY AND COMPANY EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

F. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by the state in which this Agreement will be performed.

G. Industry waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Industry required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

H. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state in which the Track is located.

I. The fact that insurance is obtained by Industry will not be deemed to release or diminish the liability of Industry, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Industry or any third party will not be limited by the amount of the required insurance coverage.

J. Industry shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements in this Agreement.

K. All insurance correspondence, certificates of insurance and endorsements shall be addressed as follows:

Union Pacific Railroad Company
Real Estate Department – Folder #3203-51
1400 Douglas Street, Stop 1690
Omaha, NE 68179

Basic points to remember:

- The certificate must indicate that Union Pacific Railroad Company is included as an additional insured.
  (Listing Union Pacific Railroad Company only as a certificate holder is not sufficient.)
- Binders are only accepted for sixty (60) days.
- Failure to comply with insurance requirements may result in a delay of your activity with UPRR.
- The certificate must indicate your folder number.

RESOLUTION NO. 2020-123

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the Mayor to sign the Industrial Track Agreement with Union Pacific Railroad.

NOW THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Utilities and Infrastructure Board to authorize the Mayor to sign the Industrial Track Agreement with Union Pacific Railroad.

PASSED AND APPROVED THIS 9th DAY OF JUNE, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: June 9, 2020

SUBJECT: Cement/Asphalt/Excavate Work License Application

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

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

Business	Applicant	Type
Rick Coates	Rick Coates	Cement work

CITY OF
FREMONT
NEBRASKA PATHFINDERS

LICENSE APPLICATION

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

TO THE FREMONT MAYOR AND COUNCIL:

The undersigned does hereby make application for license as Cement

License should be issued to Rick Coates

License shall be used by applicant as the sole owner of business, which will be conducted under the name of Rick Coates ~~at~~ Self employed

(If applicant is not sole owner, set out the other owners:)

Applicant telephone number at place of business or where can be reached 402-720-4345

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

I have had 30+ years of practical experience in this type of work at the following places (Cover the last five years)

5 years retired, Prior Fremont Utilities Worked under Gary Sutton, Previously A Cement Licensed Contractor in Fremont Now retired also

I have the following technical education: 30+ years experience

I give you the following references: Mark Kilidal Street Dept. Mark Peterson Gas Division Did work for mark at his house.

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

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

Dated 6/4/20

Signature

STAFF REPORT

To: Honorable Mayor and City Council

From: Jennifer Dam, Planning Director

Date: June 9, 2020

Subject: Approval of Redevelopment Agreement with DPA Auctions

---

Recommendation: Approval of Resolution 2020-124

Background:

This matter involves the approval of a Redevelopment Agreement proposed for execution by the the City of Fremont ("CDA") and Del Peterson, Inc.

The CDA and the City Council of the City of Fremont approved an amendment to the Redevelopment Area #3 for the DPA Auction Project on May 26, 2020.

The minimum project valuation is $3,150,000. The total TIF indebtedness authorized is $632,000.

The agreement establishes the terms and use of TIF indebtedness.

The agreement specifies the public and private improvements that will be constructed as a result of the project.

Fiscal Impact: N/A

REDEVELOPMENT AGREEMENT

(DPA AUCTIONS REDEVELOPMENT PROJECT)

This Redevelopment Agreement is made and entered into as of the 9th day of June, 2020, by and between the Community Development Agency of the City of Fremont, Nebraska ("CDA") and Del Peterson and Associates, Inc., a Nebraska corporation ("Redeveloper").

RECITALS

A. The CDA is a duly organized and existing community development agency, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Agreement.

B. The City of Fremont (the "City"), in furtherance of the purposes and pursuant to the provisions of Article VIII, Section 12 of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 to 18-2154, as amended (collectively the "Act"), has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.

C. Redeveloper owns or has contracted to purchase the Project Site which is located in the Redevelopment Area.

D. Redeveloper submitted a redevelopment project proposal to redevelop the Project Site.

E. The redevelopment project involves acquisition of the Project Site and the construction of a new two-story, approximately 24,000 square foot office building, parking lot and associated improvements on the Project Site (the "Project").

F. The CDA has approved the redevelopment project, including the utilization of tax-increment financing to assist in the cost of the eligible public improvements defined in this Redevelopment Agreement.

G. CDA and Redeveloper desire to enter into this Redevelopment Agreement for redevelopment of the Project Site.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, CDA and Redeveloper do hereby covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Agreement.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Agreement, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

A. "Act" means Article VIII, Section 12 of the Nebraska Constitution, Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended, and acts amendatory thereof and supplemental thereto.

B. "CDA" means the Community Development Agency of the City of Fremont, Nebraska.

C. "City" means the City of Fremont, Nebraska.

D. "Effective Date" means January 1, 2021.

E. "Eligible Project Costs" means only costs or expenses incurred by Redeveloper for Public Improvements that are eligible for reimbursement under the Act.

F. "Minimum Project Valuation" means an amount equal to Three Million One Hundred Fifty Thousand and No/100 Dollars ($3,150,000.00).

G. "Private Improvements" means all the private improvements to be constructed on the Project Site as more particularly described on Exhibit "A" attached and incorporated by this reference.

H. "Project" means the improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit "A".

I. "Project Completion Date" means on or before December 31, 2021.

J. "Project Site" means all that certain real property situated in the City, more particularly described on Exhibit "A".

K. "Public Improvements" shall include all the public improvements more particularly described on Exhibit "A" which are eligible improvements under the Act. The costs of the Public Improvements include the debt service payments of the TIF Indebtedness.

L. "Redeveloper" means Del Peterson and Associates, Inc., a Nebraska corporation, or its assignee, which is subject to the written approval of the CDA.

M. "Redevelopment Agreement" means this Redevelopment Agreement between the CDA and Redeveloper with respect to the Project.

N. "Redevelopment Area" means the Redevelopment Area that is referred to as Redevelopment District #3 and that is legally described in the Redevelopment Plan.

O. "Redevelopment Plan" means the Redevelopment Plan for Redevelopment District #3 prepared by the City and dated November of 2004, and approved by the City Council of the City pursuant to Resolution No. 2004-261, as amended by that certain Redevelopment Plan Amendment approved by the City Council of the City on May 26, 2020 pursuant to Resolution No. 2020-102.

P. "TIF Indebtedness" means any bonds, notes, loans and advances of money or other indebtedness, including interest thereon, issued by the CDA or the City secured in whole or in part by TIF Revenues.

Q. "TIF Revenues" or "Tax Increment" means incremental ad valorem taxes generated by the Project which are allocated to and paid to the CDA pursuant to the Act.

Section 1.02 <u>Construction and Interpretation.</u>

The provisions of this Redevelopment Agreement shall be construed and interpreted in accordance with the following provisions:

(a) This Redevelopment Agreement shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.

(b) Wherever in this Redevelopment Agreement it is provided that any person may do or perform any act or thing the word "may" shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(c) The word "including" shall be construed as meaning "including, but not limited to."

(d) The words "will" and "shall" shall each be construed as mandatory.

(e) The captions to the sections of this Redevelopment Agreement are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

ARTICLE II

REPRESENTATIONS

Section 2.01 Representations by the CDA.

The CDA makes the following representations and findings:

(a) The CDA is a duly organized and validly existing Community Development Agency under the Act.

(b) The CDA deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper for the redevelopment of the Project Site as specified herein.

(c) The Project will achieve the public purposes of the Act by, among other things, increasing employment, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Area.

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

(a) Redeveloper is a Nebraska corporation, having the power to enter into this Redevelopment Agreement and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Agreement.

(b) The execution and delivery of the Redevelopment Agreement and the consummation of the transactions herein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Agreement or, except as disclosed in writing to the CDA, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Redeveloper owns or has contracted to purchase the Project Site, in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Agreement by Redeveloper.

(e) Redeveloper shall not assign this Agreement to any successor or assignee prior to the issuance of a Certificate of Completion without the written approval of the CDA, which shall not be unreasonably withheld; provided, however, Redeveloper may assign this Agreement and the Project Site to 4-K Capital, LLC, a Nebraska limited liability company and an affiliate of Redeveloper, without the consent of the CDA.

ARTICLE III

OBLIGATIONS OF THE CDA AND PUBLIC IMPROVEMENTS

Section 3.01 **Capture of Tax Increment**.

Subject to the contingencies described below and to all of the terms and conditions of this Agreement, commencing for the tax year of the Effective Date of the Project and continuing thereafter, the CDA shall capture the Tax Increment, as defined below, from the Project pursuant to the Nebraska Community Development Law. The CDA shall capture the Tax Increment generated by the Project Site for a total period of not to exceed fifteen (15) years after the Effective Date once the Private Improvements have been completed and included in the assessed valuation of the Project Site and the Project Site is generating the Tax Increment subject to capture by the CDA (the "TIF Period"). The effective date of this provision shall be the Effective Date of January 1, 2021, thus creating the "Redevelopment Project Valuation" or base value as of January 1, 2020. Notwithstanding the foregoing, the Redeveloper may, at its election, defer the Effective Date to January 1, 2022 by delivering written notice to the CDA on or prior to July 15, 2021, dependent on the timing of construction of the Private Improvements. The CDA shall file with the County Assessor the "Notice to Divide Taxes" on or prior to August 1 in the year of the Effective Date.

Section 3.02 **Tax Increment**.

The term Tax Increment shall mean, in accordance with Section 18-2147 of the Act, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the Dodge County Board of Equalization) for the Project Site before the completion of the construction of the Private Improvements for that year prior to the year in which the Effective Date falls, and the ad valorem tax which is produced by the tax levy for the Project Site after completion of construction of the

Private Improvements as part of the Project. For this Project, the anticipated Tax Increment is the difference between the projected taxes payable for 2021 and subsequent years through the taxes levied for tax year 2035 (after construction completion) and the taxes payable for 2020 (before commencement of construction) as more particularly set forth on Exhibit "B".

The parties acknowledge and agree that ad valorem taxes in Nebraska are typically paid in arrears in the year following the year said taxes are due. Accordingly, the Tax Increment created in the fifteenth (15th) year of the Project pursuant to Section 18-2147 of the Act and this Agreement may be paid in the sixteenth (16th) year according to customary practice in Nebraska. Said payment in arrears only affects the timing of tax payments, but does not in any way affect or limit the fifteenth (15th) year division of taxes.

Section 3.03 **Issuance of TIF Indebtedness**.

No sooner than thirty (30) days following the approval and execution of this Agreement, the CDA shall incur or issue TIF Indebtedness (the "TIF Note") in the estimated amount of Six Hundred Thirty Two Thousand and No/100 Dollars ($632,000.00), as calculated on the attached and incorporated Exhibit "B", including an annual interest rate ~~of~~not to exceed five percent (5.0%), to be issued to the Redeveloper which shall entitle the holder of the TIF Note to receive the semi-annual incremental tax payments generated by the Project for the taxes levied for the years 2021 through 2035. The TIF Indebtedness, which shall be in the form of a TIF Promissory Note, attached as Exhibit "B-1", shall not be a general obligation of the CDA or City which shall issue such Note solely as a conduit. The proceeds of the TIF Note shall be in the form of a grant by the CDA to the Redeveloper.

If the Redeveloper intends to monetize the TIF Note, it shall locate a lender or other entity to acquire and fund the acquisition of the TIF Note for this TIF Indebtedness. Redeveloper may pledge or assign the TIF Note to such lender and the CDA shall consent to such pledge upon request. The TIF Note issued to Redeveloper shall be secured by a pledge or assignment of the Tax Increment to be captured by the CDA. The Redeveloper acknowledges that, notwithstanding the pledge or assignment of the TIF Note to Redeveloper's lender, if the Project does not generate sufficient Tax Increment Revenues or the CDA does not receive sufficient Tax Increment Revenues to pay the TIF Note in full, then the CDA shall, in all events, only be required to pay the net amount received in Tax Increment Revenues from the Project as full payment of the TIF Note.

Section 3.04 Use of TIF Indebtedness.

The CDA will collect and use the Tax Increment in the form of a grant to Redeveloper to pay debt service on the TIF Indebtedness incurred as provided in Section 3.03 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the TIF Note that the CDA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified by Redeveloper pursuant to Section 4.02 and listed on Exhibit "C". In addition, upon the funding of the TIF Indebtedness by Redeveloper, the CDA shall retain an amount sufficient to pay: (a) its reasonable and necessary cost of issuance, including attorney fees; (b) its Administrative Fee of one percent (1%); and (c) the CDA's right to designate a sum equal to five percent (5%) towards improvements in the Redevelopment Area, all as set forth on Exhibit "C". The Tax Increment, less the CDA's costs set forth above, shall be paid pursuant to the terms of any

TIF Promissory Note and/or TIF resolution issued by the CDA relating to this Project.

Section 3.05 Creation of Fund.

The CDA will create a special fund to collect and hold the receipts of the Tax Increment for payment on the TIF Note. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Section 3.03 above.

Section 3.06 Projected TIF Sources and Uses.

The TIF Indebtedness calculation formula set forth on Exhibit "B", reflects the generation of incremental taxes created by the Project anticipated to be in the amount of approximately Sixty Three Thousand and No/100 Dollars ($63,000.00) for the first year after the completion of construction. The TIF sources and eligible uses are attached on Exhibit "C" and incorporated by this reference. The Projected Uses of the TIF funds are eligible under the Act, and are estimates which shall be confirmed upon construction completion and be certified by the Redeveloper under Section 4.02 below.

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance.

(a) Redeveloper will complete the Public Improvements and the Private Improvements as described on Exhibit "A" and install all equipment necessary to operate the Public Improvements and the Private Improvements no later than the Project Completion Date. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public

Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CDA as to the actual progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements. Promptly after substantial completion by Redeveloper of the Public Improvements and the Private Improvements, Redeveloper shall notify the CDA of the completion and request that the CDA issue a Certificate of Completion, the form of which is attached as Exhibit "D" and incorporated by this reference. Once issued by the CDA, the Certificate of Completion shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements, and Redeveloper shall be entitled to record the Certificate of Completion.

