City of Fremont, Nebraska, is inviting you to a Zoom webinar.
When: July 14, 2020 07:00 PM Central Time (US and Canada)
Topic: July 14, 2020 City Council Meeting

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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.

COMMUNITY DEVELOPMENT AGENCY & REGULAR CITY COUNCIL MEETING
July 14, 2020 - 7:00 PM
City Council Chambers 400 East Military, Fremont NE

COMMUNITY DEVELOPMENT AGENCY AGENDA

7:00 PM

MEETING CALLED TO ORDER

ROLL CALL

1. Resolution 2020-009 to forward a proposed redevelopment plan to the Planning Commission for purposes of its review, public hearing and recommendation regarding said plan's conformity with the Comprehensive Plan

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 the July 14, 2020 Regular Meeting

2. Executive session for the purpose of discussing potential litigation, personnel matters and with respect to Workers Compensation Litigation

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

3. Motion to approve July 1, 2020 through July 14, 2020 claims and authorize checks to be drawn on the proper accounts

4. Receive Report of the Treasury

5. Dispense with and approve June 30, 2020 City Council Meeting Minutes

6. Motion to approve Cement/Asphalt/Excavate license application

7. Resolution 2020-137 approving Aerial Applicator Agreement with GFG Spray Services

8. Resolution 2020-138 approving request of Fremont Rotary Club to use the Fremont Municipal Airport for a Fly-in Breakfast on August 30, 2020 from 7:00 a.m. to 2:00 p.m.

9. Motion to approve the recommendation of the Mayor to appoint Lori Lathrop to the Board of Adjustment for a term ending September 2023

10. Resolution 2020-139 authorizing execution of Agreement Number ZL2002 with the Nebraska Department of Transportation (State) for the placement of Emergency Vehicle Preemption Equipment at the intersection of Highway 77 and Cloverly Road

11. Resolution 2020-140 authorizing staff to sign the Investment Grade Audit Contract with Navitas, LLC, for the Senior Center and Christensen Field Main Arena

12. Resolution 2020-141 authorizing staff to sign the Investment Grade Audit Contract with Navitas, LLC, for the Administration Building

13. Motion to approve request to waive rental fees for use of facilities for Prom and Post Prom event

14. Motion to approve and place the June 16th, 2020 Traffic Committee Report into the record

15. Motion to authorize City Clerk to sign SDL Local Recommendation and release Special Designated License

UNFINISHED BUSINESS: Requires individual associated action

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

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

18. Ordinance 5536 to annex Lot 3 Morningside Industrial Park, generally located on the northeast corner of Morningside and Howard Streets (second reading)

NEW BUSINESS: Requires individual associated action

19. Resolution 2020-142 adopting the Lower Platte North Natural Resources District Multi-Jurisdictional Hazard Mitigation Plan Update

20. Motion authorizing the Mayor to sign the Memorandum of Understanding with the IBEW Local 1536 regarding holiday pay for shift workers

21. Resolution 2020-143 awarding the bid to Midwest Mechanical for the Fremont, Farmland, Railroad Levee Tree Removal Project

22. Motion to approve an Interlocal Agreement with Dodge County and Lower Platte North Natural Resources District to share costs for the repairs to the Rod & Gun Club breach

23. Motion to approve an Interlocal Agreement with Dodge County and approve Payment Agreements with Wholestone Farms and Fremont Beef, and authorize the Mayor to sign the agreements

24. Resolution 2020-144 awarding the contract to Graybar Electric Company Inc. for Purchase of Substation Transformers

25. Ordinance 5537 authorizing the issuance of General Obligation Auditorium Bonds Series 2020, not to exceed $2,000,000 (first reading)

26. Ordinance 5538 authorizing the issuance of Highway Allocation Fund Pledge Bonds Series 2020, not to exceed $7,950,000 (first reading)

27. Resolution 2020-135 calling the Combined Utilities Revenue Bonds, Series 2013, dated August 30, 2013 in the outstanding principal amount of $6,720,000

28. Resolution 2020-136 calling the Combined Utilities Revenue Bonds, Series 2014A, dated June 3, 2014 in the outstanding principal amount of $1,455,00

29. Ordinance 5539 authorizing the issuance of Combined Utilities Revenue Refunding Bonds, Series 2020, in the principal amount not to exceed $8,500,000 (first reading)

ADJOURNMENT

Agenda posted at the Municipal Building on July 8, 2020 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on July 8, 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 Members of the CDA

FROM: Jennifer Dam, Planning Director

DATE: July 14, 2020

SUBJECT: Refer RD Leasing Redevelopment Project to the Planning Commission

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Recommendation: Approve Resolution 2020-009 to forward the proposed Redevelopment Plan amendment to the Planning Commission

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Background:

The attorney for RD Leasing is proposing an amendment to the Morningside Road Redevelopment Plan for the RD Leasing Project on property generally located at the northeast corner of Morningside Rd and S. Howard St.

The first step in this process is for the CDA to forward the Redevelopment Plan to the Planning Commission for a hearing.

Fiscal Impact: None

RESOLUTION NO. 2020-009

RESOLUTION FORWARDING A PROPOSED REDEVELOPMENT PLAN FOR THE CITY OF FREMONT, NEBRASKA, TO THE PLANNING COMMISSION OF THE CITY OF FREMONT FOR PURPOSES OF ITS REVIEW, PUBLIC HEARING AND RECOMMENDATION REGARDING SAID PLAN'S CONFORMITY WITH THE COMPREHENSIVE PLAN OF THE CITY OF FREMONT

BE IT RESOLVED BY THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA:

Whereas: The Chairperson and Board of the Community Development Agency of Fremont, Nebraska have declared the redevelopment area legally described as Lot 3 Morningside Road Redevelopment Area (the **"Redevelopment Project Area"**) to be blighted and substandard and in need of redevelopment; and

Whereas: The Morningside Road Redevelopment Plan was approved by the Fremont City Council; and

Whereas: An amendment to the Morningside Road Redevelopment Plan for the RD Leasing Redevelopment Project has been prepared and submitted to the Agency in the form attached hereto as **Exhibit A**, for the purpose of redeveloping the Redevelopment Project Area; and

NOW, THEREFORE BE IT RESOLVED, the Community Development Agency of the City of Fremont hereby refers the Redevelopment Plan, attached hereto as **Exhibit A** to the Planning Commission of the City for its review, public hearing and recommendations as to the Redevelopment Plan's conformity to the general plan for the development of the City as a whole.

PASSED AND APPROVED THIS 14th DAY OF JULY, 2020

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COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA.

BY: _____
Scott Getzschman, Chairperson

ATTEST:_____
Tyler Ficken, Secretary

EXHIBIT A

AMENDMENT TO THE REDEVELOPMENT PLAN FOR THE MORNINGSIDE ROAD REDEVELOPMENT AREA IN THE CITY OF FREMONT, NEBRASKA

(RD LEASING REDEVELOPMENT PROJECT)

The City of Fremont, Nebraska ("City") has undertaken a plan of redevelopment within the community pursuant to the adoption of the Redevelopment Plan for the Morningside Road Redevelopment Area in the City of Fremont, as amended (the "Redevelopment Plan"). The Redevelopment Plan was prepared by the City in May of 2014 and was approved by the City Council of the City on July 29, 2014, pursuant to Resolution No. 2014-138. The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas of the City, as set forth in the Redevelopment Plan.

Pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 through 18-2154 (the "Act"), the City created the Community Development Agency of the City of Fremont ("CDA"), which has administered the Redevelopment Plan for the City.

The purpose of this Plan Amendment is to identify: (a) a specific project within the Redevelopment Area that will cause the removal of blight and substandard conditions on the site located in the City of Fremont, Nebraska, and legally described on the attached and incorporated Exhibit "A" (the "Project Site"); and (b) the phased implementation of the overall project.

The Project Site

The Project Site is in need of redevelopment. The CDA has considered whether the redevelopment of the Project Site will conform to the City's general plan and the coordinated, adjusted, and harmonious development of the City and its environs. In this consideration, the CDA finds that the proposed redevelopment of the Project Site will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight. The blighted condition of the Project Site and the Redevelopment Area has contributed to its inability to attract business and/or development. In order to support private development, the Project Site and the Redevelopment Area are in need of redevelopment.

The Project Site is currently vacant and underdeveloped. The Project Site requires significant upfront costs, including site preparation and installation of public streets and utilities, in order to be developed. Due to the additional upfront costs required to eliminate the blighted and substandard conditions from the Project

Site, the Project is not feasible without the use of tax increment financing, which will be used to pay for eligible expenditures under the Act. The redevelopment of the Project Site is anticipated to eliminate the current blight and substandard conditions of the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan.

Description of the Project

RD Leasing, LLC (the "Redeveloper") has submitted a proposal for the redevelopment of the Project Site. The Project will consist of the subdivision of the Project Site into 18 lots, and construction of up to 18 commercial and industrial flex buildings, parking lots, and ancillary improvements on the Project Site in a series of up to 6 phases. Implementation of the Project in phases is described in greater detail below. It is anticipated that each phase of the Project will consist of the construction of one or more commercial or industrial flex buildings, ranging in size from approximately 3,000 square feet to approximately 10,000 square feet each. The proposed site plan for the Project is attached hereto as Exhibit "B" (the "Site Plan"). The Site Plan is conceptual in nature and is subject to revision based on changes in community needs, but it presents the vision and intended character for the Project. The Project retains the flexibility to change the size and sequence of the individual phases of the development based on market forces and demand.

The Redeveloper will pay the costs of the private improvements, including all costs of construction of the buildings. As part of the Project, the CDA shall capture available tax increment revenues generated by the redevelopment of the individual phases of the Project Site to reimburse the Redeveloper or assist in payment for the public improvements listed as eligible expenditures under the Act in the Redevelopment Area and to be more fully described in the Redevelopment Agreement. Such public improvements may include, but are not limited to: site acquisition, site preparation, engineering and design fees, installation of public utilities, installation of streets and sidewalks, erosion control and stormwater pollution prevention improvements, and other improvements deemed feasible and necessary in support of the public health, safety, and welfare which qualify as eligible expenditures for public improvements under the Act. The specific public improvements for which the available tax increment revenues generated by the Project will be used will be described in more detail in the Redevelopment Agreement.

It is anticipated that the assessed value of the Project Site upon completion of construction on all 18 lots will exceed the valuation required to pay debt service on the tax increment financing indebtedness sum requested by the Redeveloper to pay for the public improvements listed as eligible expenditures under the Act. As a result, if all 18 lots comprising the Project Site are completed prior to the project completion date, which will be set forth in the Redevelopment Agreement, it is anticipated that the tax increment financing indebtedness will be paid in full several years prior to the expiration of the 15-year tax increment financing period, and the various taxing jurisdictions are likely to receive the ad valorem real estate taxes generated by the Project prior to the expiration of the 15-year tax increment financing period. In the alternative, if fewer than all of the 18 lots comprising the

Project Site are completed prior to the project completion date and the completed lots are sufficient to pay debt service on the tax increment financing indebtedness sum requested by the Redeveloper, the remaining undeveloped lots will not be subject to the division of ad valorem real estate taxes.

The Project is consistent with the Redevelopment Plan for the Morningside Road Redevelopment Area, which encourages development and improvement of infrastructure in the area and incentivizing projects that enhance the economic vitality of the area. Further, the Project is consistent with the Comprehensive Plan of the City of Fremont. The Future Land Use map set forth in the Comprehensive Plan identifies the future land use of the Project as industrial, and the Comprehensive Plan identifies Morningside Road as a potential area for development of a business park.

Implementation of the Project

The Redeveloper intends to complete the Project in up to 5 phases over a period of years. The private improvements and the public improvements to be constructed by the Redeveloper as a part of each phase will be more particularly described in the Redevelopment Agreement between the CDA and the Redeveloper. The implementation of each phase will mirror the Redeveloper's anticipated construction schedule. Each phase would support separate tax increment financing indebtedness. Further, the "effective date" for the division of the ad valorem taxes generated by each phase of the Project will be determined for each phase in order to preserve the tax increment financing resources available for the public improvements to be constructed as part of the Project.