(b) Any contractor chosen by Redeveloper or Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance) and a penal bond as required by the Act or same alternate form of security. The CDA shall be named as an additional insured. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance). This insurance shall insure

against the perils of fire and extended coverage and shall include "special causes of loss" insurance for physical loss or damage.

Section 4.02 Cost Certification.

Redeveloper shall submit to the CDA a certification of Eligible Project Costs, after expenditure of such project costs to verify the uses described on Exhibit "C". Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. All Eligible Project Costs Certifications shall be subject to review and approval by the CDA prior to the funding of such eligible costs. Determinations by the CDA whether costs included in the Eligible Project Costs Certifications are properly included in Eligible Project Costs as defined in this Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper. Redeveloper shall be required to certify eligible costs up to the principal amount of the TIF Note of Six Hundred Thirty Two Thousand and No/100 Dollars ($632,000.00).

Section 4.03 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Agreement is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.04 **Pay Real Estate Taxes.**

(a) Redeveloper intends to create a taxable real property valuation of the Project and Project Site of not less than the Minimum Project Valuation set forth in Section 1.01(F) above, no later than as of the Project Completion Date. During the period of this Agreement, Redeveloper, its successors and assigns, will: (1) not protest a real estate property valuation of the Project and Project Site to a sum less than or equal to the Minimum Project Valuation; and (2) not convey the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes.

(b) If, during the period of this Agreement, the Project Site is assessed at less than the Minimum Project Valuation, Redeveloper shall either: (1) successfully protest the valuation of the Project Site upwards such that the valuation is equal to or greater than the Minimum Project Valuation; or (2) make a payment in lieu of taxes to the CDA upon thirty (30) days written notice in the amount of the shortfall equal to the amount the anticipated Tax Increment, as set forth on Exhibit "B", exceeds the actual Tax Increment. Redeveloper understands and agrees that the anticipated Tax Increment is a projection based on assumed values and tax levy rates and that the actual Tax Increment may vary substantially from the anticipated Tax Increment, in which event the Redeveloper could be obligated to make a significant payment in lieu of taxes.

If Redeveloper is required to pay any such shortfall as a payment in lieu of taxes, the Redeveloper shall be entitled to receive reimbursement of any such shortfall payment to the extent TIF Revenues later become available during the TIF Period in an amount in excess of the amount necessary to meet the current debt

service payments. Any such shortfall amounts not reimbursed at the end of the TIF Period shall be forgiven.

Section 4.05 No Assignment or Conveyance.

Except as otherwise set forth herein, Redeveloper shall not convey, assign or transfer the Project Site, any interest therein, or this Agreement prior to the issuance of a Certificate of Completion without the prior written consent of the CDA, which shall not be unreasonably withheld and which the CDA may make subject to any terms or conditions it reasonably deems appropriate, except for the following conveyances, which shall be permitted without consent of the CDA: ~~Any~~(a) any conveyance to an affiliate or subsidiary of Redeveloper; or (b) any assignment as security for indebtedness (i) previously incurred by Redeveloper or incurred by Redeveloper after the Effective Date for Project costs or any subsequent physical improvements to the Project Site with the outstanding principal amount of all such indebtedness (whether incurred prior to or after the Effective Date) secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment Agreement, or (ii) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the Project Site provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Agreement.

Following the issuance of a Certificate of Completion for the Project, Redeveloper is permitted to convey, assign or transfer the Project Site and, at its option, to retain the TIF Promissory Note; provided, however, that Redeveloper's successor or assignee shall take title to the Project Site subject to the terms of this

Agreement and the Memorandum of Redevelopment Agreement attached hereto as Exhibit "E". Redeveloper acknowledges and agrees that the TIF Promissory Note is payable solely and only out of the Tax Increment Revenue generated by the Project, and if the CDA does not receive sufficient Tax Increment Revenues to pay the TIF Promissory Note in full, the CDA shall only pay the amount received in Tax Increment Revenues from the Project as full payment of the TIF Promissory Note. Redeveloper further acknowledges and agrees that the CDA shall not be liable to Redeveloper for the CDA's failure to enforce the terms and conditions of this Agreement against Redeveloper's successor or assignee, including, but not limited to, the terms and conditions set forth in Section 4.04 and the CDA's remedies set forth in Article VI.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all costs for the construction of the Private Improvements and the Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Public Improvements and Private Improvements, including, with respect to the Public Improvements, the TIF Indebtedness.

Section 5.02 Encumbrances.

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Project Site except: (a) encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Project Site, (b) easements and rights of entry granted by

Redeveloper, (c) construction and materialman liens that may be filed in connection with the construction of the Private Improvements so long as any such lien is discharged or bonded within 90 days of completion of the Private Improvements, and (d) any other liens so long as any such lien is satisfied and released or substitute security is posted in lieu thereof within 90 days of Redeveloper receiving notice thereof.

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 **General Remedies of the CDA and Redeveloper.**

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Agreement shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CDA set out in Section 6.02, the remedy of specific

performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

Section 6.02 **<u>Additional Remedies of the CDA.</u>**

In the event that:

(a) Redeveloper, or successor in interest, shall fail to commence and subsequently complete the construction of the Project on or before the Project Completion Date, or shall abandon construction work for any period of 120 days (not including any period covered pursuant to the terms of Section 6.04 below);

(b) Redeveloper, or successor in interest, shall fail to pay real estate taxes or assessments on the Project Site or any part thereof when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the CDA made for such payment within thirty (30) days following written notice from the CDA (upon written request to the City, all such notices shall also be provided to Redeveloper's lender);

(c) Redeveloper does not maintain an assessed valuation equal to or greater than the Minimum Project Valuation for the Project Site for the term of this Agreement and fails to satisfy the obligations of Section 4.04(b) of this Agreement; or

(d) There is, in violation of Section 4.05 of this Redevelopment Agreement, transfer of the Project Site or any part thereof, and such failure or action by Redeveloper has not been cured within 30 days following

written notice from the CDA (upon written request to the City, all such notices shall also be provided to Redeveloper's lender),

then Redeveloper shall be in default of this Redevelopment Agreement; and in the event that such failure to perform, breach or default is not cured in the period herein provided, the parties agree that the damages caused to the CDA would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Sections 3.03 and 3.04, less any reductions in the principal amount of the TIF Note, plus interest accrued (the "Liquidated Damages Amount") which shall be paid by Redeveloper to the CDA within 30 days of demand by the CDA. To the extent that such failure results in the fact that the CDA is not able to capture the full amount of the anticipated Tax Increment contemplated hereunder, Redeveloper shall be obligated, on an annual basis, to remit the sum by which the anticipated Tax Increment exceeds the actual Tax Increment.

Section 6.03 **Remedies in the Event of Other Redeveloper Defaults.**

In the event Redeveloper fails to perform any other provisions of this Redevelopment Agreement (other than those specific provisions contained in Section 6.02), and such failure has not been cured within 30 days following written notice from the CDA, then Redeveloper shall be in default. In such an instance, the CDA may seek to enforce the terms of this Redevelopment Agreement or exercise any other remedies that may be provided in this Redevelopment Agreement or by applicable law; provided, however, that the default covered by this Section shall not give rise to a right of rescission or termination of this Redevelopment Agreement.

Section 6.04 **Limitation of Liability; Indemnification.**

(a) Notwithstanding anything in this Article VI or this Redevelopment Agreement to the contrary, neither the CDA, the City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Agreement. The obligation of the CDA on any TIF Indebtedness shall be limited solely to the Tax Increment pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither the City nor the CDA shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. Redeveloper releases the CDA and the City from and agrees that the CDA and the City shall not be liable for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Private Improvements. Provided, however, such release shall not be deemed to include such liability actions as arise directly out of the sole negligence or willful misconduct of the CDA or the City.

(b) Redeveloper agrees to indemnify, defend (at the CDA's and/or the City's option) and hold harmless the CDA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or Redeveloper's performance or failure to perform under the terms and conditions of

this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of acts, omissions, or the sole negligence or willful misconduct of the CDA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Memorandum.

A Memorandum of this Redevelopment Agreement in the form attached hereto as Exhibit "E" and incorporated by this reference shall be recorded with the Dodge County Register of Deeds for the Project.

Section 7.02 Governing Law.

This Redevelopment Agreement shall be governed by the laws of the State of Nebraska, including the Act.

Section 7.03 Binding Effect; Amendment.

This Redevelopment Agreement shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Agreement shall run with the Project Site. The Redevelopment Agreement shall not be amended except by a writing signed by the party to be bound.

Section 7.04 No Agency or Partnership.

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the CDA and the City, on the one hand, and Redeveloper, on the other hand, nor between the CDA and the City, on the one hand, and any officer,

employee, contractor or representative of Redeveloper, on the other hand. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

Section 7.05 Document Retention.

Redeveloper shall retain copies of all supporting documents that are associated with the Redevelopment Plan, Project, or this Redevelopment Agreement and that are received or generated by the Redeveloper for three years following the end of the last fiscal year in which ad valorem taxes are divided for the Project and provide such copies to the City as needed to comply with the City's retention requirements under the Act. Supporting documents shall include, but shall not be limited to, any cost-benefit analysis conducted pursuant to Section 18-2113 of the Act, and any invoice, receipt, claim, or contract received or generated by the Redeveloper that provides support for receipts or payments associated with the division of taxes.

[Signature and Notary Pages to Follow]

IN WITNESS WHEREOF, the CDA and Redeveloper have signed this Redevelopment Agreement as of the date and year first above written.

"CDA"

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

ATTEST:

By:_____ By: _____
Secretary Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ___ day of June, 2020, by _____ and _____, Chairman and Secretary respectively of the Community Development Agency of the City of Fremont, Nebraska, a public body corporate and politic, on behalf of the Agency.

_____
Notary Public

"REDEVELOPER"

DEL PETERSON AND ASSOCIATES, INC., a Nebraska corporation

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ___ day of June, 2020, by _____, _____ of Del Peterson and Associates, Inc., a Nebraska corporation, on behalf of the corporation.

_____
Notary Public

TABLE OF EXHIBITS:

Exhibit "A" – Description of Project
Exhibit "B" – TIF Indebtedness
Exhibit "B-1" – TIF Note
Exhibit "C" – Projected TIF Sources and Uses
Exhibit "D" – Certificate of Completion
Exhibit "E" – Memorandum of Redevelopment Agreement

EXHIBIT "A"

DESCRIPTION OF PROJECT

The Project undertaken by Redeveloper on the Project Site, defined as the real estate legally described as:

> Part of Lot 4, of Nelsen Business Park, to the City of Fremont, Dodge County, Nebraska, being described as follows: Beginning at the Southwest Corner of said Lot 4; thence N00°27'27"E (assumed bearing) on the West Line of said Lot 4, a distance of 73.16 feet to a point of curvature; thence northwesterly continuing on said West Line on a 532.50 foot radius curve to the left an arc distance of 170.62 feet to a point of reverse curvature, the chord of said curve bears N08°43'30"W 169.89 feet; thence northerly continuing on said West Line on a 467.50 foot radius curve to the right an arc distance of 149.85 feet to a point of tangency, the chord of said curve bears N08°43'30"W 149.21 feet; thence N00°27'27"E continuing on said West Line, a distance of 76.42 feet to a point on the West Right-of-Way Line of U.S. Highway No. 275, as previously described and recorded in Book 2005, page 0228, of the Dodge County Register of Deeds records; thence S86°00'00"E on said West Right-of-Way Line, a distance of 100.92 feet, thence S81 °36'18"E continuing on said West Right-of-Way Line, a distance of 411.49 feet; thence S27°30'16"E continuing on said West Right-of-Way Line, a distance of 449.43 feet to a point on the South Line of said Lot 4; thence N89°56'04"W on said South Line, a distance of 668.09 feet to the true point of beginning, containing 5.76 acres, more or less.

shall consist of the following:

(a) **Private Improvements**. The private improvements to be constructed by the Redeveloper on the Project Site include a new approximately 24,000 square foot office building, parking lot, and associated improvements.

(b) **Public Improvements**. Land acquisition, site preparation and grading, architectural and engineering fees, façade enhancements, energy enhancements, and other eligible public expenditures under the Act; paid for, in part, by the tax increment generated by the Private Improvements.

EXHIBIT "B"

TIF INDEBTEDNESS

1. **Principal Amount**. The principal amount of the TIF Indebtedness shall be the amount, together with interest accruing thereon~~,~~ at an annual rate not to exceed 5.0%, which can be amortized by the Maturity Date, solely from the Tax Increment Revenues based upon the current aggregate ad valorem tax rate applicable to the Project Site multiplied by an assumed valuation of $3,150,000.00 less the base valuation, subject to required debt service coverage, required reserve, and cost of issuance.

2. **Anticipated Tax Increment**: Approximately $63,000.00 annually.

3. **Payments**. Semi-annually with interest only until real estate taxes are fully collected for the tax year of the Effective Date in an amount sufficient to fully amortize the TIF Indebtedness on or before the Maturity Date.

4. **Maturity Date**. On or before December 31, 2036.

5. **Notice to Divide Taxes**. The CDA shall file the "Notice to Divide Taxes" with the Dodge County Assessor prior to August 1, 2020.