The implementation of the Project in multiple phases is crucial to the successful development of the Project, as it will allow the Redeveloper to construct the private improvements at a rate that the market can support, and to adapt subsequent phases of the Project to accommodate the changing needs of the community. For this reason, the Project, including (i) the quantity and type of commercial or industrial buildings, (ii) the size of each of the buildings, and (iii) the schedule for implementation of each phase of the Project, is subject to adjustment. The CDA acknowledges that any adjustments to the private improvements, the public improvements, or the timing of construction of each phase of the Project shall be a minor modification to the Redevelopment Plan.

Further, completion of the Project in multiple phases will allow the Redeveloper to optimize the tax increment financing resources available for public improvements in the Redevelopment Area. Due to the scope of the Project and the public improvements to be constructed, the CDA acknowledges that the Redeveloper would not undertake the first phase of the Project or any subsequent phase, without the benefit of tax increment financing with respect to each phase of the Project.

Statutory Elements

As described above, the Project envisions the capture of the incremental taxes created by each phase of the Project on the Project Site to pay for those eligible

expenditures as set forth in the Act. Attached as Exhibit "C" and incorporated herein by this reference is a consideration of the statutory elements under the Nebraska Community Development Law.

Cost-Benefit Analysis

Pursuant to Section 18-2113 of the Act, the CDA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. The Cost-Benefit Analysis for each phase of the Project is attached hereto as Exhibit "D" and shall be approved as part of this Plan Amendment. The estimated costs of the Project, the estimated TIF proceeds, and the proposed method of financing the project are set forth in the Cost-Benefit Analysis. If the plan for redevelopment is adjusted or the phasing schedule is modified, the Redeveloper shall include any adjustments to the Cost-Benefit Analysis within any minor modification of the Redevelopment Plan.

Additional Project Information

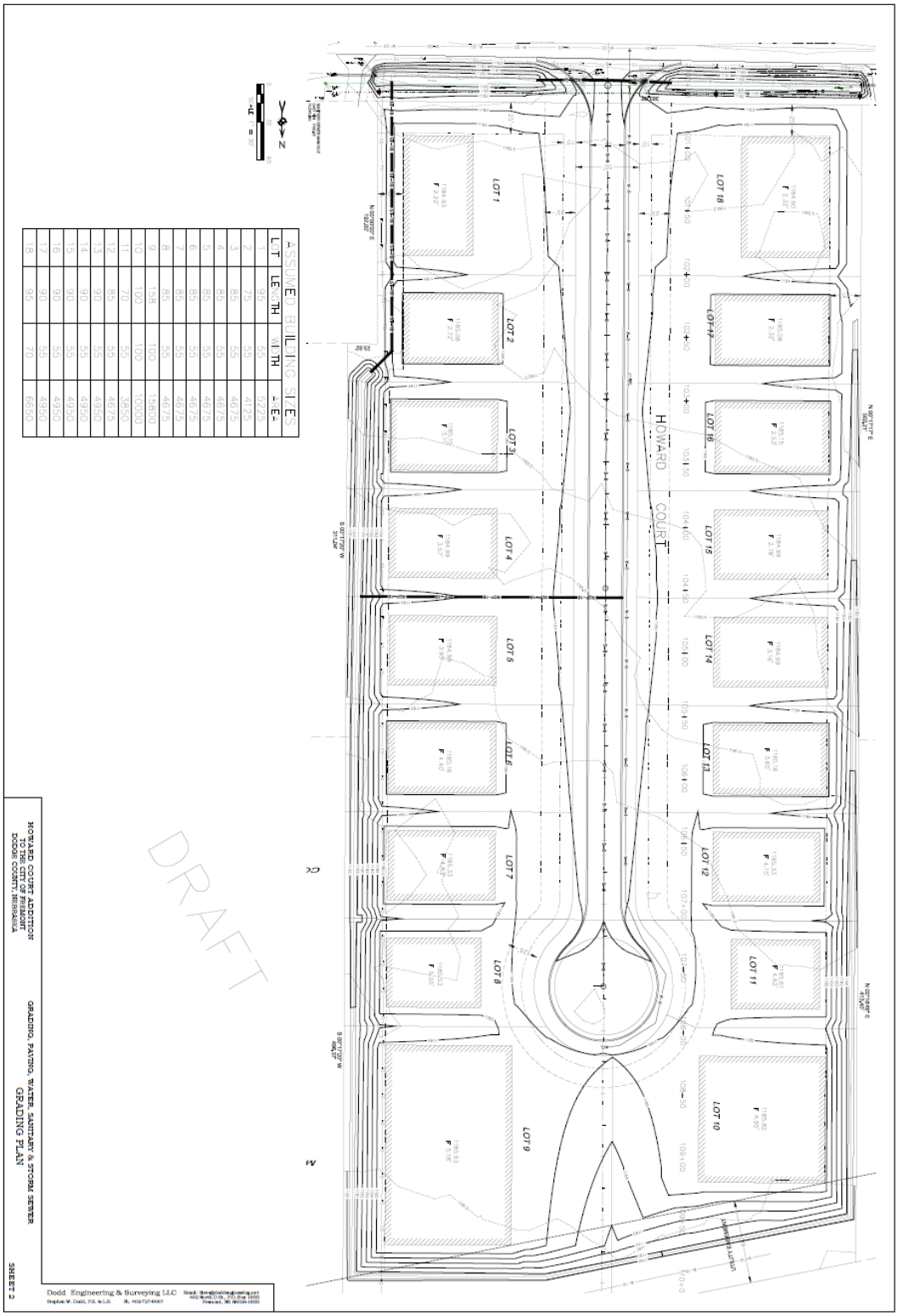
The Redeveloper has represented that: (i) without the use of TIF, this Project would not be feasible and the Redeveloper would not undertake the Project as designed on the Project Site; and (ii) Redeveloper does not intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act.

EXHIBIT "A"
Legal Description of the Project Site

The improvements for this Project shall be constructed on the property legally described as follows:

Lot 3, Morningside Industrial Park, City of Fremont, Dodge County, Nebraska.

EXHIBIT "B"
Site Plan



ASSUMED BUILDING SIZES

LOT	LENGTH	WIDTH	AREA
1	95	55	5225
2	75	55	4125
3	85	55	4675
4	85	55	4675
5	85	55	4675
6	85	55	4675
7	85	55	4675
8	85	55	4675
9	158	100	15800
10	100	100	10000
11	70	100	7000
12	85	55	4675
13	90	55	4950
14	90	55	4950
15	90	55	4950
16	90	55	4950
17	90	55	4950
18	95	70	6650

Exhibit “C”

EXHIBIT "C"
Statutory Elements

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property, relocation of families or businesses, or the sale of property is necessary to accomplish the Project. The Redeveloper owns or controls the Project Site.

B. Population Density

The proposed development at the Project Site includes the construction of commercial or industrial buildings, which will not affect population density in the project area.

C. Land Coverage

The Project is anticipated to consist of construction of up to 18 commercial or industrial flex buildings on 18 lots. It is anticipated that each lot will be in the range of approximately 13,000 square feet to approximately 40,000 square feet. The Project will meet the applicable land-coverage ratios and zoning requirements as required by the City of Fremont.

D. Traffic Flow, Street Layouts, and Street Grades

The Project Site is located immediately North of Morningside Road. As part of the Project, the Redeveloper will construct a street with a cul de sac extending off of Morningside Road, identified as Howard Court, to provide access to the Project Site. The proximity of the Project Site to Morningside Road, the construction of Howard Court, and the implementation of the Project in phases, are anticipated to eliminate any potential adverse impacts with respect to traffic flow, street layouts, and street grades that might result from the Project.

E. Parking

The Project will include construction of parking lots to serve the buildings constructed that will meet or exceed the parking requirements set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

The Project Site is located in the LI Limited Industrial zoning district. The Project Site will be replatted to subdivide the Project Site into approximately 18 separate parcels. Redeveloper will be responsible for obtaining any zoning, building code, or ordinance changes that are necessary for the Project.

EXHIBIT "D"
Cost-Benefit Analysis

COMMUNITY DEVELOPMENT AGENCY
CITY OF FREMONT, NEBRASKA
RD LEASING REDEVELOPMENT PROJECT
COST-BENEFIT ANALYSIS
(Pursuant to Neb. Rev. Stat. § 18-2113)

The RD Leasing Redevelopment Project (the "Project") will consist of construction of up to 18 commercial or industrial flex buildings on the Project Site in up to 6 phases. The private improvements and the public improvements to be constructed as part of the Project are subject to adjustment based on the needs of the community and other factors. However, for purposes of this cost-benefit analysis, it is assumed that the Project will consist of up to 18 commercial flex buildings ranging in size from approximately 3,000 square feet to approximately 10,000 square feet, as more particularly described on Exhibit "D-1". The cost-benefit analysis for the Project, which will utilize funds authorized by Neb. Rev. Stat. § 18-2147, can be summarized as follows:

1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

a.	Estimated Base Project Area Valuation:	$55,000
b.	Estimated Completed Project Assessed Valuation:	$3,463,000
c.	Estimated Tax Increment Base (b. minus a.):	$3,408,000
d.	Estimated Annual Projected Tax Shift:	$70,300

Notes:

1. *The Estimated Annual Projected Tax shift is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The estimated tax levy for this analysis is 2.047225, which is the 2019 Dodge County tax levy, and is subject to change.*

2. *The Project will be completed in multiple phases, and each phase may have a different effective date for the division of the ad valorem tax. As a result, the Estimated Annual Projected Tax Shift will vary during the Project.*

3. *The Redeveloper anticipates that upon completion of construction of all lots comprising the Project Site, the assessed valuation of the Project Site will be in the range of $7,000,000. However, the Estimated Completed Project Assessed Valuation is limited to $3,463,000 based upon the Redeveloper's tax increment financing request of $615,000. This is anticipated to permit the ad valorem real estate taxes to be collected by all of the various taxing jurisdictions on some or all of the lots in the Project Site sooner than the expiration of the tax increment financing period.*

2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:

a. Public infrastructure improvements and impacts:

The Redeveloper will make significant expenditures for the acquisition, construction and installation of the Project and related and ancillary improvements. It is proposed that approximately $615,000 of these expenditures will be financed with the proceeds of tax increment financing indebtedness, with the remaining balance to be paid by the Redeveloper. The sources and uses of the TIF indebtedness will be more particularly set forth in the Redevelopment Agreement for this Project, including each phase. It is anticipated that eligible uses of the TIF indebtedness may include the following: site acquisition, site preparation, engineering and design fees, public utility extension and installation, installation of streets and sidewalks, erosion control and stormwater pollution prevention improvements, and other improvements deemed feasible and necessary in support of the public health, safety, and welfare. All expenditures financed by tax increment financing indebtedness shall be eligible in accordance with the requirements of the Nebraska Community Development Law. It is not anticipated that the Project will have a material adverse impact on existing public infrastructure. The Project improvements will materially benefit other property in and around the City.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, it is intended to create a long term benefit and substantial increase in property taxes to the City and other local taxing jurisdictions. Since the Project Site was not, until recently, within the corporate limits of the City, the City has not historically relied on tax revenue from the Project Site, and the City would be unlikely to realize additional ad valorem taxes in the near future without the Project because the Project Site and surrounding areas are unlikely to be developed without the street and utility improvements being constructed as part of the Project. Further, it is anticipated that the assessed valuation of the Project will be higher than necessary to pay debt service on the tax increment financing indebtedness issued for the Project, which may allow the various taxing jurisdictions to collect the ad valorem real estate taxes on some or all of the lots prior to the expiration of the 15 year tax increment financing period. The Project should also generate immediate tax growth for the City. It is anticipated that the Project will include a significant amount of personal property that will be installed within the buildings constructed, which will be on the property tax rolls upon its acquisition and installation. Further, the Project will generate sales tax as a result of the buildings constructed.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:

It is anticipated that the Project will have a material positive impact on employers and employees of firms locating or expanding within the boundaries of the redevelopment project, because the Project includes extension and installation of public utilities, as well as street improvements, which will attract additional redevelopers to

the area of the Project. Further, the Project will likely require products and services from firms located within the boundaries of the area of the redevelopment project.

It is not anticipated that the Project will have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project.

4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:

The Project should have a material positive impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. The Project is not anticipated to impose a burden or have a negative impact on other local area employers. The Project should also increase the need for services and products from existing businesses. Since the Project includes construction of commercial and industrial buildings, upon occupancy, the Project may require the purchase of janitorial services, office and hardware supplies, and other similar products and services.

5. Impacts on the student populations of school districts within the City:

The Project is not expected to have an impact on student populations of school districts within the City of Fremont because the Project does not include the construction of any dwelling units.

6. Other impacts determined by the agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:

The construction of commercial and industrial flex buildings as part of the Project is anticipated to create full and part time employment opportunities on the Project Site. The Project will facilitate the development of a blighted and substandard area of the City without the incurrence of significant public cost, and will increase property tax revenue in the long-term. There are no other material impacts determined by the agency relevant to the consideration of the cost of benefits arising from the Project.

6. Cost Benefit Analysis Conclusion:

Based upon the findings presented in this cost benefit analysis, the benefits outweigh the costs of the proposed Project.

Approved by the Community Development Agency, City of Fremont this ____ day of _____, 2020.

_____
_____, Chairman

_____
_____, Secretary

Exhibit “D”

EXHIBIT D-1

PROJECT INFORMATION

The Project will be undertaken on the real estate legally described as:

Lot 3, Morningside Industrial Park, City of Fremont, Dodge County, Nebraska

(the "Project Site"). The Project shall consist of the following Private Improvements and Public Improvements:

(a) **Private Improvements.** The private improvements anticipated to be constructed as part of the Project include up to 18 commercial and industrial flex buildings, parking lots, and associated improvements, which will be constructed in up to 6 phases. It is anticipated that the buildings constructed on the Project Site will range in size from approximately 3,000 square feet to approximately 10,000 square feet. However, the private improvements, including (i) the quantity and type of commercial or industrial buildings, (ii) the size of each of the buildings, and (iii) the schedule for implementation of each phase of the Project, are subject to adjustment, as more fully described in the Redevelopment Plan Amendment.

(b) **Public Improvements.** Land acquisition, extension of public utilities, site preparation, installation of streets and sidewalks, engineering and design fees, erosion control and stormwater pollution prevention improvements, and other eligible public expenditures under the Act as determined in the Redevelopment Agreement; paid for, in part, by the tax increment generated by the private improvements.

4824-2343-9041, v. 1

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jody Sanders, CPA, Director of Finance

DATE: July 14, 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 account balances decreased $460,300 from May, due to a $1 million check issued in May that cleared the City's bank account in June. This was offset by the June 30, 2020 claims that were not mailed until July 1. The Utility total increased by $2,050,600, due in large part to the June 30, 2020 claims as well.

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
June 30, 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	$ 15,818,635					
City Treasurer-M Mkt	$ 1,559,422					
SID #4	$ 61,295					
Special Revenue		$ 493,129				
Infrastructure - Sales Tax						$ 4,321
Insured M MKT ** -Sales Tax		$ 7,378,704				
Public Safety - Sales Tax						$ 946,025
Streets - Sales Tax						$ 227,604
Streets - M Mkt			$ 418,965			
Community Devlopment Agy	$ 172,515					
Keno			$ 401,720			
CDBG Clearing	$ 22,395					
CDBG Program Income	$ 74,000					
E911	$ 179,723					
Drug Task	$ 32,312					
Employee Benefits			$ 2,967,216			
Total Checking/Money Market	$ 17,920,297	$ 7,871,832	$ 3,787,901	$ -	$ -	$ 1,177,949
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	$ -	$ 500,000			
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	$ -	$ 12,160,000	$ 1,350,000	$ -	$ -
Total Governmental deposits	$ 21,020,297	$ 7,871,832	$ 15,947,901	$ 1,350,000	$ -	$ 1,177,949
					Grand total	**$ 47,367,979**

City of Fremont
Report of Treasury - Cash and Investment Bank Balances
June 30, 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	$ 18,721,859					
Electric Fund	$ 607					
Comb Util Funds/Construction	$ 4,074,201					
Electric Funds						$ 2,034,262
Water Project Bond Acct	$ 80,579					
Department of Utilities			$ 678,490			
Sewer Improvement	$ 3,392					
Sewer Funds						$ 315,775
Gas Fund						$ 760,689
Electric Fund				$ 150		
Total Checking/Money Market	$ 22,880,638	$ -	$ 678,490	$ 150	$ -	$ 3,110,726
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	$ 23,805,638	$ 2,000,000	$ 11,424,490	$ 4,700,150	$ -	$ 3,110,726
					Grand total	**$ 45,041,004**
Grand total, all funds	**$ 44,825,935**	**$ 9,871,832**	**$ 27,372,391**	**$ 6,050,150**	**$ -**	**$ 4,288,675**
					Grand total	**$ 92,408,983**
CITY CDARS CERTIFICATES				$ 750,000		$ 3,225,000
DU CDARS CERTIFICATES	$ -		$ -	$ 2,900,000	$ -	$ 2,600,000

REGULAR CITY COUNCIL MEETING MINUTES
June 30, 2020 - 7:00 PM
City Council Chambers 400 East Military, Fremont NE

MEETING CALLED TO ORDER. After the Pledge of Allegiance, Mayor Getzschman called the City Council 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.

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 30, 2020 Regular Meeting. Motion made by Yerger, seconded by Jacobus to adopt the current agenda with items #23 and #27 moved above the consent agenda. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

PUBLIC HEARINGS:

2. Resolution 2020-125 for Conditional Use Permit on behalf of Memorial Cemetery Association to expand a cemetery on property generally located at 610 W 23rd St. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Motion made by Jensen, Seconded by Yerger to approve Resolution 2020-125. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried

3. Resolution 2020-126 for Conditional Use Permit for the expansion of a non-standard use for the purpose of replacing a 12'x20' shed on property generally located at 249 W. Jackson St. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Motion made by Yerger, seconded by Jacobus receive updated resolution and amend the resolution as such. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Jacobus Voting Abstaining: Kuhns. Motion carried. Motion made by Yerger, seconded by Jacobus to approve Resolution 2020-126 as amended. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Jacobus Voting Abstaining: Kuhns. Motion carried.

4. Ordinance 5536 to annex Lot 3 Morningside Industrial Park, generally located on the northeast corner of Morningside and Howard Streets (first reading). Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Motion made by Jacobus, seconded by Jensen to introduce and hold first reading of the Ordinance. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. City Clerk provided first reading of the Ordinance.

23. Update regarding financials and impacts as a result of COVID-19. Finance Director Sanders provided a report. No action was taken.

27. Council Member Jacobus item - Discuss, consider and take possible action to prioritize remaining CIP projects/purchases for FY's 2019-20, 2020-21, 2021-22, and 2022-23 due to potential budgetary shortfalls. Discussion was held. No action was taken.

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 McClain, seconded by Legband to approve consent agenda items 5, 6, 12, 13 and 16-19. Voting Yea: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

5. Motion to approve June 10, 2020 through June 30, 2020 claims and authorize checks to be drawn on the proper accounts

6. Dispense with and approve June 9, 2020 Board of Equalization, Community Development Agency and City Council Meeting Minutes

7. Resolution 2020-127 authorizing an appropriation of funds for the City's portion of the local match for a Community Development Block Grant to repair the breach at the Rod & Gun Club. Motion made by Legband, seconded by Jacobus to approve Resolution 2020-127. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

8. Motion to approve the discharge of fireworks for the Fremont Moo. Motion made by Yerger, Seconded by Legband to approve the discharge of fireworks for the Fremont Moo with clarification that rain date will be July 11, 2020. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

9. Resolution 2020-128 authorizing the Mayor to execute Amendment #4 to the HDR Reimbursement and Indemnification Agreement for Wastewater Engineering for WholeStone Farms for Wastewater Treatment Plant (WWTP) upgrade. Motion made by Jensen, Seconded by Kuhns to approve Resolution 2020-128. Voting Yea: McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus
Voting Nay: Yerger, Ellis. Motion carried.

10. Resolution 2020-129 authorizing the Mayor to execute Amendment #5 to the Construction Administration Agreement with HDR Engineering for the Anaerobic Lagoon Project. Motion made by Legband, Seconded by Kuhns to approve Resolution 2020-129. Voting Yea: McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus Voting Nay: Yerger, Ellis.

Motion carried.

11. Motion to approve the recommendation of the Mayor to reappoint Robert Steenblock, David Monke and Mike McGillick to terms ending June 2023, and appoint Alison Adams to a position with a term expiring June 2022 to the Airport Advisory Committee. Motion made by Yerger, Seconded by Legband to appoint Robert Steenblock. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. Motion made by Yerger, seconded by Jensen to appoint David Monke. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. Motion made by Yerger, Seconded by Kuhns to appoint Mike McGillick. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. Motion made by Yerger, Seconded by Legband to appoint Alison Adams. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

12. Motion to approve concrete license applications

13. Resolution 2020-130 authorizing execution of a professional services contract between the Eastern Nebraska Office on Aging (ENOA) and the Fremont Friendship Center

14. Motion to approve the recommendation of the Mayor to reappoint Susan Jacobus, Rich Oliva and Rob George to terms ending June 2022 to the Local Option Review Team. Motion made by McClain, seconded by Jensen to appoint Council Member Jacobus. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns Abstention: Jacobus. Motion carried. Motion made by Kuhns, Seconded by Legband to appoint Rich Oliva. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. Motion made by Kuhns, Seconded by Legband to appoint Rob George. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

15. Motion to approve adjusted Ronin Pool Admission fee. Motion made by Yerger, Seconded by Kuhns to approve the adjusted Ronin Pool Admission fee. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

16. Resolution 2020-131 authorizing staff to sign a purchase agreement with NMC for a used Caterpillar Motorgrader Model 140M

17. Resolution 2020-132 authorizing City staff to sign a purchase agreement with Truck Center of Omaha for a New Freightliner Water Truck

18. Resolution 2020-133 approving the request of Main Street Fremont to close 2nd to 6th Street on Main Street for the 2020 Summer Fest event on Saturday July 25, 2020 from 7 a.m. to 4 p.m.

19. Mayor agenda item - Resolution 2020-134 terminating the three-year contract to Ameritas Investment Corp. for municipal financial advisor services and authorizing City Staff to provide notification

UNFINISHED BUSINESS: Requires individual associated action

20. Ordinance 5534 to revise Municipal Code Section 3-103: Municipal Water System; application for service; meter and service requirements generally; prorating monthly water

bill (second reading). Motion made by Yerger, Seconded by Legband to hold second reading of the Ordinance. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. City Clerk provided the second reading of the Ordinance.

21. Ordinance 5535 to revise Municipal Code Section 3-231: Building sewer installation; single premise (second reading). Motion made by Jensen, Seconded by Legband to approve second reading of the Ordinance. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. City Clerk provided second reading of the Ordinance.

NEW BUSINESS: Requires individual associated action

22. Move to appoint Ryan Christensen and Hunter McKenzie as Police Officers per Mayor recommendation. Motion made by Yerger, seconded by Jensen to appoint Ryan Christensen and Hunter McKenzie as Police Officers per Mayor recommendation. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

24. Motion to approve Supplemental Agreement for the SE Beltway with Nebraska Department of Transportation. Motion made by Legband, seconded by Jensen to approve Supplemental Agreement for the SE Beltway with Nebraska Department of Transportation. Voting Yea: Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus
Voting Nay: Yerger. Motion carried.

25. Consider resumption of the Public Comment period (FMC 2-103) and discussion regarding remote public comment. Motion made by Jacobus, Seconded by Legband to resume the public comment period beginning with the second meeting in July 2020 and authorize Zoom comments from the public during public comment, and Council Meetings. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

26. Motion to approve Interlocal agreement with Lower Platte North Natural Resources District, Papio-Missouri River Natural Resources District and Dodge County for Platte River Camera-Sensor. Motion made by Jacobus, Seconded by Kuhns to approve Interlocal agreement with Lower Platte North Natural Resources District, Papio-Missouri River Natural Resources District and Dodge County for Platte River Camera-Sensor. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

28. Executive Session with respect to real estate purchase and with respect to Workers Compensation Litigation. Moved by Council Member Jacobus, seconded by Council Member Jensen to go into executive session to discuss real estate purchase and with respect to Workers Compensation Litigation and for the further reason that the executive session is necessary for the protection of the public interest and asked for discussion. The Mayor stated that the pending motion was to go into executive session to discuss real estate purchase and with respect to Workers Compensation Litigation and for the further reason that the executive session is necessary for the protection of the public interest. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. The Mayor stated that the pending motion to go into executive session to discuss real estate purchase and with respect to Workers Compensation Litigation and for the further reason that the executive session is necessary for the protection of the public interest had been approved. Discussion will be limited to real estate purchase and with respect to Workers Compensation Litigation. No official actions or votes will be taken

during the executive session. Motion carried. Time in: 10:30 p.m. Moved by Council Member Jensen, seconded by Council Member McClain to come out of executive session where no official actions or votes were taken. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. Time out 11:11 p.m.