EXHIBIT "B-1"

TIF NOTE
(See Attached)

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ("THE 1933 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

Registered
No. 1

Registered
$632,000.00

UNITED STATES OF AMERICA
STATE OF NEBRASKA
THE COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF FREMONT

COMMUNITY REDEVELOPMENT REVENUE NOTE
(DPA AUCTIONS REDEVELOPMENT PROJECT)
SERIES 2020

Maturity Date	Interest Rate	Original Issuance Date
December 31, 2036	~~5.0%~~____%	_____, 20___

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Registered Holder	Principal Amount
_____	$632,000.00

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THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA (the "Issuer"), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above together with ~~five~~____ percent ~~(5.0%)~~(____%) interest at the office of the Fremont City Treasurer, as Paying Agent and Registrar, from the Original Issuance Date identified above. Accrued interest for 2021 shall be made in the form of Interest only payments in two (2) installments annually due July 15, 2021 and December 15, 2021. Thereafter principal shall be payable in thirty (30) equal semi-annual installments due July 15, 2022, December 15, 2022, and each June 15 and December 15 thereafter through December 15, 2036. The 2035 tax liability levied for 2035 shall be divided when the 2035 tax payments are made in 2036. Payments on this Note will be made by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the calendar day next preceding the applicable payment date at his address as it appears on such note registration books. The principal of this Note is payable in any coin or currency of the United States of America which on the

respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated The Community Development Agency of the City of Fremont, Nebraska Redevelopment Revenue Note (DPA Auctions Redevelopment Project), Series 2020, aggregating Six Hundred Thirty Two Thousand and 00/100 Dollars ($632,000.00) (the "Note") in principal amount which has been issued pursuant to Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended and supplemented (the "Act") and under and pursuant to a Resolution adopted by the Governing Body of the Issuer (the "Resolution"), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment Revenues generated by the Project as identified in the Redevelopment Agreement by and between the Issuer and the Registered Holder hereof. All such revenue has been duly pledged for that purpose. If the Project does not generate sufficient Tax Increment Revenues or the Issuer does not receive sufficient Tax Increment Revenues to pay the Note in full, then the Issuer shall only pay the net amount received in Tax Increment Revenues from the Project as full payment of this Note.

THIS NOTE DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No recourse shall be had for the payment of the principal on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Agreement against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible "redevelopment project" as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Fremont, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly

done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by his duly authorized attorney, upon surrender of this Note together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his duly authorized attorney, together with a purchase letter, and thereupon a new registered Note or Notes in the same aggregate principal amounts shall be issued to the transferee in exchange therefor, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is issuable in the form of a registered Note without coupons. Subject to such conditions and upon the payment of such charges provided in the Resolution, the owner of any registered Note or Notes may surrender the same (together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney), in exchange for an equal aggregate principal amount of registered Notes of any other authorized denominations.

The Note is prepayable at any time in whole or in part, at a prepayment price of par, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service or in the event the Redeveloper directs the Issuer that it wishes to prepay the Note.

Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

This Note shall not be entitled to any benefit under the Redevelopment Agreement referred to herein or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

THE COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF FREMONT,
NEBRASKA

ATTEST:

_____
Tyler Ficken, Secretary

By: _____
Chairman

CERTIFICATE OF AUTHENTICATION

This Note is delivered pursuant to the within-mentioned Resolution.

Fremont City Treasurer,
as Paying Agent and Registrar

By: _____
Authorized Signature

EXHIBIT "C"

PROJECTED TIF SOURCES AND USES

1. PROJECTED TIF SOURCES

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Assumptions:	Dodge Co. Tax Levy (2019)	2.047225	
	TIF period (years)	14	
	Interest Rate:	5.0%	
Property Value Assumptions:		Assessed Value	Estimated Taxes
	Pre-Project	$57,000	$1,000
	Completed Project	$3,150,000	$64,000
	Difference	$3,093,000	$63,000
TIF Calculations:	Annual Tax Increment	$63,000	
	TIF Loan Amount	**$632,000**	

2. PROJECTED TIF USES[1]

	Project Costs
A. Admin. Fee – 1%	$6,320
B. Cost of Issuance	$5,000
C. City Improvements – 5%	$31,600
D. Site Acquisition	$125,000
E. Site Preparation & Grading	$45,000
F. Façade Enhancements	$450,000
G. Engineering Fees	$10,000
H. Energy Efficiency Enhancements	$100,000
Total	$772,920*

*Eligible TIF Uses are projected to be over $772,920, but the TIF Revenue Projection is limited to $632,000 which is the sum generated by the projected incremental revenues based on the projected valuation of the redevelopment project. For purposes of the Cost Certification required by Section 4.02, Redeveloper shall be required to certify costs up to the amount of the TIF Note of $632,000.

[1] All costs are estimates and are subject to final confirmation and adjustment upon construction completion.

EXHIBIT "D"

CERTIFICATE OF COMPLETION

The Community Development Agency of the City of Fremont, Nebraska, a municipal corporation in the State of Nebraska (the "CDA"), hereby makes the conclusive determination and certification that, with regard to the following real property situated in the City of Fremont, Dodge County, Nebraska, to wit:

_____
_____
_____ in the City of Fremont, Dodge County, Nebraska.

("Redeveloper Property"), all the improvements required to be constructed upon the above-described Redeveloper Property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement (DPA Auctions Redevelopment Project) by and between the Community Development Agency of the City of Fremont, Nebraska, a municipal corporation in the State of Nebraska, and Del Peterson & Associates, Inc., a Nebraska corporation, and its successors and assigns ("Redeveloper"), said Agreement dated as of _____, 2020 and a Memorandum of which is recorded as Instrument No. 2020-_____, in the office of the Register of Deeds for Dodge County, Nebraska.

The CDA further makes the conclusive determination that the Private Improvements (as defined in the Agreement) to the above-described Redeveloper Property are presently in conformance with the Agreement.

IN WITNESS WHEREOF, the CDA and Redeveloper have executed this instrument this _____ day of _____, 2020.

"CDA"

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

_____
_____, Chairperson

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, Chairperson of the Community Development Agency of the City of Fremont, Nebraska, on behalf of the Agency.

_____
Notary Public

"REDEVELOPER"

DEL PETERSON AND ASSOCIATES,
INC., a Nebraska corporation

By: _____
Name:_____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020, by _____, _____ of Del Peterson and Associates, Inc., a Nebraska corporation, on behalf of the corporation.

_____
Notary Public

EXHIBIT "E"

MEMORANDUM OF REDEVELOPMENT AGREEMENT
(See Attached)

After recording return to:
Heather A. Carver
Cline Williams Wright Johnson
& Oldfather, L.L.P.
Sterling Ridge
12910 Pierce Street, Suite 200
Omaha, Nebraska 68144

MEMORANDUM OF REDEVELOPMENT AGREEMENT
(DPA AUCTIONS REDEVELOPMENT PROJECT)

This Memorandum of Redevelopment Agreement ("Memorandum") is made this ___ day of _____, 2020 by and between the Community Development Agency of the City of Fremont, Nebraska ("CDA") and Del Peterson & Associates, Inc., a Nebraska corporation ("Redeveloper").

1. **Redevelopment Agreement**. CDA and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, describing the public improvements being made by the CDA in the Redevelopment Area and the private improvements being made to real property owned by Redeveloper and legally described as:

> Part of Lot 4, of Nelsen Business Park, to the City of Fremont, Dodge County, Nebraska, being described as follows: Beginning at the Southwest Corner of said Lot 4; thence N00°27'27"E (assumed bearing) on the West Line of said Lot 4, a distance of 73.16 feet to a point of curvature; thence northwesterly continuing on said West Line on a 532.50 foot radius curve to the left an arc distance of 170.62 feet to a point of reverse curvature, the chord of said curve bears N08°43'30"W 169.89 feet; thence northerly continuing on said West Line on a 467.50 foot radius curve to the right an arc distance of 149.85 feet to a point of tangency, the chord of said curve bears N08°43'30"W 149.21 feet; thence N00°27'27"E continuing on said West Line, a distance of 76.42 feet to a point on the West Right-of-Way Line of U.S. Highway No. 275, as previously described and recorded in Book 2005, page 0228, of the Dodge County Register of Deeds records; thence S86°00'00"E on said West Right-of-Way Line, a distance of 100.92 feet, thence S81 °36'18"E

continuing on said West Right-of-Way Line, a distance of 411.49 feet; thence S27°30'16"E continuing on said West Right-of-Way Line, a distance of 449.43 feet to a point on the South Line of said Lot 4; thence N89°56'04"W on said South Line, a distance of 668.09 feet to the true point of beginning, containing 5.76 acres, more or less.

2. **Tax Increment Financing**. The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CDA of the private improvements to be made by the Redeveloper for a period not to exceed fifteen (15) years after the Project Effective Date of January 1, 2021. The Tax Increment so captured by the CDA shall be used to make the public improvements as described in the Redevelopment Agreement.

3. **Remaining Terms**. The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the CDA offices in Fremont, Nebraska.

"CDA"

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

_____
_____, Chairperson

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, Chairperson of the Community Development Agency of the City of Fremont, Nebraska, on behalf of the Agency.

_____
Notary Public

"REDEVELOPER"

DEL PETERSON AND ASSOCIATES, INC., a Nebraska corporation

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020, by _____, _____ of Del Peterson and Associates, Inc., a Nebraska corporation, on behalf of the corporation.

_____
Notary Public

~~4842-4270-2781~~4826-0797-3309, v. ~~1~~2

CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA

RESOLUTION NO. 2020-124
(Redevelopment Agreement for the DPA Auctions Redevelopment Project)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA APPROVING THE REDEVELOPMENT AGREEMENT FOR THE DPA AUCTIONS REDEVELOPMENT PROJECT AND AUTHORIZING THE ISSUANCE OF TAX INCREMENT FINANCING INDEBTEDNESS.

WHEREAS, the City Council of the City of Fremont, Nebraska on May 26, 2020 approved and adopted an Amendment to the Redevelopment Plan for a certain redevelopment area located in the City of Fremont, Nebraska and identified as Redevelopment District #3 (the "Redevelopment Area") and a Cost-Benefit Analysis for the DPA Auctions Redevelopment Project (the "Project") pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 et seq. (the "Act");

WHEREAS, a copy of the Redevelopment Agreement by and between the Community Development Agency of the City of Fremont (the "CDA") and Del Peterson and Associates, Inc., a Nebraska corporation, that will implement and govern the Project (the "Redevelopment Agreement") is attached as Attachment "A" and incorporated herein by this reference;

WHEREAS, on June 9, 2020, a meeting of the City Council was held at the Fremont City Council Chambers, 400 East Military Road, in Fremont, Nebraska in order to determine whether the Redevelopment Agreement should be approved;

WHEREAS, the Redevelopment Plan and the Redevelopment Agreement will, in accordance with the present and future needs of the City of Fremont, promote the health, safety, morals, order, convenience, prosperity and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act;

WHEREAS, the Redevelopment Plan is feasible and is in conformance with the general plan for development of the City and its objectives are being accomplished in the Redevelopment Agreement for the Project;

WHEREAS, the Project as described in the Redevelopment Agreement would not be economically feasible as designed without the use of tax increment financing; and the Project as designed would not occur in the Redevelopment Area without the use of tax increment financing; and the Project is in the long-term best interests of the community;

WHEREAS, the City Council has reviewed the Redevelopment Agreement and has found it to be in conformity with the Act and the general plan for development of the City of Fremont, and in the best interests of the City of Fremont; and

WHEREAS, pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the City Council desires to approve the Redevelopment Agreement and to approve the issuance of TIF Indebtedness in the form of the TIF

Note attached to the Redevelopment Agreement as Exhibit "B-1", in an amount not to exceed Six Hundred Thirty Two Thousand and No/100 dollars ($632,000.00).

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Fremont, Nebraska does hereby approve and adopt the Redevelopment Agreement in substantially the form attached hereto as Attachment "A";

BE IT FURTHER RESOLVED, that the CDA of the City of Fremont is hereby authorized to negotiate the terms and conditions of the Redevelopment Agreement, and to execute and deliver the Redevelopment Agreement with such changes, modifications, and additions and deletions therein as the CDA and its legal counsel shall deem necessary, desirable or appropriate;

BE IT FURTHER RESOLVED, that the CDA of the City of Fremont is hereby authorized to take all actions contemplated by the Redevelopment Agreement including, without limitation, to issue indebtedness following the lapse of thirty (30) days after the approval of the Redevelopment Agreement, in an amount not to exceed Six Hundred Thirty Two Thousand and No/100 dollars ($632,000.00), in the form of the TIF Note attached to the Redevelopment Agreement as Exhibit "B-1". Such TIF Indebtedness shall be repaid solely from the Tax Increment created by the Project and does not represent the general obligation of the CDA nor the City of Fremont; and

DATED THIS 9th DAY OF JUNE, 2020.

THE CITY OF FREMONT, NEBRASKA

By: _____
Scott Getzschman, Mayor

ATTEST: _____
Tyler Ficken, City Clerk

ATTACHMENT "A"

Redevelopment Agreement

[See Attached]

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jennifer Dam, Planning Director

DATE: June 9, 2020

SUBJECT: Bluestem Commons REVISED Subdivision Agreement

Recommendation: Motion to Approve the REVISED Bluestem Commons Subdivision Agreement

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Background:

Attached is the revised subdivision agreement for the Bluestem Commons development showing proposed changes suggested by City Council.

This agreement was modeled after an existing subdivision agreement the City currently has in place for similar development that is a Sanitary Improvement District (SID).

The changes clarify that the City will only pay for portions of the sanitary sewer that are oversized.

The developer has agreed to install and pay for playground equipment by the clubhouse. The equipment will be maintained by the residential association.

Fiscal Impact: Subdivision agreements protect the City and codifies how costs and improvements will be paid by the Developer.

SUBDIVISION AGREEMENT

Bluestem Commons Subdivision

THIS AGREEMENT, made and entered into this 9th day of June 2020, between FWFH, LLC, a Nebraska limited liability company and FOZC, LLC, a Nebraska limited liability company, (collectively, hereinafter referred to as "Subdivider"), SANITARY AND IMPROVEMENT DISTRICT NO 9 of DODGE COUNTY, NEBRASKA, (hereinafter referred to as "District"), and the CITY OF FREMONT, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit "A", which parcel of land is outside the corporate limits of the City, within the City's zoning and platting jurisdiction, and found to be in accordance with the Comprehensive Plan of the City ; and,

WHEREAS, the overall area to be developed will be developed in 2 phases, a final plat having been approved for Phase 1 only (hereinafter referred to as the "Area to be Developed"), which final plat is attached her as Exhibit “A; and

WHEREAS, the Subdivider proposes that the District will build certain public improvements in the Area to be Developed; and,

WHEREAS, the Subdivider and the District wish to connect the system of sanitary sewers to be constructed by the District, within the Area to be Developed, to the sewer system of the City; and,

WHEREAS, the Subdivider has or will create the Bluestem Commons Owners Association, Inc. ("Owners Association"), for residential lots within the Area to be Developed, comprised of the property owners of the following:

- Lots 2-11, Block 1
- Lots 1-21, Block 2
- Lots 1-32, Block 3
- Lots 1-24, Block 4
- Lots 1-12, Block 5
- Lots 2-5, Block 6

(Collectively, the "Residential Lots"); and for apartment buildings within the Area to be Developed, comprised of the property owners of the following:

- Lot 1, Block 1—(four apartment buildings, containing 30-34 units each)

(Collectively, the "Apartment Buildings"); and,

WHEREAS, the Area to be Developed includes the following outlot which will be developed as part of Phase 1:

- Outlot "A"

(the "Retained Lot") (collectively, the Residential Lots, the Apartment Buildings, and the Retained Lot, are the "Lots"); and,

WHEREAS, the parties wish to agree upon the manner and the extent to which public funds may be expended in connection with public improvements to be constructed within the Area to be Developed or serving the Area to be Developed and the extent to which the contemplated public improvements specially benefit property in the Area to be Developed and to what extent the cost of same shall be specially assessed.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For the purpose of this Agreement, the following words and phrases shall have the following meanings:

A. The "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees (including but not limited to design, observation, and testing), attorneys' fees, testing expenses, publication costs, financing costs and miscellaneous costs. Financing costs shall include all fiscal agent's warrant fees and bond fees, and interest on warrants to date of levy of special assessments. The date of levy of special assessments shall mean within six (6) months after acceptance of the improvement by the Board of Trustees of the District. For costs reimbursed by the City as set forth in Section II below, financing costs shall include interest on warrants from the date of issuance by the District to the date of reimbursement by the City to the District.

B. "Property benefited" shall mean property within the Area to be Developed which constitutes building sites. Outlot "A" is open area and therefore is not a building site and shall be owned and maintained by the Owners Association, its successors or assigns.

C. "Street intersections" shall be construed to mean the area shown on the attached street intersection drawings (Exhibit "B").

D. "General obligation" shall mean unassessable capital costs.

E. (RESERVE FOR PHASE 2---"County Road T Improvements")

SECTION I

Subdivider and District covenant that Subdivider shall, and the District covenants that the District will, within 180 days of the filing of the final plat but in any event prior to beginning construction of the improvement, present to the City Clerk for the benefit of the City binding contracts in full force and effect calling for the timely and orderly installation of the following public improvements, according to the terms of those contracts. The District shall also provide and deliver to the City written confirmation of a binding agreement between the District and its fiscal agent calling for the placement of the warrants or bonds of the District for the installation of the improvements set forth herein:

A. Concrete paving of all streets dedicated, per the plat (Exhibit "A"), with residential paving to be twenty-eight (28) feet in width. Final plans and specifications for said improvements shall be approved by the City prior to the start of construction.

B. All sanitary sewer mains, manholes and related appurtenances constructed in dedicated street rights-of-way and easements, per plat (Exhibit "A"), same to be located as shown on attached Exhibit "C". Final plans and specifications for said improvements shall be approved by the City prior to the start of construction.

C. Storm sewers, inlets, manholes and related appurtenances constructed in street rights-of-way and easements, per plat (Exhibit "A"), as shown on attached Exhibit "D". Final plans and specifications for said improvements shall be approved by the City prior to the start of construction.

D. Water Mains, hydrants, and related appurtenances constructed in street rights-of-way and easements, per plat (Exhibit "A"), as shown on attached Exhibit "E". Final plans and specifications for said improvements shall be approved by the City prior to the start of construction.

E. Gas distribution mains located within dedicated street rights-of-way dedicated per plat (Exhibit "A") to be installed by the City.

F. Street lighting for public streets dedicated per plat (Exhibit "A") to be installed by City.

G. Underground electrical service to each of the lots per plat (Exhibit A) in the Area to be Developed to be installed by City.

H. Sidewalks and street trees along both sides of all public streets within the Area to be Developed shall be constructed by the Subdivider or District in conformance with the City subdivision ordinances according to the following schedule:

    1. Curb ramps shall be constructed per City standards at all public street intersections. Construction of these ramps shall be included in the street paving project but shall not take place until after all conflicting utilities have been installed. The cost for these ramps may be a general obligation of the District.

    2. Sidewalks shall be a private expense, except for sidewalks fronting outlots owned by the outlot owner per paragraph B of the definitions and except sidewalks along Luther Road, which shall be a general obligation of the District. All sidewalks shall be constructed in accordance with the Subdivider's building guidelines and with Covenants, Conditions, and Restrictions applicable to the Area to be Developed.

SECTION II

The parties agree that the entire cost of all public improvements paid for by the District and set out in Section I herein shall be defrayed as follows:

A. One hundred percent (100%) of the entire cost of all streets and sidewalks shall be paid by special assessment against the property benefited within the Area to be Developed,

except for street intersections which may be a general obligation and except for sidewalks fronting outlots and sidewalks along Luther Road which may be a general obligation, as indicated in Exhibit "B".

B. The sanitary sewer lift station will be built to serve both Phase 1 and Phase 2 of the overall area to be developed, and, as such, the entire cost of the sanitary sewer lift station may be a general obligation of the District.

C. The ~~entire~~ cost of the off-site sanitary outfall sewer (except oversizing) located outside the District Boundaries along Luther Road ("Outfall Sewer") shall be paid ~~by the City D~~ as follows:

1. Fifty percent (50%) of~~All~~ invoices for an 8"~~the~~ Outfall Sewer extension along Luther Road shall be paid by the District as a general obligation and fifty percent (50%) shall be paid by the City.

2. When construction of the Outfall Sewer along Luther Road reaches substantial completion, the District shall submit a Statement of Costs for all costs incurred by the District associated with the Outfall Sewer along Luther Road. The City will reimburse the District for fifty~~one hundred~~ percent (50~~100~~%) of the costs incurred by the District for the 8" Outfall Sewer plus any costs for oversizing. The City shall reimburse the District within sixty~~thirty~~ (6~~3~~0) days of receipt of the Statement of Costs. All reimbursements from the City to the District shall be credited to the Bond Construction Account of the District.

3. Upon completion of the Outfall Sewer along Luther Road, the Outfall Sewer shall be turned over to the City, which will then own, operate, and maintain the Outfall Sewer.

D. One hundred percent (100%) of the entire cost of all sanitary sewers, including manholes and other appurtenances, shall be paid by special assessment against property benefited within the Area to be Developed, provided,

1. Upon completion of the sanitary sewers, the sanitary sewers shall be turned over to the City which will then own, operate, maintain the sanitary sewers for the benefit of the District.

2. The District shall pay a yearly maintenance fee as provided by the City, which cost shall not exceed three thousand dollars ($3,000.00).

3. Customers of the District shall be charged an "Outside City" schedule of rates. At the time the District is annexed, Customers will be charged a "Within City" schedule of rates.

E. One hundred percent (100%) of the entire cost of the storm sewer and appurtenances serving the District constructed inside the District boundary by the District may be a general obligation of the District.

F. The entire cost of the off-site water distribution system and located outside the District Boundaries ("Off-Site Water System"), shall be paid by the City, as follows:

1. All invoices for the Off-Site Water System shall be paid by the District.

2. When construction of the Off-Site Water System reaches substantial completion, the District shall a Statement of Costs for all costs incurred by the District associated with the Offsite Water System. The City will reimburse the District for one hundred percent (100%) of the amount paid to date by the District for the Off-Site Water System. The City shall reimburse the District within sixty~~thirty~~ (6~~3~~0) days of receipt of the Statement of Costs. All reimbursements from the City to the District shall be credited to the Bond Construction Account of the District.

3. Upon completion of the Off-Site Water System, the Off-Site Water System shall be turned over to the City, which will then own, operate, and maintain the Off-Site Water System.

G. ~~The~~ One hundred percent of the entire cost of the water distribution system (including all water mains, hydrants, and related appurtenances) serving the Area to be Developed and located within the District Boundaries ("On-Site Water System") shall be specially assessed against property benefitted with the Area to be Developed.

1. Upon completion of the On-Site Water System, the On-Site Water System shall be turned over to the City, which will then own, operate, maintain the On-Site Water System for the benefit of the District.

2. Provided that owners of Lots within the District pay the applicable connection and service extension charges to the City, the City shall charge owners of Lots within the District an "Outside City" schedule of rates, until such time as the District is annexed, at which point owners of Lots within the District will be charged a "Within City" schedule of rates.

H. One hundred percent (100%) of the entire cost of monthly contract charges paid to the City for furnishing lighting of public streets shall be paid from the operating fund of the District.

I. District shall pay $750 per Residential/Duplex Lot to the City when the primary electric lines are constructed by the City in the Area to be Developed.

J. One hundred percent (100%) of the entire cost of the installation of electrical power secondary service to each Lot in the Area to be Developed shall be specially assessed against each Lot as follows:

1. Connection fee and applicable secondary service fees for each residential lot shall be paid to City by the prospective customer when service is requested.

2. Connection fee, primary electrical conduit, and applicable secondary service fees for each commercial/multifamily lot shall be paid to City by the prospective customer when service is requested.

3. Customers of the District shall be charged an "Outside City" schedule of rates. At the time the District is annexed, Customers will be charged a "Within City" schedule of rates.

K. Any payments to other sanitary and improvement districts, sanitary districts, or municipalities for any fees or charges will not be a general obligation of the District, except as otherwise provided in this agreement. No such charges are expected at this time.

L. No funds of the District are to be used for the installation or maintenance of telephone equipment.

M. ~~Street~~ One hundred percent (100%) of the entire cost of street identification signs shall be paid by the District and may be a general obligation~~, provided the signs are in compliance~~ of the District. The signs shall comply with the Manual on Uniform Traffic Control Devices. All signs shall be approved, in writing, by the Traffic Engineer of the City prior to installation.

N. The Sediment and Erosion Control Plan to be submitted to the City for compliance with NPDES regulations is attached hereto and incorporated herein as Exhibit "F". The City must approve said plan prior to City Engineer's second signature on the final plat. The initial construction cost of grading and piping for temporary sediment and erosion control facilities shall be paid for privately by the Subdivider. Removal of said sediment and erosion control measures may be a general obligation of the District. All sediment and erosion control facilities are to remain in place until seventy percent (70%) of the drainage sub-basin serviced by these erosion control measures are fully developed (all non-pervious areas shall be covered with established vegetation cover), and with the written permission of the City Public Works Department authorizing their removal. Sediment removal shall be paid as follows:

1. During the initial construction of public streets and sewers, the District may pay for the removal as a general obligation of the District; a separate bid item shall be included in the public improvements contract for this work.

2. For all subsequent sediment removal, the District shall pay for the work from its operating fund as a general obligation of the District.

3. Basin closure or removal may be a general obligation of the District.

O. One hundred percent (100%) of the entire cost and installation of a storm warning siren, at a location approved by the City, shall be paid by the District and may be a general obligation of the District.

SECTION III

Credit or funds of the District may be used to pay for any public improvements specified in this Agreement, but not for any other purpose. PROVIDED, HOWEVER, the District may issue warrants for the purpose of paying for repairs, maintenance and operating costs of the District, such warrants to be paid out of funds obtained by the District through its general fund tax levy, or where allowed by law, may be paid from special assessments or fees or charges. Maintenance, repair and reconstruction of a public improvement shall not be a general obligation of the District nor shall construction warrants be issued therefor without the prior written approval of the City Engineer for any amount exceeding $25,000, which approval will not be unreasonably withheld, conditioned, or delayed. ~~Storm warning sirens purchases or~~

~~installation may be a general obligation.~~ The District shall not acquire any interest in real property without the prior approval of the City of Fremont, except as shown on the Final Platt.

The General Obligation of the District for Phase 1 is estimated to be $1,672~~588~~,20~~0~~00.00 (not including reimbursable cost of the City as set forth in Section II above), as shown on the Source & Use of Funds, Exhibit "G". The Source and Use of Funds for the total District is shown on Exhibit “G-1”. The District valuation for Phase 1 is estimated to be $33,359,212.00, as shown on Exhibit "H", for a Phase 1 debt ratio as set forth in Section II above, of 5.01~~4.76~~%. The debt ratio for the total District is shown on Exhibit “H-1” as 4.13~~3.97~~%. The General Obligation of the District shall be incurred only for costs identified as General Obligation-eligible costs in this Agreement, and shall not exceed the District engineer's estimate of probable cost of $1,672~~588~~,20~~0~~00.00 for the Phase 1 and as shown on Exhibit "G," by more than 15%, except either i) the City Engineer or their designee may administratively approve a corresponding increase in the General Obligation of the District, or ii) by amendment of this Agreement and approval by the Fremont City Council. The City agrees that its failure to timely reimburse the District as set forth in Section II above will materially interfere with the operation of the District and its statutory and contractual obligations. Any General Obligation costs in excess of the approved amount shall be specially assessed or paid for privately. In no event shall public improvements financed by the District's General Obligation debt be in excess of 4.5% of estimated valuations.

SECTION IV

A. City covenants and agrees that should the City, by reason of its annexation of the District, or any area thereof, prior to District's levy of special assessments for the improvements authorized in this Agreement thereby succeeds to the District's power to levy special assessments, that the City will levy same in accordance with this Agreement.