ADJOURNMENT

Motion made by McClain, Seconded by Legband to adjourn; time: 11:12 PM. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

APPROVED AND ACCEPTED AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA Regular City Council Meeting Minutes for June 30, 2020.

Tyler Ficken, City Clerk | Scott Getzschman, Mayor

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: July 14, 2020

SUBJECT: Cement/Asphalt/Excavate Work License Application

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

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

Business	**Applicant**	**Type**
Spartan Solutions	Jonathan D. Hubbell	Cement/Asphalt/Excavate

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 Work/Asphalt/Excavate

License should be issued to Jonathan D. Hubbell

License shall be used by applicant as the sole owner of business, which will be conducted under the name of Spartan Solutions at 1878 E 12th St - Fremont

(If applicant is not sole owner, set out the other owners: _____)

Applicant telephone number at place of business or where can be reached 402-719-4416

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 7 years of practical experience in this type of work at the following places (Cover the last five years)

Starting with B'n'E construction (Bill Hubbell + Eric Johnson) as a concrete finisher, ascending to Level of foreman/Journeyman. After this time (5+ Yrs) I worked on the commercial crew at JnR.

I have the following technical education: None

I give you the following references: Bill Hubbell - 402-719-0164 (B'n'E const.) Jeff Hanson - 402-720-7022 Josh Fichbaum - 402-753-3099 (J'n'R) const.

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 06-29-2020

Jonathan Hubbell
Signature

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dave Goedeken, Public Works Director

DATE: July 14, 2020

SUBJECT: Airport Aerial Applicators Agreement

Approve Resolution 2020-137

Background: Novus Ag, LLC (aka A+ Aviation) has applied for an Aerial Applicators Agreement to operate a Crop Dusting Service from the Fremont Airport for the 2020 Spraying Season. The Agreement stipulates that the applicant show proof of insurance, will comply with all local, state, and federal requirements, and will pay a $1,500.00 fee into the airport fund at the time of occupancy at the airport.

Fiscal Impact: The City of Fremont receives a fee of $1,500.00 for this agreement, there are no City expenses related to this agreement. The applicant pays the fee at the time they commence activity at the airport.

AERIAL APPLICATOR AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Fremont, hereinafter referred to as "City", and Novus Ag, LLC, hereinafter referred to as "Aerial Applicator."

WHEREAS, Aerial Applicator desires to use the airport in connection with its aerial application and crop dusting business, and

WHEREAS, City agrees to allow Aerial Applicator to use the airport for said aerial application business but desires to be indemnified against any environmental hazard or waste contamination.

NOW, THEREFORE, in consideration of the mutual covenants herein described, the parties agree as follows:

1. Aerial Applicator shall pay a fee of $1,500.00 before the start of Aerial Applicator spray operations, for the calendar year of 2020 for the use of the airport in connection with its aerial application business. The term of this Agreement shall be for the calendar year of 2020. Aerial Applicator shall also provide and have available a spill prevention kit to contain and absorb any fuel or chemical spill on Fremont Airport property. Any spills will be cleaned up immediately and completely at the Aerial Applicator's expense and to the satisfaction of the City of Fremont.
2. The parties acknowledge that Aerial Applicator uses certain hazardous substances in the course of conducting its business. Aerial Applicator shall, at Aerial Applicator's sole cost and expense, comply with all the requirements and orders now in force in which may hereafter be imposed by all federal, state, county, municipal and other applicable governmental authorities pertaining to Aerial Applicator's use and occupancy of the airport for its aerial application business.
    a. In the event Aerial Applicator receives a notice of violation from a governmental authority or becomes aware of an event or condition which would give rise to violation, Aerial Applicator shall give prompt notice thereof to the Airport Manager, including an accurate and complete written report of the event or condition. Aerial Applicator shall also provide to the Airport Manager a written plan for the repair, abatement or remediation, as the case may be, of the violation, including a timetable for completion of the plan. Aerial Applicator shall promptly execute the plan at his sole cost and expense.
    b. In the event Aerial Applicator fails to perform any act required under this paragraph 2, it shall be deemed in default under the terms of this Agreement and City may terminate this Agreement. City shall be entitled to collect from Aerial Applicator any fines, penalties,

environmental site assessment, allowing periodic review of business records by the company, or releasing financial data and descriptions of business operations.

14. Aerial Applicator shall use all reasonable means to prevent an adverse environmental occurrence and City, through its representatives, employees and agents, shall be permitted at all reasonable times to inspect any of Aerial Applicator's facilities and equipment for the purpose of determining compliance with this paragraph.
15. This Agreement shall not be assigned by Aerial Applicator without express written consent of City.

WHEREFORE, the parties have executed this Agreement this 15 day of May, 2020

Joel Walker Luedtke
Aerial Applicator

FREMONT MUNICIPAL CITY

By: _____

STATE OF NEBRASKA
AERIAL PESTICIDE BUSINESS LICENSE

Issued to:

A Plus Aviation Services, LLC

Date of Issue: April 17, 2020

Date of Expiration: December 31, 2020

License Number 208

US Department of Transportation
Federal Aviation Administration

Operating Certificate

This certifies that

A+ Aviation Services LLC
Goodland Municipal Airport (KGLD)
1202 West Highway 24
Goodland, Kansas 67735

has met the requirements of the Federal Aviation Act of 1958, as amended, and the rules regulations, and standards prescribed therein, for the issuance of this certificate and is authorized to operate as an Air Operator and conduct

Commercial Agricultural Aircraft Operations

in accordance with said Act and its rules, regulations, and standards; the dispensing of economic poisons is allowed.

This certificate is not transferable and, unless canceled, suspended, superseded, surrendered or revoked, shall continue in effect indefinitely.

By Direction of the Administrator

Certificate number 42AG038Q

Effective Date April 18, 2018

Issued at CE07, Wichita, KS

Jerald L. Eichelberger
(Signature)
Manager, Wichita FSDO
(Title)

FAA Form 8430-21 (6-87)

Electronic Forms (PDF)

HARDY AVIATION INSURANCE
P.O. BOX 12010
Wichita, KS 67277-2010
1-800-721-5733

Certificate of Insurance

Named Insured: A+ Aviation Services, LLC
P O Box 998
Goodland, KS 67735

Certificate Holder:

Fremont Municipal Airport
1203 W 23rd Street
Fremont, NE 68025

Policy Period: From March 1, 2020 To March 1, 2021
Policy Number: ORAG 001159 03
Insurance Company: Old Republic Insurance Company
Certificate Date: May 14, 2020

This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).

Liability Coverages	NON-CHEMICAL		COMPREHENSIVE CHEMICAL	
Bodily Injury -- excluding Passengers	$	each person each occurrence aircraft liability aggregate	$	each person each occurrence aircraft liability aggregate
Property Damage		each occurrence aircraft liability aggregate		each occurrence aircraft liability aggregate
Passenger Liability		each person each occurrence	NOT APPLICABLE NOT APPLICABLE	each person each occurrence
Single Limit -- Property Damage & Bodily Injury, excluding Passengers	5,000,000.00	each occurrence aircraft liability aggregate	300,000.00 800,000.00	each occurrence aircraft liability aggregate
Medical Expense -- Including Crew	NOT APPLICABLE NOT APPLICABLE	each person each occurrence	NOT APPLICABLE NOT APPLICABLE	
Airport Premises Liability Policy No. Policy Date		each occurrence premises liability aggregate	NOT APPLICABLE NOT APPLICABLE	

Chemical Limits of Liability are part of and not in addition to the Non-chemical Limits of Liability.
All Liability arising from any one occurrence shall not exceed the Non-chemical Limits of Liability

F.A.A. Cert. No.	MAKE AND MODEL	YEAR BUILT	INSURED VALUE	DEDUCTIBLES NOT IN MOTION	DEDUCTIBLES IN MOTION, INGESTION, OR MOORING	LIEN AMOUNT
6000Y						
753WC						
5298H						
605TA						
9197V						
602FA						
402V						

THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED UNDER LIABILITY COVERAGES, BUT ONLY AS RESPECTS OPERATIONS OF THE NAMED INSURED.

THE CERTIFICATE HOLDER WILL BE PROVIDED WITH A THIRTY (30) DAYS [TEN (10) DAYS IF FOR NON-PAYMENT OF PREMIUM] NOTICE OF CANCELATION OR MATERIAL CHANGE.

HARDY AVIATION INSURANCE, INC.

James R. Hardy, President

Planes

N#	Model	S/N
N271LA	AT-802A	802A-0471
N605TA	AT-602	602-1262
N602FA	AT-602	602-1256
N9197V	AT-401	401-0944
N5298H	S2R-T34	T34-312
N6000Y	AT401B	401B-0983
N402V	AT402A	402A-1050

JOSEPH RUSSELL

UNITED STATES OF AMERICA
Department of Transportation
Federal Aviation Administration

MEDICAL CERTIFICATE SECOND CLASS

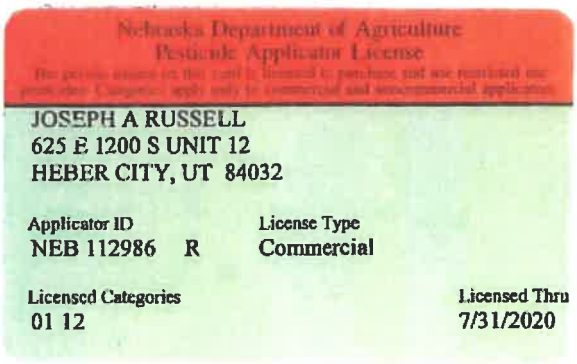
This certifies that *(Full name and address):*
JOSEPH Anthony RUSSELL II
8474 Lago Vista
Edcouch TX 78538 USA

Date of Birth	Height	Weight	Hair	Eyes	Sex
06/25/1961	72	192	BLOND	BLUE	M

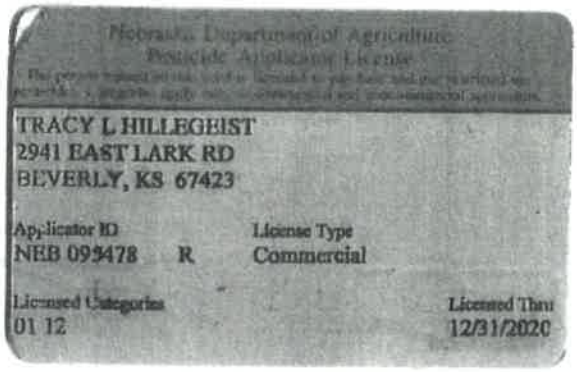
has met the medical standards prescribed in part 67, Federal Aviation Regulations, for this class of Medical Certificate.

Limitations: Holder shall possess glasses for near/intermediate vision.

Date of Examination: 02/28/2020
Examiner's Designation No.: 000020339
Examiner — Signature: Letitia Archuleta MD
Typed Name: LETITIA ARCHULETA, MD
AIRMAN'S SIGNATURE: Joe Russell II
Applicant ID: 1993077607
Control No.: 200009034600



TRACY HILLEGEIST



UNITED STATES OF AMERICA
Department of Transportation
Federal Aviation Administration

MEDICAL CERTIFICATE SECOND CLASS

This certifies that ***(Full name and address):***
TRACY Linn HILLEGEIST
2941 E Lark Dr
Beverly KS 67423 USA

Date of Birth	Height	Weight	Hair	Eyes	Sex
06/14/1967	71	99	BROWN	HAZEL	M

has met the medical standards prescribed in part 67, Federal Aviation Regulations, for this class of Medical Certificate.

Limitations
Must wear corrective lenses

Date of Examination	Examiner's Designation No.
07/01/2019	000017752

Examiner
Signature
Ronald Whitmer DO
Typed Name
RONALD N WHITMER DO

AIRMAN'S SIGNATURE
Tracy Hillegeist
Applicant ID: 1996417484 Control No 200008732978

FAA Form 8500-9 (3-12; Supersedes Previous Edition NSN: 0052-00-670-7002

TRAVIS AMB

TRAVIS S AMB
950 CENTENNIAL DR
GOODLAND, KS 67735

Applicator ID
NEB 097643 R

License Type
Commercial

Licensed Categories
01 12

Licensed Thru
12/31/2020

UNITED STATES OF AMERICA
Department of Transportation
Federal Aviation Administration

MEDICAL CERTIFICATE SECOND CLASS

This certifies that ***(Full name and address):***
TRAVIS Scott AMB
950 centennial drive
Goodland KS 67735 USA

Date of Birth	Height	Weight	Hair	Eyes	Sex
10/08/1985	72	218	BROWN	HAZEL	M

has met the medical standards prescribed in part 67, Federal Aviation Regulations, for this class of Medical Certificate.

Limitations
None

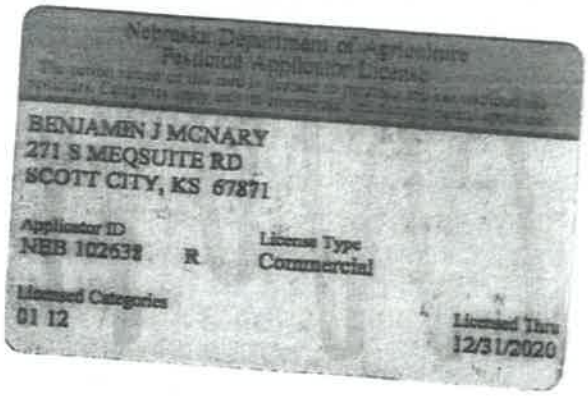
Date of Examination	Examiner's Designation No.
02/13/2020	000001532

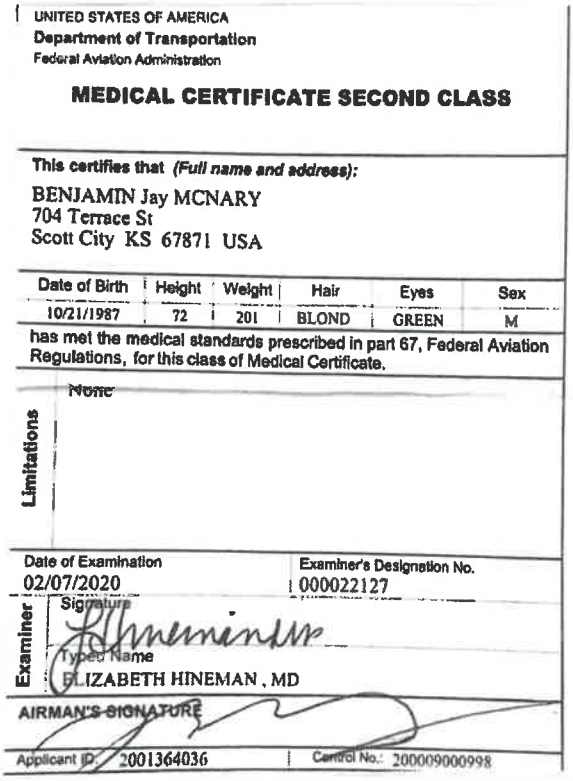
Examiner
Signature
Typed Name
GARY CHILDERS , MD

AIRMAN'S SIGNATURE
Applicant ID: 2001356330 Control No.: 200008998095

FAA Form 8500-9 (3-12) Supersedes Previous Edition NSN: 0052-00-670-7002

BENJAMIN MCNARY





UNITED STATES OF AMERICA
Department of Transportation
Federal Aviation Administration

MEDICAL CERTIFICATE SECOND CLASS

This certifies that *(Full name and address)*:
BENJAMIN Jay MCNARY
704 Terrace St
Scott City KS 67871 USA

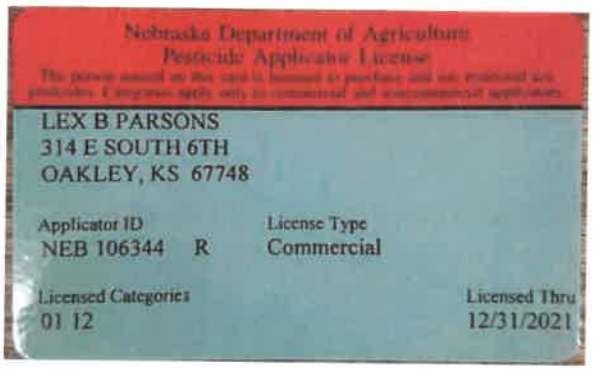
Date of Birth	Height	Weight	Hair	Eyes	Sex
10/21/1987	72	201	BLOND	GREEN	M

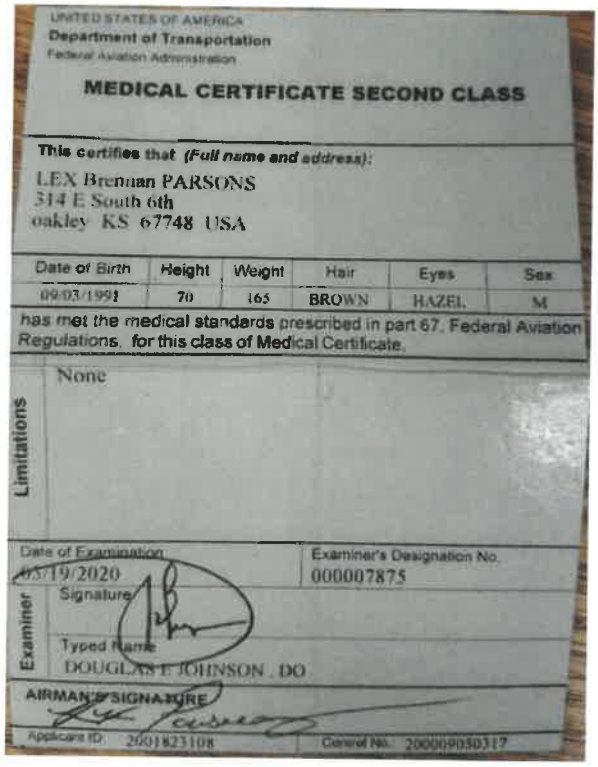
has met the medical standards prescribed in part 67, Federal Aviation Regulations, for this class of Medical Certificate.

Limitations: None

Date of Examination: 02/07/2020
Examiner's Designation No.: 000022127
Examiner — Signature:
Typed Name: ELIZABETH HINEMAN , MD
AIRMAN'S SIGNATURE
Applicant ID: 2001364036 Control No.: 200009000998

LEX PARSONS





UNITED STATES OF AMERICA
Department of Transportation
Federal Aviation Administration

MEDICAL CERTIFICATE SECOND CLASS

This certifies that *(Full name and address)*:
LEX Brennan PARSONS
314 E South 6th
oakley KS 67748 USA

Date of Birth	Height	Weight	Hair	Eyes	Sex
09/03/1991	70	165	BROWN	HAZEL	M

has met the medical standards prescribed in part 67, Federal Aviation Regulations, for this class of Medical Certificate.

Limitations: None

Date of Examination: 05/19/2020
Examiner's Designation No.: 000007875
Examiner — Signature:
Typed Name: DOUGLAS E JOHNSON , DO
AIRMAN'S SIGNATURE
Applicant ID: 2001823108 Control No.: 200009050317

CHASE BEEK

UNITED STATES OF AMERICA XI
DEPARTMENT OF TRANSPORTATION • FEDERAL AVIATION ADMINISTRATION
IV NAME
CHASE MICHAEL BEEK
V ADDRESS 42217 COUNTY ROAD Y
CHEYENNE WELLS CO 80810-9700
VI NATIONALITY USA
IVa D.O.B. 25 JUN 1992
SEX HEIGHT WEIGHT HAIR EYES
M 71 185 BLOND BLUE
IX HAS BEEN FOUND TO BE PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF
COMMERCIAL PILOT
CERTIFICATE NUMBER 3623999
DATE OF ISSUE 24 MAY 2014
ADMINISTRATOR

Nebraska Department of Agriculture
Pesticide Applicator License
CHASE M BEEK
15225 CR 47
CHEYENNE WELLS, CO 80810
Applicator ID
NEB 107286 R
License Type
Commercial
Licensed Categories
01 12
Licensed Thru
6/25/2021

UNITED STATES OF AMERICA
Department of Transportation
Federal Aviation Administration

MEDICAL CERTIFICATE FIRST CLASS

This certifies that ***(Full name and address):***
CHASE Michael BEEK
PO Box 341
Cheyenne Wells CO 80810 USA

Date of Birth	Height	Weight	Hair	Eyes	Sex
06/25/1992	73	202	BLOND	BLUE	M

has met the medical standards prescribed in part 67, Federal Aviation Regulations, for this class of Medical Certificate.

Limitations
None

Examiner
Date of Examination
05/08/2019
Examiner's Designation No.
000001532
Signature
Typed Name
GARY CHILDERS , MD

AIRMAN'S SIGNATURE Chase M. Beek

Applicant ID: 2001781500
Control No.: 200008668829

FAA Form 8500-9 (3-12) Supersedes Previous Edition
NSN: 0052-00-670-7002

RESOLUTION NO. 2020-137

A Resolution of the City Council of the City of Fremont, Nebraska, approving Aerial Applicator Agreement with GFG Spray Services.

NOW AND THEREFORE BE IT RESOLVED: By the City Council of the City of Fremont, Nebraska, that the Mayor is hereby authorized to execute the Aerial Applicator Agreement with Novus Ag, LLC, allowing Novus Ag to operate out of the Fremont Airport during 2020 season.

PASSED AND APPROVED THIS 14th DAY OF July, 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

DATE: July 14, 2020

SUBJECT: Consider request of Fremont Rotary Club to use Fremont Airport facilities for the 2020 Rotary Fly-in Breakfast, and to close west lane of Airport Road for overflow parking during the event on August 30, 2020 from 7:00 a.m. to 2:00 p.m.

Recommendation: Staff recommends approval of Resolution 2020-138 for the use of the Airport for the Fly-in Breakfast, and approval of the closure of the West lane of Airport Road.

Background: This request is for the Annual Fremont Rotary Club fundraiser event at the Fremont Airport. The event is to take place on August 30, 2020. The request is for the use of Airport facilities and the closure of the West lane of Airport Road for overflow parking. A Certificate of Insurance is provided. Staff recommends approval of the request.

Fiscal Impact: none

July 2, 2020

Brian Newton
Fremont City Administrator
400 East Military Avenue
Fremont NE 68025

Re: Fremont Rotary Club Fly- In Breakfast

Dear Brian:

On Sunday, August 30, 2020, the Fremont Rotary Club will be sponsoring a Fly-in Breakfast from 7:00 to 1:00 p.m. in association with Fremont Aviation, Inc. with the net proceeds being used to support area youth activities and projects.

I'm writing to request permission from the City to allow patrons to park on Airport Road and on public property adjacent to the public road if necessary, in the event the parking in the airport area becomes full. In the past, the Fremont Street Department has furnished 10 – 12 cones to be placed in the middle of Airport Road west lane. The City has also provided four large trash cans with liners. Would you kindly place this matter on the Council's agenda and provide me with notice of the applicable council meeting so I can appear on behalf of Rotary, if necessary.

We are hopeful that this event will promote youth, general aviation, and also supplement other activities which may be planned in the Fremont area for the same day. Any assistance which the City can provide will be greatly appreciated by all. Thank you and I look forward to hearing from you.

Any assistance which the City can provide would be greatly appreciated by all.

Thank you for your time and attention to this matter.

Sincerely yours,

Mike Thomas, Rotary Fly-in Co-Chair
2403 Estes Ln
Fremont, NE 68025
402-212-3963

RESOLUTION NO. 2020-138

A Resolution of the City Council of the City of Fremont, Nebraska, approving request of Fremont Rotary Club to use the Fremont Municipal Airport for a Fly-in Breakfast on August 30, 2020 from 7:00 a.m. to 2:00 p.m.

WHEREAS, the Fremont Rotary Club requests the use of a portion of the Fremont Municipal Airport for their annual Fly-in Breakfast; and

WHEREAS, the Fremont Rotary Club requests the closure of the west lane of Airport Road from 7:00 a.m. to 2:00 p.m. on August 30, 2020, to accommodate the number of guests attending the Fly-in Breakfast.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council approve the request of the Fremont Rotary Club for use of the Fremont Municipal Airport on August 30, 2020 from 7:00 a.m. to 2:00 p.m. for the Fly-in Breakfast and to temporarily close a portion of Airport Road for overflow parking.