B. All parties covenant and agree that nothing in this Agreement shall be construed so as to oblige the City to annex the Area to be Developed or any part thereof.

C. The District shall not sue nor fund any lawsuit to prevent any annexation of property within the District by the City except in the event the City annexes only a part of the District; the District does not waive its right to contest a proper division of assets and liabilities.

SECTION V

Subdivider and District covenant and agree that the District created by the Subdivider will:

D. Abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements in subdivisions and testing procedures therefor.

E. Except as may otherwise be agreed to by City, all of said District's levy of special assessments shall be made in such a manner so as to assure that the entire burden of the levy is borne, on an equitable basis, by lots or parcels which are truly building sites. If any lot, parcel or other area within the Area to be Developed is not a building site by reason of insufficient size or dimensions, or by reason of easements or similar

burdens, or for any other reason, then no portion of the total amount shall be levied against said unbuildable lot, parcel or other area.

F. The District shall provide the following information to the City Engineer at least twenty (20) days prior to the meeting of the Board of Trustees of the District held to propose the levy of special assessments:

1. A detailed schedule of the proposed special assessment and/or the amount of general obligation costs of any improvement or acquisition.

2. A plat of the area to be assessed.

3. A full and detailed statement of the entire cost of each type of improvement, which statement or statements shall separately show:

   i. The amount paid to the contractor.

   ii. A special itemization of all other costs of the project, including, but not limited to, all engineering fees, attorneys' fees, testing expenses, publication costs, financing costs, including, but not limited to, interest on all warrants to date of levy of special assessments, estimated fiscal agent's warrant fees, bond fees and other items shown as "soft costs".

   iii. A special itemization of all costs of the District not itemized in (i) and (ii) above.

G. The District agrees that it will not unreasonably delay acceptance of an improvement and that District shall levy special assessments within six (6) months after acceptance of the improvement. In addition to the above notice requirement, the District shall also, twenty (20) days prior to the Board of Equalization hearing of the District, give notice in writing to the City that the Board of Equalization will be convened on that date for the consideration of the levying of special assessments and equalization and apportionment of debt.

SECTION VI

A. The District agrees to annually levy a total combined ad valorem property tax of at least 85 cents per $100 taxable valuation until all construction fund debt is converted to bonds, and in no event, shall the District's total levy, be less than the City's total levy.

B. After written notice from the City to the District of the City's intention to annex all of the territory of the District, the District shall not, until the earlier of (i) final annexation, or (ii) nine (9) months from the District's receipt of written notice of intent of annexation, enter into any contract that is in excess of $20,000 of budgeted expenditures or that exceeds one year in duration, unless and until such contract is first approved by the City Engineer or their designee. Any such contract that is not first approved by the City Engineer or their designee shall be voidable by the City after the annexation becomes effective. Notwithstanding anything to the contrary herein, nothing in this paragraph shall be deemed to restrict the District from complying with statutory budgeting requirements or from approving contracts that *are* in the reasonable judgment of the Board of Trustees

necessary to address an emergency situation within the District or to comply with their statutory obligations as Trustees.

SECTION VII

IN THE PERFORMANCE OF THIS AGREEMENT, THE DISTRICT SHALL NOT DISCRIMINATE AGAINST ANY PARTIES ON ACCOUNT OF RACE, COLOR, CREED, POLITICAL OR RELIGIOUS AFFILIATION, SEX, MARITAL STATUS, SEXUAL ORIENTATION, GENDER IDENTITY, NATIONAL ORIGIN, AGE, OR DISABILITY IN VIOLATION OF FEDERAL OR STATE LAWS OR LOCAL ORDINANCES.SECTION VIII

A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the District to connect its sewer system (for both Phase 1 and Phase 2) to the sewer system of the City for a period not to exceed ten (10) years, in such manner and at such place or places designated on plans submitted by the District and approved by the City.

B. Upon the completion of any sanitary outfall sewer, if any, built by the District, the City shall be granted, and it shall accept control and operation of the facility. The District shall convey by proper legal instrument all its rights, easements, title, and interest in such Sanitary Outfall Sewer to the City. The form of acquisition shall be upon approved City forms.

C. Without prior written approval by the City, the District shall not permit any sewer lines outside the presently described boundaries to be connected to: The sewer or sewer lines of the District, any sewer from the District's boundaries to the sewers of the City, any outfall sewer of the City, or any sewage treatment plant of the City. The City shall have exclusive control over connections to its sewers whether inside or outside the District's boundaries. The District shall not collect charges for such connections.

D. At all times, all sewage from and through said District into the City sewer system shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and sewage within the City as now existing and as from time to time may be amended.

E. Before any connection from any premises to the sewer system of the District may be made, a permit shall be obtained for said premises and its connection from the proper department of the City, which permit shall be obtainable on the same terms, conditions, and requirements of the City and for the same permit fee of the City applicable from time to time to permit property outside the City to connect to the sewer system of the City; it being expressly understood that the City reserves the right to collect all connection charges and fees as required by City ordinances or rules now or hereafter in force; *all* such connections shall comply with minimum standards prescribed by the City.

F. Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the sewer of any industry, or other sewer user within the Area to be Developed, which is discharging into the sewer system in violation of any applicable ordinance, statute, rule or regulation.

G. The District warrants that it has not employed or retained any company or person, other than a bona fide employee working for the District, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide

employee working for the District, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability. The District shall require the same warranty from each contractor with whom it contracts in any way pertaining to its sewage system. The prohibition provided for herein shall not apply to the retention of an attorney or other agent for the purpose of negotiating the provisions of this Agreement where the existence of such agency has been disclosed to the City.

H. Subletting, assignment or transfer of all or part of any interest of the District hereunder is prohibited without prior written approval of the City.

I. The District expressly agrees that it is and shall be:

1. Bound by and to any provisions of any ordinances, rules, and regulations hereafter made and adopted by the City applicable to sanitary and improvement districts whose sewers connect directly or indirectly with or into sewers or sewage systems of the City; and,

2. Bound by any terms and provisions which by ordinance, resolution or rule of the City shall hereafter adopt or provide as being applicable to or required in contracts with sanitary and improvement districts or in order to permit or continue the discharge of any sewage from a sanitary and improvement district to flow into or through any part of the sewer or sewage system of the City.

SECTION IX

A. Installation of entrance signs or related fixtures and any median landscaping and related fixtures shall be paid for by the Subdivider. Plans for such proposed improvements that are to be located in public right-of-way and a proposed maintenance agreement for the improvements must be submitted to the City for review and approval prior to the installation of improvements.

B. Outlot "A" shall be owned and maintained by the Residential Association, its successors and assigns. The District will be responsible for all maintenance costs associated with the stormwater retention and stormwater management functions in accordance with the stormwater management plan for the Area to Be Developed.

C. A playground with playground equipment to serve the residents of the District will be provided in Lot 1, Block 6, centrally located and adjacent to the clubhouse building. It will be privately funded and it will be operated and maintained by the Residential Association, its successors and assigns.

~~C.~~D. ~~C.~~No separate administrative entity or joint venture, among the parties, is deemed created by virtue of the Subdivision Agreement.

~~D.~~E. The administration of this Subdivision Agreement shall be through the offices of the undersigned officers for their respective entities.

~~E.~~F. This Subdivision Agreement shall be binding upon the parties, their respective successors and assigns and runs with the land shown on Exhibit "A".

In witness whereof, we the executing parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year first above written.

ATTEST: CITY OF FREMONT

CITY CLERK DATE MAYOR DATE

ATTEST:
SANITARY AND IMPROVEMENT DISTRICT
No. 9 OF DODGE CO., NEBRASKA

SANITARY AND IMPROVEMENT DISTRICT
No. 9 OF DODGE CO., NEBRASKA

CLERK DATE CHAIRMAN DATE

ATTEST:

FWFH, LLC, a Nebraska limited liability company

By: _____
Ward F. Hoppe, Manager

FOZC, LLC, a Nebraska limited liability company

By: _____
Ward F. Hoppe, Manager

On this_____day of _____, 2020, sworn before me, a Notary Public in and for said County and State, personally appeared_____who executed the above and acknowledged the execution thereof to be their voluntary act and deed.

_____
NOTARY PUBLIC

My Commission expires

_____

On this _____day of _____, 2020, sworn before me, a Notary Public in and for said County and State, personally appeared_____who executed the above and acknowledged the execution thereof to be their voluntary act and deed.

_____
NOTARY PUBLIC

My Commission expires

_____

On this _____day of _____, 2020, sworn before me, a Notary Public in and for said County and State, personally appeared_____who executed the above and acknowledged the
execution thereof to be their voluntary act and deed.

_____
NOTARY PUBLIC

My Commission expires

_____

SUBDIVISION AGREEMENT EXHIBITS

Exhibit A - Final Plat
Exhibit B – Paving, Streets
Exhibit C – Sanitary Sewer Mains, manholes, and related appurtenances
Exhibit D - Storm sewers, inlets, manholes, and related appurtenances
Exhibit E - Water Mains, hydrants, and related appurtenances
Exhibit F - Sediment and Erosion Control Plan
Exhibit G - Source & Use of Funds for Phase 1
Exhibit G-1 - Source & Use of Funds for Total District
Exhibit H - District valuation for Phase 1
Exhibit H-1 - District valuation for Total District

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00885809.DOCX

BLUESTEM COMMONS

LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 6 AND OUTLOTS A AND B BEING A PLATTING OF THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY, EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED AS INSTRUMENT NUMBER 2012201909.

BLOCK 1	
LOT #	AREA (SF)
1	242493
2	4583
3	2366
4	2366
5	2366
6	2840
7	2840
8	2366
9	2366
10	2366
11	3313

BLOCK 2	
LOT #	AREA (SF)
1	3313
2	2366
3	2366
4	2366
5	2840
6	2840
7	2366
8	2840
9	3408
10	2366
11	2366
12	2366
13	3408
14	2840
15	2366
16	2840
17	2840
18	2366
19	2366
20	2366

BLOCK 2	
LOT #	AREA (SF)
21	3881

BLOCK 3	
LOT #	AREA (SF)
1	3167
2	2263
3	2262
4	2715
5	2715
6	2262
7	2263
8	2715
9	2715
10	2263
11	2263
12	2715
13	2715
14	2263
15	2261
16	5617
17	3662
18	2262
19	2263
20	2715

BLOCK 3	
LOT #	AREA (SF)
21	2715
22	2263
23	2262
24	2715
25	2715
26	2262
27	2263
28	2715
29	2715
30	2263
31	2263
32	3167

BLOCK 4	
LOT #	AREA (SF)
1	4176
2	3456
3	3456
4	3456
5	3456
6	3456
7	3456
8	3456
9	3456
10	3456
11	3456
12	4176
13	4176
14	3456
15	3456
16	3456
17	3456
18	3456
19	3456
20	3456

BLOCK 4	
LOT #	AREA (SF)
21	3456
22	3456
23	3456
24	4176

BLOCK 5	
LOT #	AREA (SF)
1	5020
2	4298
3	4293
4	3693
5	4284
6	4279
7	4274
8	4269
9	3672
10	4260
11	4255
12	4958

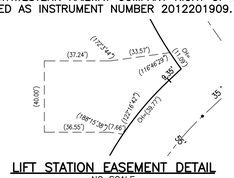
BLOCK 6	
LOT #	AREA (SF)
1	87969
2	3528
3	3528
4	3528
5	3528

OUTLOT AREAS	
OUTLOT	AREA (SF)
A	131921
B	453416

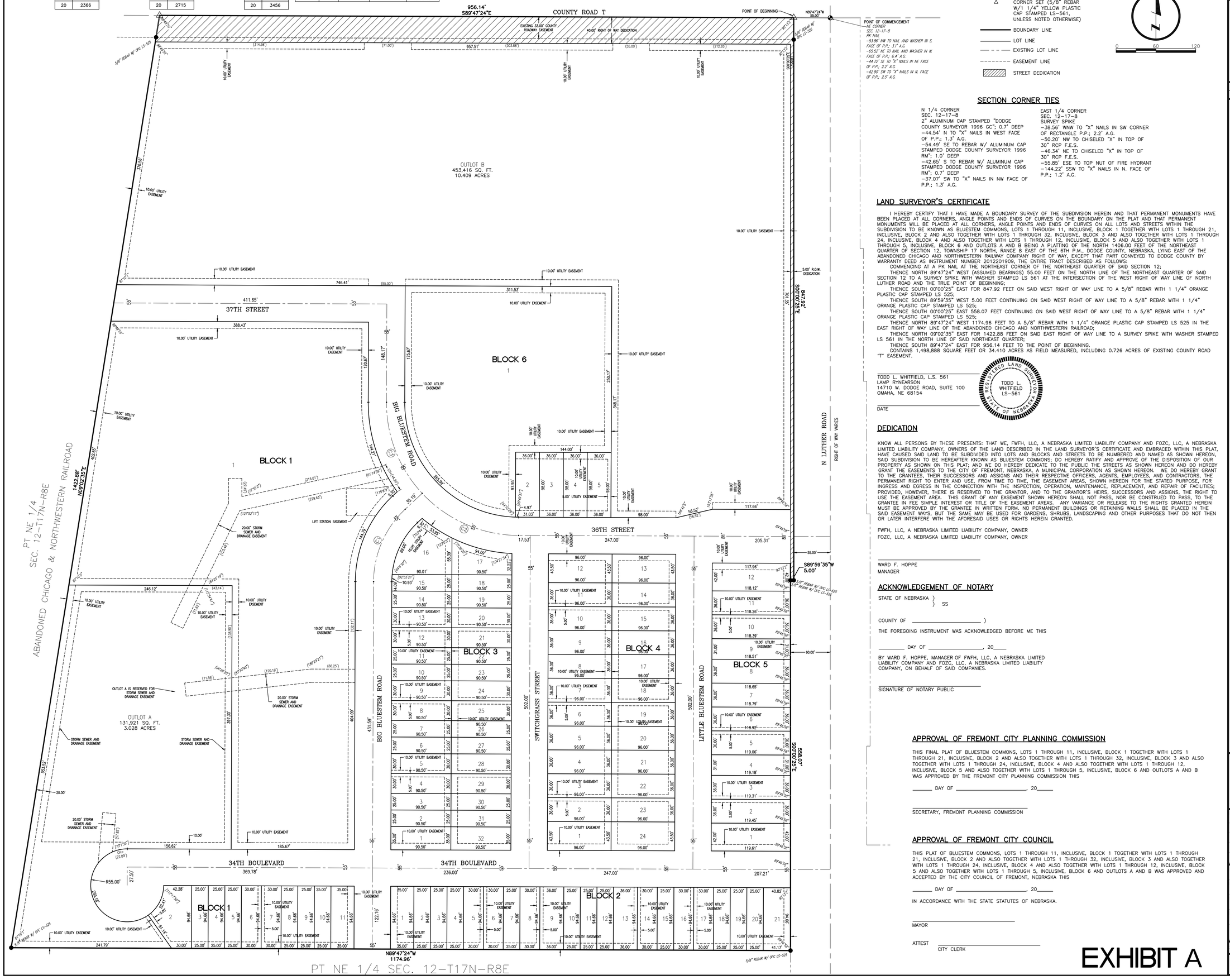
CENTERLINE CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	CHORD LENGTH	DELTA ANGLE
C1	150.00	122.36	119.00	46°44'17"
C2	200.00	163.15	158.66	46°44'17"
C3	200.00	151.01	147.45	43°15'43"