PASSED AND APPROVED THIS 14th DAY OF JULY 2020 .

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
July 6, 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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		
Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Ali Sulita PHONE (A/C, No, Ext): 1-833-3ROTARY FAX (A/C, No): 630-285-4062 E-MAIL ADDRESS: rotary@ajg.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lexington Insurance Company	19437
INSURED	INSURER B :	
All Active US Rotary Clubs & Districts Fremont Rotary Club #1552 ATTN: Risk Management Dept. 1560 Sherman Ave. Evanston, IL 60201-3698	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 899307648 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		015375594	7/1/2020	7/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $500,000 $ $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			015375594	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000 $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NOT APPLICABLE			PER STATUTE / OTH-ER E.L. EACH ACCIDENT 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)

The Certificate holder is included as additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER	CANCELLATION
City of Fremont (Airport Fly-in) 400 E Military Fremont NE 68025	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

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STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: July 14, 2020

SUBJECT: Appointment to Board of Adjustment

Recommendation: Move to approve the recommendation of the Mayor to appoint Lori Lathrop as the Planning Commission representative to the Board of Adjustment for a term ending September 2023.

Background: Appointments are for a 3 year term

STAFF REPORT

TO: Honorable Mayor and City Council

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

DATE: July 14,2020

SUBJECT: Agreement with Nebraska Department of Transportation for the placement of Emergency Vehicle Preemption Equipment at the intersection of Highway 77 and Cloverly Road.

Recommendation: Approve Resolution 2020-139

Background: The City wishes to install Emergency Vehicle Preemption Equipment to the traffic signal located at Cloverly Road and Highway 77. Since this signal is on the State Highway system permission is needed from the Nebraska Department of Transportation. Agreement ZL2002 allows the City to install the equipment sets the terms of cost and future maintenance.

Preemption at this intersection allows emergency vehicles to receive preference as they approach the signal in an emergency situation.

This item was considered by the Utility and Infrastructure Board on June 30, 2020, and passed by a 5:0 vote.

Fiscal Impact: Estimated material cost of equipment is $7,500.00.

NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION

AGREEMENT NO. ZL2002

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
CITY OF FREMONT
EMERGENCY VEHICLE PREEMPTION INSTALLATION

THIS AGREEMENT is between the City of Fremont, a municipal corporation of the State of Nebraska ("City"), and State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, State is provided with total jurisdiction in matters involving the installation and operation of traffic control devices on State Highway extensions through such corporate areas as provided by Neb. Rev. Stat. § 60-6, 120, and

WHEREAS, City desires to install Emergency Vehicle Preemptions ("Preemptions") to existing highway traffic signals, at no cost to the State, and

WHEREAS, State is willing to allow the City to install the above said Preemptions on existing highway traffic signals under the following terms and conditions, and

WHEREAS, City Council has authorized the Mayor to sign this Agreement, as evidenced by the Resolution of City Council, as shown on Exhibit "A".

NOW THEREFORE, in consideration of these facts and the mutual promises of the Parties hereto, the Parties agree as follows:

SECTION 1. DURATION OF THE AGREEMENT

1.1 ***Effective Date*** -This Agreement is effective immediately on the date it is fully executed by the Parties.

1.2 ***Identifying Date*** - For convenience, this Agreement's identifying date will be the date State signed the agreement.

1.3 ***Duration*** - This Agreement will remain in full force and effect for future responsibilities of City described herein, such as installation and maintenance of Emergency Vehicle Preemptions, unless such responsibilities have been rescinded by State.

1.4 ***Termination*** - Further, State reserves the right to terminate the agreement as provided herein.

SECTION 2. CITY RESPONSIBILITIES

2.1 City agrees to design and install Emergency Vehicle Preemptions ("Preemptions") on one or more existing highway traffic signals. Said preemptions shall be installed at no cost to the State. Installation shall be by a qualified electrical contractor approved by the State.

2.2 Upon completion of the initial installation, City may install other Emergency Vehicle Preemptions at various other signals as City desires, all at no cost to the State. City shall notify State in advance of each installation.

2.3 City shall maintain all Emergency Vehicle Preemption equipment for all existing and future preemption installations at no cost to the State. The City shall notify the State in advance of performing any work inside of a traffic signal controller cabinet.

2.4 City agrees to accept full liability for the operation of preemption system and its subsequent effects on the traffic operation. City agrees to hold the State harmless in any lawsuit pertaining to the preemption operation and its effects upon traffic flow and safety.

2.5 The Mayor is authorized by the City Council to execute this Agreement, as evidenced by the Resolution of City Council, attached as Exhibit "A" and incorporated herein by this reference.

SECTION 3. STATE RESPONSIBILITIES

3.1 State will adjust the controller timing at each installation to accommodate the Emergency Vehicle Preemption at no cost to City.

3.2 In the event of a controller problem, State reserves the right to disconnect the Emergency Vehicle Preemption system until timely repairs are completed. Preemption will not be disconnected unless absolutely necessary and the City will be notified as soon as possible. Preemption will be reconnected as soon as all parts of the controller are working properly.

SECTION 4. PROJECT TEMPORARY TRAFFIC CONTROL

4.1 All temporary traffic control devices will conform to the latest approved edition of the Manual on Uniform Traffic Control Devices and Nebraska Supplements thereto.

4.2 If City is to perform or contract for any work on the state highway within the project limits, City will develop a traffic control plan related to that work. The plan will be provided to

State's Project Manager for review and acceptance. City will provide, operate and maintain City's traffic control devices in accordance with its accepted traffic control plan.

4.3 City's work must comply with all traffic safety regulations, including those prescribed in the latest approved edition of the Manual of Uniform Traffic Control Devices and the Nebraska Supplement thereto. City shall use caution when working in State ROW.

SECTION 5. TERMINATION

State has the sole discretion to suspend the work in part or in whole or to terminate this Agreement; such action on its part will in no event be deemed a breach of this Agreement by State. State shall notify City in writing of such determination.

SECTION 6. ENTIRE AGREEMENT

This Agreement, including all exhibits and documents incorporated or included herein, constitutes the entire agreement of the Parties. This Agreement supersedes all communications, representations, understandings, either oral or written hereto, leading up to this Agreement. Any existing written agreements between the Parties remain in effect, except the language of this Agreement governs over conflicting language on the same subject in an existing written agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereby execute this agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by the City this _____ day of _____, 2020.

ATTEST:

CITY OF FREMONT

_____
City Clerk

_____
Mayor

EXECUTED by State this _____ day of _____, 2020.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Daniel J. Waddle, P.E.

_____
Traffic Engineer

RECOMMENDED:
Timothy W. Weander, P.E.

_____
District 2 Engineer Date

RESOLUTION NO. 2020-139

A Resolution of the City Council of the City of Fremont, Nebraska, to authorize execution of Agreement Number ZL2002 with the Nebraska Department of Transportation (State) for the placement of Emergency Vehicle Preemption Equipment at the intersection of Highway 77 and Cloverly Road.

WHEREAS: State is provided with total jurisdiction in matters involving the installation and operation of traffic control devices on State Highway extensions through such corporate areas as provided by Neb. Stat. § 60-6, 120; and

WHEREAS: The City of Fremont desires to install Emergency Vehicle Preemptions ("Preemptions"); and

WHEREAS: The State is willing to allow the City to install the above said Preemptions on existing highway traffic signals under the terms and conditions of Agreement ZL2002; and

BE IT RESOLVED: by the City Council of Fremont that the Mayor of the City of Fremont, Nebraska is hereby authorized to sign the attached Agreement ZL2002 between the City of Fremont and the Nebraska Department of Transportation.

NDOT Project Description: Emergency Vehicle Preemption Installation

PASSED AND APPROVED THIS 14th DAY OF July, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken
City Clerk

STAFF REPORT

TO: Mayor and City Council

FROM: Kim Koski, Director of Parks & Recreation

DATE: July 14, 2020

SUBJECT: Investment Grade Audit Senior Center & Christensen Field Main Arena.

Recommendation: Approve Resolution 2020-140

Background: The City Council approved Navitas as the City's Energy Services Company (ESCO) at the February 11, 2020 meeting.

Navitas evaluates each of the City's facilities at no cost and determines if there are potential energy savings that would offset the improvement costs to reach these savings.

When a project is identified, an Investment Grade is required. Approval from the City Council is required prior to expending any funds. Staff requests approval to sign Investment Grade Audit Contract for the Senior Center and Christensen Field Main Arena for a fee of $5,000.

Fiscal Impact: Budgeted $324,000 (Senior Center) & $565,000 (CF Main Arena) for energy efficiency improvements

Investment Grade Audit Agreement

This agreement ("Agreement") for an Investment Grade Audit is made and entered into as of February _____, 2020 between Navitas, LLC with its business office located at 25501 West Valley Parkway, Olathe, KS 66061 ("Navitas") and the City of Fremont, with its business office located at 400 E Military Ave, Fremont NE 68025 ("Owner"). The Owner and Navitas may be referred to herein individually as a "Party" and collectively as the "Parties".

Whereas, Navitas is a company with experience and technical and management capabilities to provide for the discovery, auditing, design, engineering, procurement, installation, financing, maintenance, and monitoring of energy and water savings measures; and

Whereas, on November 14, 2019, Owner issued a Request for Proposal for a Guaranteed Energy Saving Performance Contract; and

Whereas, on (Insert Date Here), 2020 the City of Fremont approved Navitas to partner with and assist Owner in developing and implementing a Guaranteed Energy Savings Performance Contract. The City of Fremont approved Navitas to proceed with an Investment Grade Audit; and

Whereas, Owner enters into this Agreement to determine the feasibility of energy and operation cost reduction initiatives and other related facility infrastructure improvements, as well as other professional services as may be agreed upon, and ultimately plans to implement an energy savings performance contract within 60 days of receipt of the Proposal for a Guaranteed Energy Savings Performance Contract;

Whereas, a product of this Agreement shall be an Investment Grade Audit Report and project proposal ("Project Proposal") for project implementation in which Owner may enter into a separate Guaranteed Energy Savings Performance Contract with Navitas; and

Now therefore, the Parties agree as follows:

1. Facilities

Owner's facilities under this Agreement are included in Exhibit A attached hereto (the "Facilities").

2. Investment Grade Audit Scope of Work

Navitas agrees to perform an investment grade Investment Grade Audit ("IGA") in accordance with the scope of work described herein. The IGA by Navitas will be an interactive approach in working with the Owner which will include a preliminary assessment of needs and opportunities, followed by further detailed analysis and preparation of a proposal for a guaranteed energy savings performance contract.

2.1. Data and Background Information Collection

2.1.1. Navitas will obtain energy and water use information from Owner or Owner's suppliers that includes at least the most recent 36 months of historical cost and use

information for electricity, natural gas, water and other energy fuels consumed at Owner's Facilities.

2.1.2. Owner will provide Navitas with information concerning facility operation and energy use including, but not limited to the following:

2.1.2.1. Construction date of building and major additions

2.1.2.2. Occupancy and scheduled usage information

2.1.2.3. Description of future plans regarding building modifications or planned equipment modifications or replacements

2.1.2.4. Access to building drawings, as available, that may include mechanical, plumbing, electrical, temperature controls, structural, architectural, modifications, and remodels

2.1.2.5. Existing heating, ventilating, and air conditioning (HVAC) equipment data such as OEM submittals, nameplate, model information or other factory data or specifications

2.1.2.6. Records of maintenance expenditures on energy consuming equipment, systems or building envelope including any service contracts in effect

2.1.2.7. Description of energy management procedures utilized, and methods used for scheduling Facilities

2.1.3. Owner agrees to furnish Navitas accurate and complete data and information it has available. Where information is not available from Owner, Navitas will make a diligent effort to collect such information through facility inspections and staff interviews. Navitas agrees to work diligently to assess validity of information provided by Owner to confirm or correct as needed.

2.1.4. Owner will arrange for Navitas to have remote access, through the user or operator interface software, to access existing building temperature control systems that are computerized for the purpose of evaluating existing programming, sequence of operations, schedules, set-points, overrides, etc.

2.2. Facilities Survey to Identify Potential Measures

2.2.1. Navitas will interview facility management and maintenance staff, or others as the Parties agree upon, regarding facility operation including:

2.2.1.1. energy management procedures

2.2.1.2. equipment maintenance problems

2.2.1.3. comfort problems and standard requirements

2.2.1.4. equipment reliability

2.2.1.5. occupancy and use schedules

2.2.1.6. past and planned facility alterations

2.2.2. Navitas will inspect and prepare documents quantifying major energy consuming equipment or systems, including:

2.2.2.1. Lighting (indoor and outdoor)

2.2.2.2. Heating, ventilating, and cooling systems and related distribution and equipment

2.2.2.3. Temperature control systems and equipment

2.2.2.4. Domestic hot water systems

2.2.2.5. Special systems such as kitchen, swimming pools, laundry, etc.
2.2.2.6. Building envelope such as roofs, doors, windows, and insulation
2.2.2.7. Water consuming systems including restroom fixtures, irrigation systems, etc.
2.2.2.8. Other energy consuming systems

2.2.3. Navitas may install data-logging equipment, as Navitas determines appropriate, with consent of Owner, for the purpose of determining operating conditions such as lighting "on-off" patterns, space temperatures, equipment run-hours, etc. In addition, Navitas will interview staff and review equipment operating logs kept by Owner to determine past operating and scheduling practices. Owner will allow Navitas reasonable access to Facilities during both occupied and unoccupied hours.

2.2.4. Navitas will develop a list of potential energy and water savings measures or other facility improvements based on consideration of comfort and maintenance problems, energy use and efficiency, hours of operation, remaining useful life, adequacy of purpose given current or future needs, and feasibility of system replacement. Navitas will identify measures which appear likely to be cost effective and thereby warrant detailed analysis. For each measure, Navitas will prepare estimates of energy, water, and maintenance cost savings including a description of savings analysis methodology and assumptions used to estimate savings. Future capital cost avoidance may also be considered. Navitas will review this list with Owner at a workshop to determine priority for detailed analysis.

2.3. Establish Base Year Consumption

2.3.1. Navitas will enter energy use information in its proprietary energy analysis software tool for the purposes of creating individual use reports, graphs and charts for each facility, comparing year-over-year analysis reports, benchmarking of comparable use facilities, and an overall summary of historical energy and water use on a monthly basis. Navitas will establish a base year energy consumption and cost. Navitas will reconcile end-use estimated consumption with the annual base year consumption to establish reasonable limits on potential savings.

2.4. Energy Conservation Measure Analysis

2.4.1. Navitas will identify Energy Conservation Measures ("ECM") and for each ECM will develop cost estimates for installation including all design fees, permits, bonding, commissioning, equipment, and labor costs for turn-key construction of a fully functional system.

2.4.2. Navitas will utilize ASHRAE, IES, DOE, or other recognized authority standards to develop savings methodology and engineering principles identified in the ECM description and calculations.

2.4.3. Navitas will develop a preliminary measurement and verification plan for each ECM.

2.4.4. As it deems necessary, Navitas will prepare conceptual sketches or drawings to depict complete system replacements.

2.5. Project Proposal

2.5.1. In anticipation of Navitas and Owner entering into a Guaranteed Energy Savings Performance Contract to design, install and monitor the energy and water savings measures recommended, Navitas will prepare a Project Proposal of terms to be

incorporated in an energy performance contract to include ECM savings analysis, turnkey implementation cost, measurement and verification of savings method and plan, implementation schedule, and impact to Owner's future maintenance and operation.

2.5.2. Coincident with the completion of the IGA work and Owner's notification that it has accepted all, or some portions, of Navitas' Project Proposal, Navitas will prepare and submit to Owner a Guaranteed Energy Savings Performance Contract detailing the terms and conditions related to implementation of the Project Proposal.

2.5.3. ECMs or facility improvement measures recommended and included in the Project Proposal will meet all current codes and any other applicable requirements of federal, state, and local government. Navitas will not be expected to resolve any existing code violations but shall report to Owner if any such violations are found.

3. Engineering Services

3.1. Navitas will provide engineering design services for Owner agreed upon selected HVAC replacement and other approved scopes. Navitas will prepare design drawings for review at a design workshop with Owner and will be sufficient to procure equipment quotes and competitively bid out scopes of work. Navitas and Owner will hold periodic review workshops to communicate and come to agreement on design decisions.

3.2. Additional engineering design services that are needed for final design, permitting, or other agreed upon changes to the design will be incorporated into the construction phase of the project.

4. Guaranteed Energy Savings Performance Contract Proposal

4.1. Upon Owner's approval of the construction design bidding documents, Navitas shall competitively bid out scopes of work, including equipment and sub-contractors so that a final guaranteed cost estimate can be prepared.

4.2. Based on the energy engineering work outlined above in the Investment Grade Audit, Navitas will prepare guaranteed energy savings for the agreed upon scope of work.

4.3. Navitas will prepare a formal proposal for project implementation. The proposal for implementation will be a guaranteed savings energy performance contract including, but not limited to:

4.3.1. Final program costs

4.3.2. Identified vendors and contractors

4.3.3. Guaranteed savings

4.3.4. Implementation schedule

5. Performance Period

5.1. Navitas' receipt of an executed copy of this Agreement shall be evidence of Owner's agreement to the terms and conditions of the IGA and its authorization of and notification to Navitas to proceed with the IGA. Navitas will thereafter promptly initiate the IGA work.

5.2. Within ten (10) days of executing this Agreement, Navitas and Owner will meet for a kick-off meeting to define the audit schedule of the IGA for the Facilities.

5.3. Navitas agrees to complete the IGA for all Facilities and present to the Owner the Project Proposal within 150 calendar days from the execution of this Agreement. Navitas and Owner may mutually agree to extend all associated deadlines for this Agreement in the event the Owner wishes to expand the scope of work to a degree sufficient enough to warrant an extension, (e.g. a major capital infrastructure project is added to the scope of work/project).

6. Compensation

6.1. The IGA fee ("IGA Fee"), for services provided by Navitas under this Agreement is $5,000.

6.2. If Owner and Navitas enter a Guaranteed Energy Savings Performance Contract, Owner will not be billed the IGA Fee due under this Agreement as the total cost for the Guaranteed Energy Savings Performance Contract shall be all inclusive and include the IGA Fee.

6.3. Owner hereby agrees that if it does not execute a Guaranteed Energy Savings Performance Contract with Navitas within ninety (90) days of submission of the Project Proposal, Owner shall compensate Navitas for the IGA Fee for all Facilities identified in Exhibit A that are included as part of the Project. The IGA Fee shall be fully earned, due and payable by Owner to Navitas no later than one hundred-twenty (120) days after the date Navitas submits the Project Proposal to Owner and the Agreement will terminate without further liability to either Party.

6.4. Should Owner, during the IGA, terminate this Agreement by written notice to Navitas, Owner shall pay Navitas all proportional IGA Fee amounts earned up to the date of termination. Navitas will be entitled to no other payments in case of termination and the Agreement will terminate without any further liability to either Party.

7. Indemnity

Navitas agrees to indemnify Owner, their officers, agents, directors, and employees from third party claims, demands, suits for bodily injury, including death, or tangible property damage resulting from and to the extent of Navitas' intentional misconduct or negligent acts. Owner expressly agrees Navitas shall be responsible only for such injury or damaged caused by the intentional misconduct or negligent act or omission of Navitas' employees or agents and Navitas shall not be responsible for any injury or damage caused by Owner or any third-party.

8. Liability

In no event shall Navitas be liable for any special, consequential, incidental, or indirect damages including, without limitation, loss of profits, loss or use of the Facilities or other property, or business interruption, howsoever caused, in connection with this Agreement.

9. Insurance

9.1. Prior to commencing work under this Agreement, Navitas shall provide to Owner a certificate of insurance confirming Navitas' insurance coverage. Navitas shall maintain such insurance in full force and effect at all times until the IGA has been completed.

9.2. Navitas shall maintain Comprehensive General Liability Insurance written on an "occurrence" basis. Such insurance shall bear a combined single limit per occurrence of $500,000 and annual aggregate of not less than $1,000,000 exclusive of defense costs. Such insurance will name Owner as an additional insured only with respect to Navitas' negligent acts or omissions and shall contain standard cross-liability or severability of interest provisions.

9.3. Navitas shall maintain Comprehensive Automobile Liability Insurance written on an "occurrence" basis. Such insurance shall bear a combined single limit per occurrence of $500,000 and annual aggregate of not less than $1,000,000 exclusive of defense costs.

9.4. Worker's Compensation insurance in accordance with State statutes and limits.

9.5. Owner preserves all immunities recognized at law. Nothing herein shall be construed as a waiver of Sovereign Immunity or Governmental Immunity by whatever name as set forth in Nebraska statute. Any insurance purchased by Navitas hereto is not intended to act as a waiver, nor is it a waiver of any defense available to the Owner and its employees by statute or at common law.

10. Applicable Law

10.1. Navitas shall comply with all applicable federal, state, and local statutes, regulations, ordinances or other legal requirements that apply to the scope of work under this Agreement.

10.2. This Agreement shall be governed by and construed in accordance with the laws of Nebraska.

11. Dispute Resolution

The Parties will attempt in good faith to resolve any controversy or claim arising of, or relating to this Agreement, or breach thereof (collectively referred to as "Dispute") promptly by negotiation between representatives of the Parties who have authority to settle the Dispute. If a Dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the

Dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution technique. Disputes which remain unresolved will be subject to litigation exclusively in the State of Kansas.

12. Miscellaneous Provisions

12.1. Any failure of either Party to require strict performance by the other Party, or any waiver by one Party of any requirement under this Agreement, shall not be deemed to be consent to, or a waiver of, any continuing or subsequent failure or breach.

12.2. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, no other provision shall be affected thereby, and the remainder of this Agreement shall be interpreted as if it did not contain such unenforceable provision.

12.3. This Agreement and exhibits and attachments hereto, if any, shall (a) constitute the entire agreement between the Parties relating to the subject matter hereof, (b) supersede all previous agreements, discussions, communications and correspondences with respect to the subject matter hereof and (c) only be amended, supplemented or modified by a written instrument executed by both Parties.

12.4. Navitas as author of the Agreement will be subject to the rule of construction that any ambiguities be resolved against Navitas.

12.5. If, in Navitas sole judgment, the energy savings opportunity is insufficient to warrant development of an energy performance contract, Navitas may terminate this Agreement without further obligation from the Owner. In such circumstance, Owner will have no obligation to pay Navitas the compensation identified in Section 4.1.

12.6. Navitas and Owner represent and warrant to each other that (a) the execution, delivery and performance of this Agreement have been duly authorized and approved by all necessary organizational action on the part of such Party, (b) the signatories hereto have been duly authorized by all necessary organizational action of such Party to sign and deliver this Agreement and (c) upon execution of this Agreement will constitute a legal, valid and binding obligations of such Parties.

12.7. Prior to commencement of the work, Navitas shall provide to Owner a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. Navitas shall also provide Owner a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

12.8. Prior to commencement of the work, Navitas shall notify Owner if Navitas' owner has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of the felony. Owner may terminate this Agreement if it determines Navitas failed to give the required notice or misrepresented the conduct resulting in the conviction.

12.9. The relationship of Owner and Navitas is one of owner and independent contractor and not master and servant or joint venturers. Except as specifically provided herein, Navitas does not have the authority to act for and on behalf of Owner.

12.10. Navitas will provide the Owner with clear criminal record and child abuse checks prior to the presence of any Navitas employee on the Owner's premises prior to initiation of audit work.

In Witness Whereof, the Parties hereto have caused this Agreement to be executed in one or more counterparts and by the hands of their proper officers duly authorized in that behalf as of the day and year first above written.

Owner

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

Navitas

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

Exhibit A
Investment Grade Audit Agreement
Facilities

The following Facilities are included under the Investment Grade Audit Agreement Scope of Work entered between Navitas, LLC and the City of Fremont.

Building	Address	Square Feet
Christensen – Main Arena	1730 W. 16th Street, Fremont NE 68025	22,213
Senior Center	1730 W. 16th Street, Fremont NE 68025	12,861

RESOLUTION NO. 2020-140

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing staff to sign the Investment Grade Audit Contract with Navitas, LLC, for the Senior Center and Christensen Field Main Arena in the amount of $5,000.00.