NOTES

1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
3. ALL ANGLES ARE 90° UNLESS NOTED.
4. ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED WITH AN ANGLE ADJACENT TO THE CURVE, MEASURED TO THE CHORD AND SHOWN IN BRACKETS.
5. DISTANCES AND ANGLES SHOWN IN PARENTHESES REFER TO EASEMENTS.
6. ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.
7. OUTLOT A IS RESERVED FOR STORM SEWER AND DRAINAGE EASEMENT.
8. OUTLOT B IS RESERVED FOR FUTURE DEVELOPMENT.
9. OUTLOTS TO BE MAINTAINED BY HOME OWNERS ASSOCIATION.



LIFT STATION EASEMENT DETAIL
NO SCALE



LEGEND

- SECTION LINE
- SECTION CORNER
- CORNER FOUND
- CORNER SET (5/8" REBAR W/1 1/4" YELLOW PLASTIC CAP STAMPED LS-561, UNLESS NOTED OTHERWISE)
- BOUNDARY LINE
- LOT LINE
- EXISTING LOT LINE
- EASEMENT LINE
- STREET DEDICATION

LOCATED IN:
NE 1/4 NE 1/4 SEC. 12, T17N, R8E
SE 1/4 NE 1/4 SEC. 12, T17N, R8E

0 60 120

SECTION CORNER TIES

N 1/4 CORNER
SEC. 12–17–8
2" ALUMINUM CAP STAMPED "DODGE COUNTY SURVEYOR 1996 GC"; 0.7' DEEP
–44.54' N TO "X" NAILS IN WEST FACE OF P.P.; 1.3' A.G.
–54.49' SE TO REBAR W/ ALUMINUM CAP STAMPED DODGE COUNTY SURVEYOR 1996 RM"; 1.0' DEEP
–42.65' S TO REBAR W/ ALUMINUM CAP STAMPED DODGE COUNTY SURVEYOR 1996 RM"; 0.7' DEEP
–37.07' SW TO "X" NAILS IN NW FACE OF P.P.; 1.3' A.G.

EAST 1/4 CORNER
SEC. 12–17–8
SURVEY SPIKE
–38.56' WNW TO "X" NAILS IN SW CORNER OF RECTANGLE P.P.; 2.2' A.G.
–50.20' NW TO CHISELED "X" IN TOP OF 30" RCP F.E.S.
–46.34' NE TO CHISELED "X" IN TOP OF 30" RCP F.E.S.
–55.85' ESE TO TOP NUT OF FIRE HYDRANT
–144.22' SSW TO "X" NAILS IN N. FACE OF P.P.; 1.2' A.G.

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON THE BOUNDARY ON THE PLAT AND THAT PERMANENT MONUMENTS WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS BLUESTEM COMMONS, LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 6 AND OUTLOTS A AND B BEING A PLATTING OF THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY, EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED AS INSTRUMENT NUMBER 2012201909, THE ENTIRE TRACT DESCRIBED AS FOLLOWS:

COMMENCING AT A PK NAIL AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 12;

THENCE NORTH 89°47'24" WEST (ASSUMED BEARINGS) 55.00 FEET ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12 TO A SURVEY SPIKE WITH WASHER STAMPED LS 561 AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF NORTH LUTHER ROAD AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°00'25" EAST FOR 847.92 FEET ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525;

THENCE SOUTH 89°59'35" WEST 5.00 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525;

THENCE SOUTH 00°00'25" EAST 558.07 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525;

THENCE NORTH 89°47'24" WEST 1174.96 FEET TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525 IN THE EAST RIGHT OF WAY LINE OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILROAD;

THENCE NORTH 09°02'35" EAST FOR 1422.88 FEET ON SAID EAST RIGHT OF WAY LINE TO A SURVEY SPIKE WITH WASHER STAMPED LS 561 IN THE NORTH LINE OF SAID NORTHEAST QUARTER;

THENCE SOUTH 89°47'24" EAST FOR 956.14 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,498,888 SQUARE FEET OR 34.410 ACRES AS FIELD MEASURED, INCLUDING 0.726 ACRES OF EXISTING COUNTY ROAD "T" EASEMENT.

TODD L. WHITFIELD, L.S. 561
LAMP RYNEARSON
14710 W. DODGE ROAD, SUITE 100
OMAHA, NE 68154

DATE

REGISTERED LAND SURVEYOR
TODD L. WHITFIELD
LS-561
STATE OF NEBRASKA

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT WE, FWFH, LLC, A NEBRASKA LIMITED LIABILITY COMPANY AND FOZC, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNERS OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND BLOCKS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN HEREON, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS BLUESTEM COMMONS; DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT; AND WE DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AS SHOWN HEREON AND DO HEREBY GRANT THE EASEMENTS TO THE CITY OF FREMONT, NEBRASKA, A MUNICIPAL CORPORATION AS SHOWN HEREON. WE DO HEREBY GRANT TO THE GRANTEES, THEIR SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENT AREAS, SHOWN HEREON FOR THE STATED PURPOSE, FOR INGRESS AND EGRESS IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES; PROVIDED, HOWEVER, THERE IS RESERVED TO THE GRANTOR, AND TO THE GRANTOR'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA. THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS, NOR BE CONSTRUED TO PASS, TO THE GRANTEE IN FEE SIMPLE INTEREST OR TITLE OF THE EASEMENT AREAS. ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

FWFH, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNER
FOZC, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNER

WARD F. HOPPE
MANAGER

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

_____ DAY OF _____, 20____

BY WARD F. HOPPE, MANAGER OF FWFH, LLC, A NEBRASKA LIMITED LIABILITY COMPANY AND FOZC, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANIES.

SIGNATURE OF NOTARY PUBLIC

APPROVAL OF FREMONT CITY PLANNING COMMISSION

THIS FINAL PLAT OF BLUESTEM COMMONS, LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 6 AND OUTLOTS A AND B WAS APPROVED BY THE FREMONT CITY PLANNING COMMISSION THIS

_____ DAY OF _____, 20_____

SECRETARY, FREMONT PLANNING COMMISSION

APPROVAL OF FREMONT CITY COUNCIL

THIS PLAT OF BLUESTEM COMMONS, LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 6 AND OUTLOTS A AND B WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF FREMONT, NEBRASKA THIS

_____ DAY OF _____, 20_____

IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

MAYOR

ATTEST _____
CITY CLERK

EXHIBIT A

LAMP RYNEARSON
14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

TODD L. WHITFIELD
LS-561

FINAL PLAT

BLUESTEM COMMONS
FREMONT, DODGE COUNTY, NEBRASKA

REVISIONS
12-6-2019 EAM
12-11-2019 EAM
2-14-2020 EAM

DESIGNER / DRAFTER	TLW/EAM
DATE	2-14-2020
PROJECT NUMBER	0119078.01-002
BOOK AND PAGE	19078, 1-6
SHEET	1 OF 1

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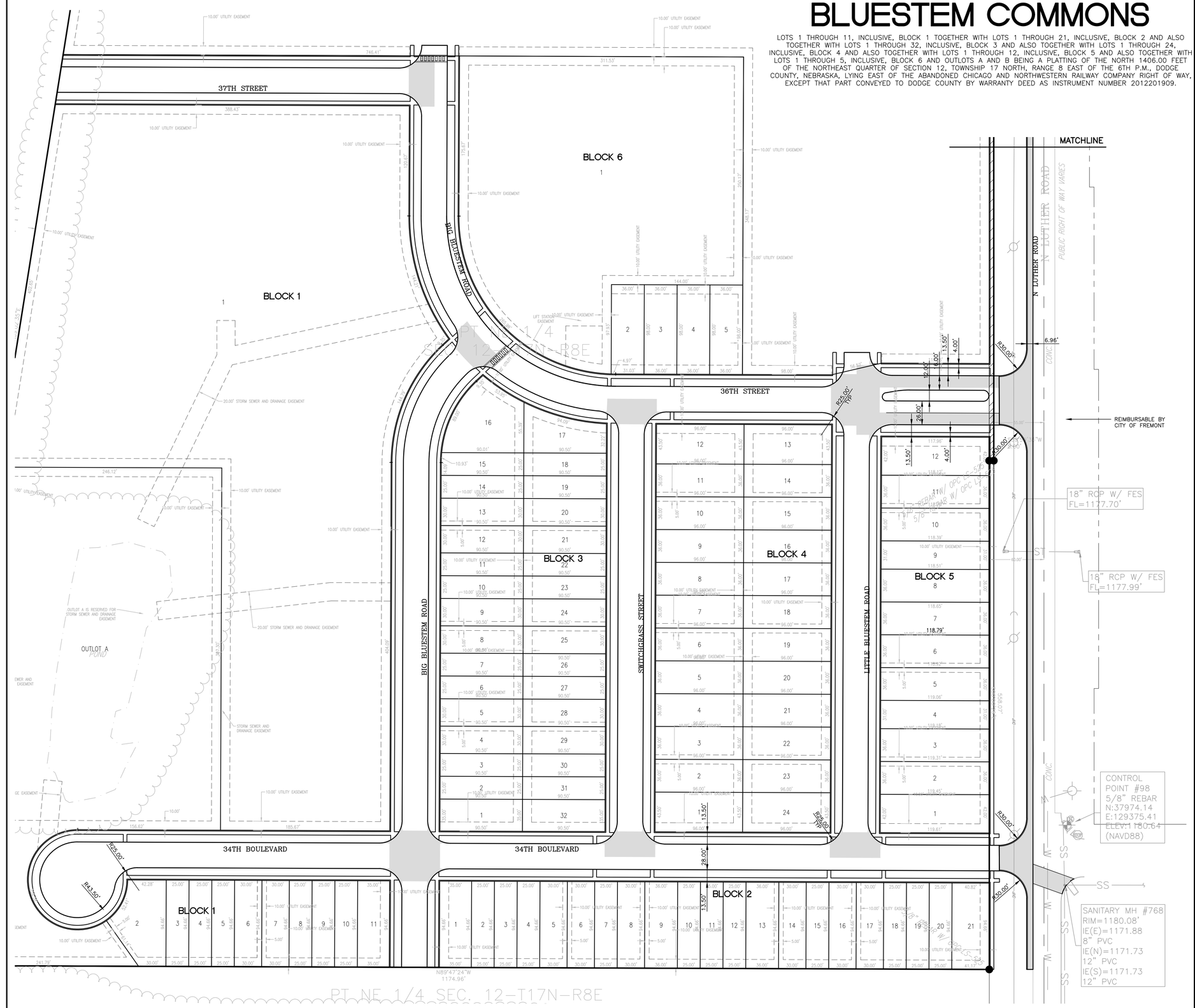
BLUESTEM COMMONS

LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 6 AND OUTLOTS A AND B BEING A PLATTING OF THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY, EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED AS INSTRUMENT NUMBER 2012201909.



LEGEND

- PROPOSED PAVEMENT
- PROPOSED G.O. PAVEMENT
- PROPOSED SIDEWALK
- PROPOSED BARRICADE
- PROPOSED BOUNDARY
- PROPOSED EASEMENTS
- EXISTING PAVEMENT
- ST — EXISTING STORM SEWER
- SS — EXISTING SANITARY SEWER
- W — EXISTING WATER
- OHP — EXISTING OVERHEAD POWER
- EXISTING TREE LINE

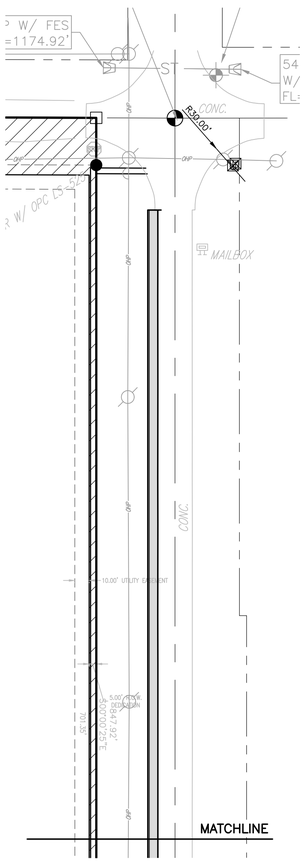


EXHIBIT B

LAMP RYNEARSON
14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

0 50 100

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

SUB DIVISION AGREEMENT EXHIBIT

PAVING

BLUESTEM COMMONS
FREMONT, DODGE COUNTY, NEBRASKA

811 Know what's below. Call before you dig.

ALL UTILITIES ARE SHOWN BASED ON THE INFORMATION AVAILABLE TO THE ENGINEER. THERE IS NO GUARANTEE ALL FACILITIES ARE SHOWN OR THAT THE LOCATION, DEPTH, AND SIZE OF ALL FACILITIES ARE CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES AND SERVICE LINES PRIOR TO CONSTRUCTION.

REVISIONS

DESIGNER / DRAFTER

DATE

PROJECT NUMBER

BOOK AND PAGE

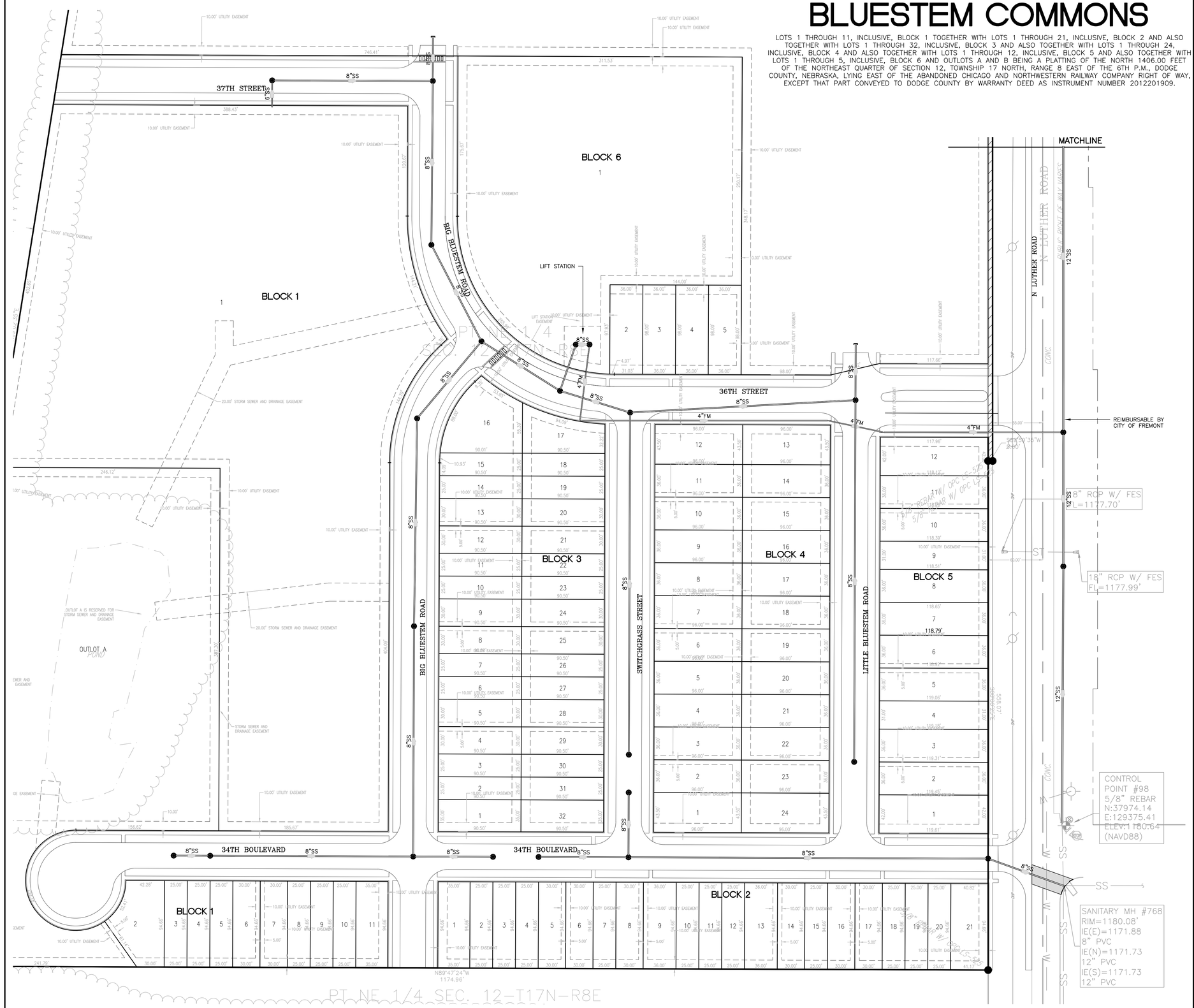
SHEET

1 OF 1

L:\Engineering\0118078 Fremont Housing\DRAWINGS\EXHIBITS\0118078-SD4-EXHIBITS.dwg, 5/18/2020 10:02:26 AM, TOM P. GUDEWILL, LAMP RYNEARSON

BLUESTEM COMMONS

LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 6 AND OUTLOTS A AND B BEING A PLATTING OF THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY, EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED AS INSTRUMENT NUMBER 2012201909.



LEGEND

- 8"SS — PROPOSED SANITARY
- PROPOSED MANHOLE
- PROPOSED BOUNDARY
- PROPOSED EASEMENTS
- EXISTING PAVEMENT
- ST — EXISTING STORM SEWER
- SS — EXISTING SANITARY SEWER
- W — EXISTING WATER
- OHP — EXISTING OVERHEAD POWER
- EXISTING TREE LINE

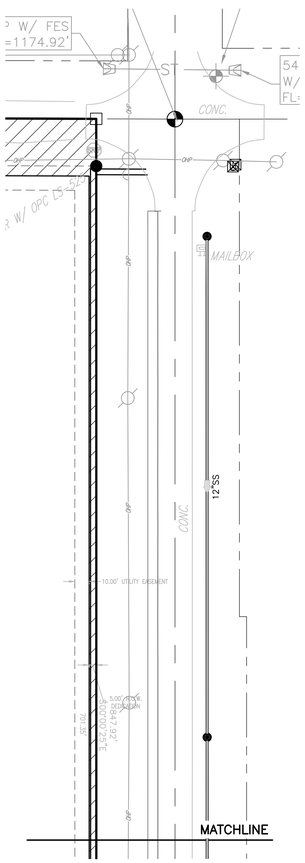


EXHIBIT C

LAMP RYNEARSON
14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

SUB DIVISION AGREEMENT EXHIBIT

SANITARY SEWER

BLUESTEM COMMONS
FREMONT, DODGE COUNTY, NEBRASKA

811 Know what's below. Call before you dig.

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REVISIONS

DESIGNER / DRAFTER

DATE

PROJECT NUMBER

BOOK AND PAGE

SHEET

1 OF 1

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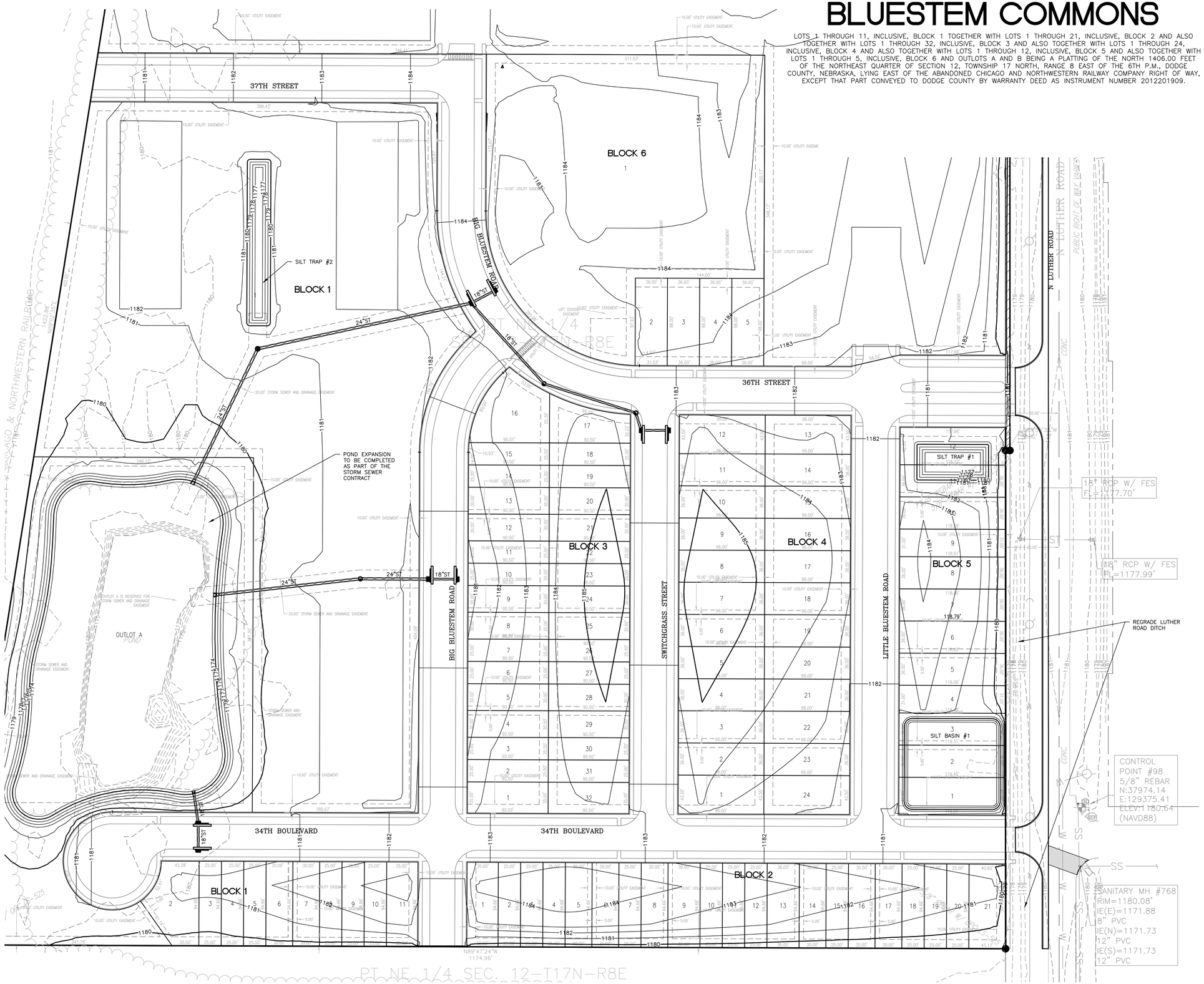
BLUESTEM COMMONS

LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 6 AND OUTLOTS A AND B BEING A PLATTING OF THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY, EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED AS INSTRUMENT NUMBER 2012201909.



LEGEND

- PROPOSED STORM
- PROPOSED MANHOLE
- PROPOSED CURB INLET
- PROPOSED FES
- PROPOSED AREA INLET
- PROPOSED CONTOUR
- EXISTING CONTOUR
- PROPOSED BOUNDARY
- PROPOSED EASEMENTS
- EXISTING PAVEMENT
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATER
- EXISTING OVERHEAD POWER
- EXISTING TREE LINE

LAMP RYNEARSON
14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

0 50 100

PRELIMINARY

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SUB DIVISION AGREEMENT EXHIBIT

STORM SEWER

BLUESTEM COMMONS
FREMONT, DODGE COUNTY, NEBRASKA

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REVISIONS

DESIGNER / DRAFTER

DATE

PROJECT NUMBER

BOOK AND PAGE

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EXHIBIT D

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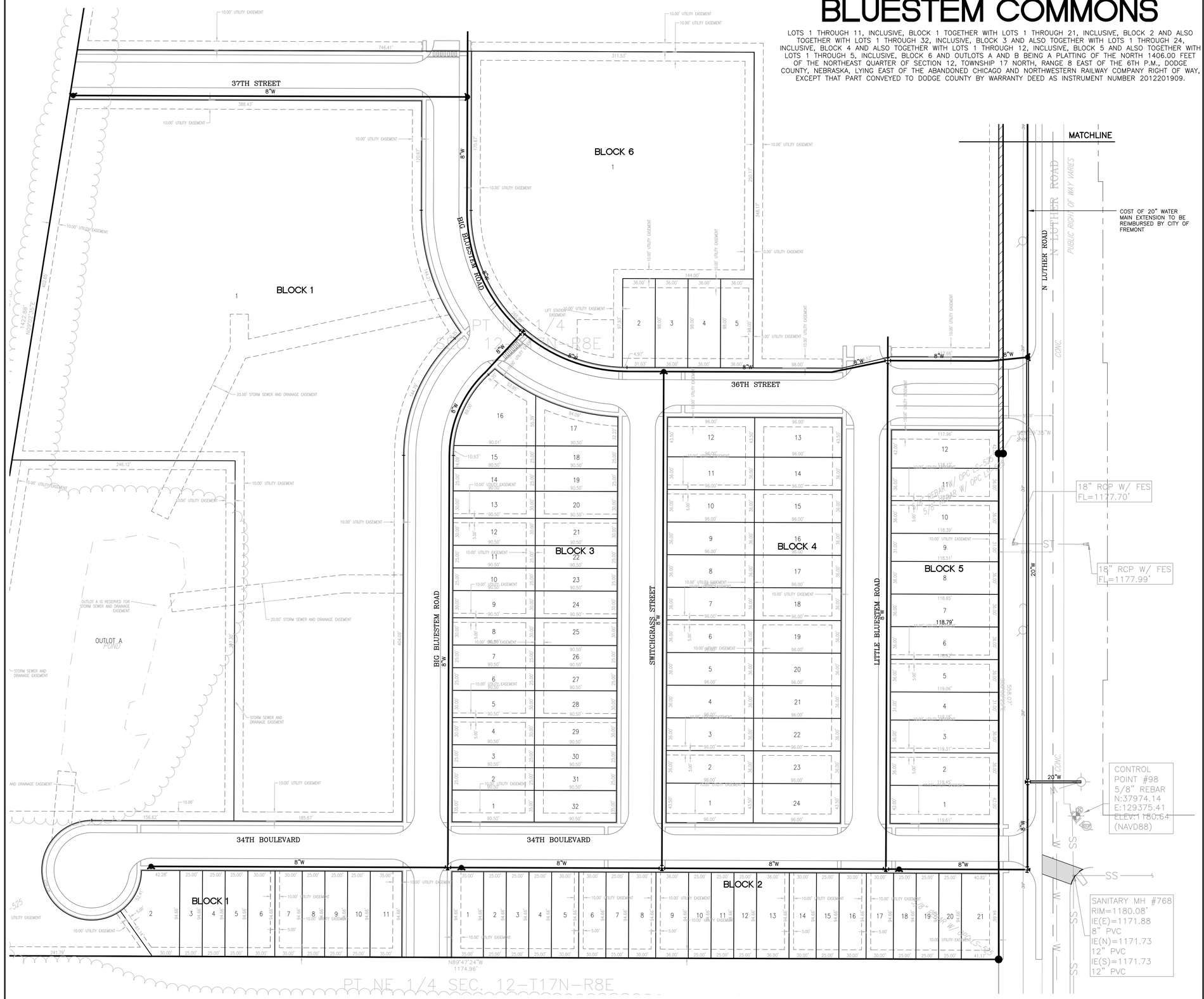
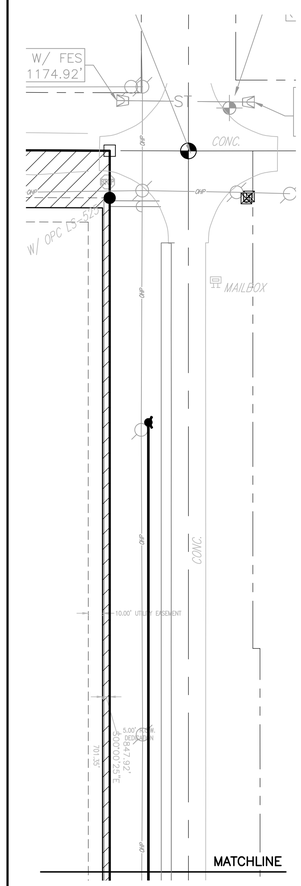
BLUESTEM COMMONS

LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 6 AND OUTLOTS A AND B BEING A PLATTING OF THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY, EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED AS INSTRUMENT NUMBER 2012201909.



LEGEND

- PROPOSED STORM
- PROPOSED BEND
- PROPOSED TEE
- PROPOSED HYDRANT
- PROPOSED BOUNDARY
- PROPOSED EASEMENTS
- EXISTING PAVEMENT
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATER
- EXISTING OVERHEAD POWER
- EXISTING TREE LINE



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SUB DIVISION AGREEMENT EXHIBIT

WATER MAIN

BLUESTEM COMMONS
FREMONT, DODGE COUNTY, NEBRASKA

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EXHIBIT E

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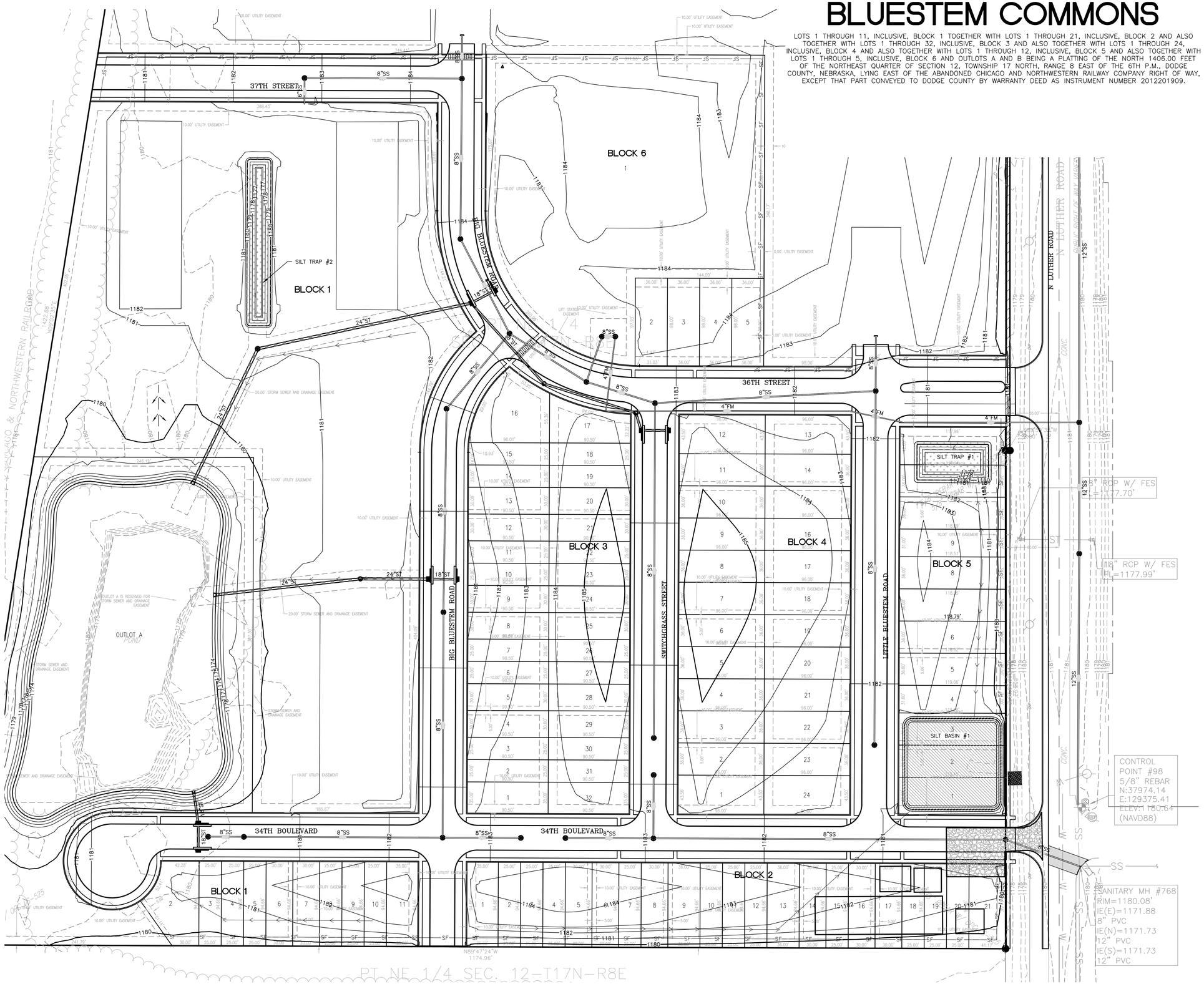
BLUESTEM COMMONS

LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 6 AND OUTLOTS A AND B BEING A PLATTING OF THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY, EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED AS INSTRUMENT NUMBER 2012201909.



LEGEND

- LIMITS OF CONSTRUCTION
- SF — PROPOSED SILT FENCE
- PROPOSED INTERCEPTOR SWALE
- PROPOSED RIDGE LINE
- 1180 — PROPOSED CONTOUR
- 1180 — EXISTING CONTOUR
- PROPOSED BOUNDARY
- PROPOSED EASEMENTS
- EXISTING PAVEMENT
- ST — EXISTING STORM SEWER
- SS — EXISTING SANITARY SEWER
- W — EXISTING WATER
- OHP — EXISTING OVERHEAD POWER
- EXISTING TREE LINE

LAMP RYNEARSON

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LampRynearson.com

0 50 100

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SUB DIVISION AGREEMENT EXHIBIT

SEDIMENT AND EROSION CONTROL PLAN

BLUESTEM COMMONS
FREMONT, DODGE COUNTY, NEBRASKA

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EXHIBIT F

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BLUESTEM COMMONS - PHASE 1
SOURCE & USE OF FUNDS
EXHIBIT G

Proposed Improvement	Quantity	Unit	Construction Cost	Total Cost	General Obligation	Special	Reimbursable from City
SANITARY SEWER							
Interior	3350	LF	$503,300.00	$700,600.00	$0.00	$700,600.00	$0.00
Outfall	1235	LF	$137,500.00	$191,500.00	$84,200.00	$0.00	$107,300.00
Lift Station	1	LS	$531,200.00	$739,400.00	$739,400.00	$0.00	$0.00
STORM SEWER	915	LF	$142,800.00	$198,800.00	$190,100.00	$8,700.00	$0.00
PAVING							
Minor	13500	SY	$745,200.00	$1,020,300.00	$189,300.00	$831,000.00	$0.00
Major	2000	SY	$294,600.00	$389,800.00	$389,800.00	$0.00	$0.00
PARKS							
Improvements	1	LS	$57,100.00	$79,400.00	$79,400.00	$0.00	$0.00
WATER							
Interior	4000	LF	$332,800.00	$455,700.00	$0.00	$455,700.00	$0.00
Off-Site	1250	LF	$157,900.00	$216,200.00	$0.00	$0.00	$216,200.00
POWER	105	Units	$126,300.00	$169,900.00	$0.00	$169,900.00	$0.00
GAS	102	Lots	$0.00	$0.00	$0.00	$0.00	$0.00
	Total		$3,028,700.00	$4,161,600.00	$1,672,200.00	$2,165,900.00	$323,500.00

BLUESTEM COMMONS - TOTAL
ORDER OF MAGNITUDE COST ESTIMATE
EXHIBIT G-1

Proposed Improvement	Quantity	Unit	Construction Cost	Total Cost	General Obligation	Special	Reimbursable from City
SANITARY SEWER							
Interior	4085	LF	$627,300.00	$873,200.00	$0.00	$873,200.00	$0.00
Outfall	1235	LF	$137,500.00	$191,500.00	$84,200.00	$0.00	$107,300.00
Lift Station	1	LS	$531,200.00	$739,400.00	$739,400.00	$0.00	$0.00
STORM SEWER	990	LF	$169,000.00	$235,200.00	$226,500.00	$8,700.00	$0.00
PAVING							
Minor	17050	SY	$944,900.00	$1,293,700.00	$195,000.00	$1,098,700.00	$0.00
Major	2800	SY	$655,300.00	$883,700.00	$883,700.00	$0.00	$0.00
PARKS							
Improvements	1		$57,100.00	$79,400.00	$79,400.00	$0.00	$0.00
WATER							
Interior	5200	LF	$450,800.00	$617,300.00	$0.00	$617,300.00	$0.00
Off-Site	2005	LF	$249,600.00	$341,800.00	$0.00	$0.00	$341,800.00
POWER	138	Units	$191,800.00	$258,100.00	$0.00	$258,100.00	$0.00
GAS	133	Lots	$0.00	$0.00	$0.00	$0.00	$0.00
	Total		$4,014,500.00	$5,513,300.00	$2,208,200.00	$2,856,000.00	$449,100.00

BLUESTEM COMMONS - PHASE 1
DISTRICT VALUATION
EXHIBIT H

ASSUMPTIONS

LIHTC Rowhome Value, per unit	=	$70,000
LIHTC Rowhome Land Value, per unit	=	$25,000
Rowhome Unit Value (Lot & Building)	=	$185,000
Duplex / Triplex Unit Value (Lot & Building)	=	$210,000
Clubhouse (Land & Building), per square foot	=	$150
Apartment Land Value, per unit	=	$5,735
Apartment Building Value, per unit	=	$105,000

ASSESSABLE VALUATION

LIHTC Rowhomes	25	Units =	$70,000	=	$1,750,000
LIHTC Rowhomes (Land)	25	Units =	$25,000	=	$625,000
Rowhomes	38	Units =	$185,000	=	$7,030,000
Duplexes Triplexes	40	Units =	$210,000	=	$8,400,000
Clubhouse	15,000	SF =	$150	=	$2,250,000
Apartment Land	136	Units =	$5,735	=	$779,960
Apartment Buildings	136	Units =	$105,000	=	$14,280,000
			Total 100% Valuation	=	$35,114,960.00
			Total 95% Valuation	=	$33,359,212.00
			DEBT RATIO	=	5.01%

BLUESTEM COMMONS - TOTAL
DISTRICT VALUATION
EXHIBIT H-1

ASSUMPTIONS

LIHTC Rowhome Value, per unit	=	$70,000
LIHTC Rowhome Land Value, per unit	=	$25,000
Rowhome Unit Value (Lot & Building) (Gallery 23 rowhomes priced @ $180,000 - $205,000 / $122 - $130 per sq. ft.).	=	$185,000
Duplex / Triplex Unit Value (Lot & Building) (Gallery 23 rowhomes priced @ $180,000 - $205,000 / $122 - $130 per sq. ft. Sunridge Place comparables are $218,000 for duplexes / $150 per sq. ft.).	=	$210,000
Clubhouse (Land & Building), per square foot (Per Ayars' bid for Ticonderoga at $870,000 for 7,930 sq. ft. plus 10% inflation, plus $30 TI).	=	$150
Apartment Land Value, per unit	=	$5,735
Apartment Building Value, per unit	=	$105,000

ASSESSABLE VALUATION

LIHTC Rowhomes	25	Units =	$70,000	=	$1,750,000
LIHTC Rowhomes (Land)	25	Units =	$25,000	=	$625,000
Rowhomes	38	Units =	$185,000	=	$7,030,000
Duplexes / Triplexes	69	Units =	$210,000	=	$14,490,000
Clubhouse	15,000	SF =	$150	=	$2,250,000
Apartment Land	272	Units =	$5,735	=	$1,559,920
Apartment Buildings	272	Units =	$105,000	=	$28,560,000
			Total 100% Valuation	=	$56,264,920
			Total 95% Valuation	=	$53,451,674
			DEBT RATIO	=	4.13%