WHEREAS, City Council approved Navitas, LLC as the City's Energy Services Company (ESCO) at the February 11, 2020 meeting,

WHEREAS, Approval is required from the City Council prior to the ESCO expending any funds,

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Fremont, authorize staff to sign the Investment Grade Audit Contract for the Senior Center and Christensen Field Main Arena with Navitas, LLC in the amount of $5,000.00.

PASSED AND APPROVED THIS 14th DAY OF JULY, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Mayor and City Council

FROM: Troy Schaben, Assistant City Administrator - Utilities

DATE: July 14, 2020

SUBJECT: Investment Grade Audit Administration Building

Recommendation: Approve Resolution 2020-141

Background: The City Council approved Navitas as the City's Energy Services Company (ESCO) at the February 11, 2020 meeting.

Navitas evaluates each of the City's facilities at no cost and determines if there are potential energy savings that would offset the improvement costs to reach these savings.

When a project is identified, an Investment Grade is required. Approval from the City Council is required prior to expending any funds. Staff requests approval to sign Investment Grade Audit Contract for the Administration Building for a fee of $25,000.

The UIB approved this item 5-0 at the June 30, 2020 meeting.

Fiscal Impact: Budgeted $500,000 for upgrades to Air Handling Unit and Controls

Investment Grade Audit Agreement

This agreement ("Agreement") for an Investment Grade Audit is made and entered into as of February _____, 2020 between Navitas, LLC with its business office located at 25501 West Valley Parkway, Olathe, KS 66061 ("Navitas") and the City of Fremont, with its business office located at 400 E Military Ave, Fremont NE 68025 ("Owner"). The Owner and Navitas may be referred to herein individually as a "Party" and collectively as the "Parties".

Whereas, Navitas is a company with experience and technical and management capabilities to provide for the discovery, auditing, design, engineering, procurement, installation, financing, maintenance, and monitoring of energy and water savings measures; and

Whereas, on November 14, 2019, Owner issued a Request for Proposal for a Guaranteed Energy Saving Performance Contract; and

Whereas, on (Insert Date Here), 2020 the City of Fremont approved Navitas to partner with and assist Owner in developing and implementing a Guaranteed Energy Savings Performance Contract. The City of Fremont approved Navitas to proceed with an Investment Grade Audit; and

Whereas, Owner enters into this Agreement to determine the feasibility of energy and operation cost reduction initiatives and other related facility infrastructure improvements, as well as other professional services as may be agreed upon, and ultimately plans to implement an energy savings performance contract within 60 days of receipt of the Proposal for a Guaranteed Energy Savings Performance Contract;

Whereas, a product of this Agreement shall be an Investment Grade Audit Report and project proposal ("Project Proposal") for project implementation in which Owner may enter into a separate Guaranteed Energy Savings Performance Contract with Navitas; and

Now therefore, the Parties agree as follows:

1. Facilities

Owner's facilities under this Agreement are included in Exhibit A attached hereto (the "Facilities").

2. Investment Grade Audit Scope of Work

Navitas agrees to perform an investment grade Investment Grade Audit ("IGA") in accordance with the scope of work described herein. The IGA by Navitas will be an interactive approach in working with the Owner which will include a preliminary assessment of needs and opportunities, followed by further detailed analysis and preparation of a proposal for a guaranteed energy savings performance contract.

2.1. Data and Background Information Collection

2.1.1. Navitas will obtain energy and water use information from Owner or Owner's suppliers that includes at least the most recent 36 months of historical cost and use

information for electricity, natural gas, water and other energy fuels consumed at Owner's Facilities.

2.1.2. Owner will provide Navitas with information concerning facility operation and energy use including, but not limited to the following:

2.1.2.1. Construction date of building and major additions

2.1.2.2. Occupancy and scheduled usage information

2.1.2.3. Description of future plans regarding building modifications or planned equipment modifications or replacements

2.1.2.4. Access to building drawings, as available, that may include mechanical, plumbing, electrical, temperature controls, structural, architectural, modifications, and remodels

2.1.2.5. Existing heating, ventilating, and air conditioning (HVAC) equipment data such as OEM submittals, nameplate, model information or other factory data or specifications

2.1.2.6. Records of maintenance expenditures on energy consuming equipment, systems or building envelope including any service contracts in effect

2.1.2.7. Description of energy management procedures utilized, and methods used for scheduling Facilities

2.1.3. Owner agrees to furnish Navitas accurate and complete data and information it has available. Where information is not available from Owner, Navitas will make a diligent effort to collect such information through facility inspections and staff interviews. Navitas agrees to work diligently to assess validity of information provided by Owner to confirm or correct as needed.

2.1.4. Owner will arrange for Navitas to have remote access, through the user or operator interface software, to access existing building temperature control systems that are computerized for the purpose of evaluating existing programming, sequence of operations, schedules, set-points, overrides, etc.

2.2. Facilities Survey to Identify Potential Measures

2.2.1. Navitas will interview facility management and maintenance staff, or others as the Parties agree upon, regarding facility operation including:

2.2.1.1. energy management procedures

2.2.1.2. equipment maintenance problems

2.2.1.3. comfort problems and standard requirements

2.2.1.4. equipment reliability

2.2.1.5. occupancy and use schedules

2.2.1.6. past and planned facility alterations

2.2.2. Navitas will inspect and prepare documents quantifying major energy consuming equipment or systems, including:

2.2.2.1. Lighting (indoor and outdoor)

2.2.2.2. Heating, ventilating, and cooling systems and related distribution and equipment

2.2.2.3. Temperature control systems and equipment

2.2.2.4. Domestic hot water systems

2.2.2.5. Special systems such as kitchen, swimming pools, laundry, etc.
2.2.2.6. Building envelope such as roofs, doors, windows, and insulation
2.2.2.7. Water consuming systems including restroom fixtures, irrigation systems, etc.
2.2.2.8. Other energy consuming systems

2.2.3. Navitas may install data-logging equipment, as Navitas determines appropriate, with consent of Owner, for the purpose of determining operating conditions such as lighting "on-off" patterns, space temperatures, equipment run-hours, etc. In addition, Navitas will interview staff and review equipment operating logs kept by Owner to determine past operating and scheduling practices. Owner will allow Navitas reasonable access to Facilities during both occupied and unoccupied hours.

2.2.4. Navitas will develop a list of potential energy and water savings measures or other facility improvements based on consideration of comfort and maintenance problems, energy use and efficiency, hours of operation, remaining useful life, adequacy of purpose given current or future needs, and feasibility of system replacement. Navitas will identify measures which appear likely to be cost effective and thereby warrant detailed analysis. For each measure, Navitas will prepare estimates of energy, water, and maintenance cost savings including a description of savings analysis methodology and assumptions used to estimate savings. Future capital cost avoidance may also be considered. Navitas will review this list with Owner at a workshop to determine priority for detailed analysis.

2.3. Establish Base Year Consumption

2.3.1. Navitas will enter energy use information in its proprietary energy analysis software tool for the purposes of creating individual use reports, graphs and charts for each facility, comparing year-over-year analysis reports, benchmarking of comparable use facilities, and an overall summary of historical energy and water use on a monthly basis. Navitas will establish a base year energy consumption and cost. Navitas will reconcile end-use estimated consumption with the annual base year consumption to establish reasonable limits on potential savings.

2.4. Energy Conservation Measure Analysis

2.4.1. Navitas will identify Energy Conservation Measures ("ECM") and for each ECM will develop cost estimates for installation including all design fees, permits, bonding, commissioning, equipment, and labor costs for turn-key construction of a fully functional system.

2.4.2. Navitas will utilize ASHRAE, IES, DOE, or other recognized authority standards to develop savings methodology and engineering principles identified in the ECM description and calculations.

2.4.3. Navitas will develop a preliminary measurement and verification plan for each ECM.

2.4.4. As it deems necessary, Navitas will prepare conceptual sketches or drawings to depict complete system replacements.

2.5. Project Proposal

2.5.1. In anticipation of Navitas and Owner entering into a Guaranteed Energy Savings Performance Contract to design, install and monitor the energy and water savings measures recommended, Navitas will prepare a Project Proposal of terms to be

incorporated in an energy performance contract to include ECM savings analysis, turnkey implementation cost, measurement and verification of savings method and plan, implementation schedule, and impact to Owner's future maintenance and operation.

2.5.2. Coincident with the completion of the IGA work and Owner's notification that it has accepted all, or some portions, of Navitas' Project Proposal, Navitas will prepare and submit to Owner a Guaranteed Energy Savings Performance Contract detailing the terms and conditions related to implementation of the Project Proposal.

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4.3.2. Identified vendors and contractors

4.3.3. Guaranteed savings

4.3.4. Implementation schedule

5. Performance Period

5.1. Navitas' receipt of an executed copy of this Agreement shall be evidence of Owner's agreement to the terms and conditions of the IGA and its authorization of and notification to Navitas to proceed with the IGA. Navitas will thereafter promptly initiate the IGA work.

5.2. Within ten (10) days of executing this Agreement, Navitas and Owner will meet for a kick-off meeting to define the audit schedule of the IGA for the Facilities.

5.3. Navitas agrees to complete the IGA for all Facilities and present to the Owner the Project Proposal within 150 calendar days from the execution of this Agreement. Navitas and Owner may mutually agree to extend all associated deadlines for this Agreement in the event the Owner wishes to expand the scope of work to a degree sufficient enough to warrant an extension, (e.g. a major capital infrastructure project is added to the scope of work/project).

6. Compensation

6.1. The IGA fee ("IGA Fee"), for services provided by Navitas under this Agreement is $25,000.

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6.3. Owner hereby agrees that if it does not execute a Guaranteed Energy Savings Performance Contract with Navitas within ninety (90) days of submission of the Project Proposal, Owner shall compensate Navitas for the IGA Fee for all Facilities identified in Exhibit A that are included as part of the Project. The IGA Fee shall be fully earned, due and payable by Owner to Navitas no later than one hundred-twenty (120) days after the date Navitas submits the Project Proposal to Owner and the Agreement will terminate without further liability to either Party.

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In no event shall Navitas be liable for any special, consequential, incidental, or indirect damages including, without limitation, loss of profits, loss or use of the Facilities or other property, or business interruption, howsoever caused, in connection with this Agreement.

9. Insurance

9.1. Prior to commencing work under this Agreement, Navitas shall provide to Owner a certificate of insurance confirming Navitas' insurance coverage. Navitas shall maintain such insurance in full force and effect at all times until the IGA has been completed.

9.2. Navitas shall maintain Comprehensive General Liability Insurance written on an "occurrence" basis. Such insurance shall bear a combined single limit per occurrence of $500,000 and annual aggregate of not less than $1,000,000 exclusive of defense costs. Such insurance will name Owner as an additional insured only with respect to Navitas' negligent acts or omissions and shall contain standard cross-liability or severability of interest provisions.

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9.4. Worker's Compensation insurance in accordance with State statutes and limits.

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10. Applicable Law

10.1. Navitas shall comply with all applicable federal, state, and local statutes, regulations, ordinances or other legal requirements that apply to the scope of work under this Agreement.

10.2. This Agreement shall be governed by and construed in accordance with the laws of Nebraska.

11. Dispute Resolution

The Parties will attempt in good faith to resolve any controversy or claim arising of, or relating to this Agreement, or breach thereof (collectively referred to as "Dispute") promptly by negotiation between representatives of the Parties who have authority to settle the Dispute. If a Dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the

Dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution technique. Disputes which remain unresolved will be subject to litigation exclusively in the State of Kansas.

12. Miscellaneous Provisions

12.1. Any failure of either Party to require strict performance by the other Party, or any waiver by one Party of any requirement under this Agreement, shall not be deemed to be consent to, or a waiver of, any continuing or subsequent failure or breach.

12.2. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, no other provision shall be affected thereby, and the remainder of this Agreement shall be interpreted as if it did not contain such unenforceable provision.

12.3. This Agreement and exhibits and attachments hereto, if any, shall (a) constitute the entire agreement between the Parties relating to the subject matter hereof, (b) supersede all previous agreements, discussions, communications and correspondences with respect to the subject matter hereof and (c) only be amended, supplemented or modified by a written instrument executed by both Parties.

12.4. Navitas as author of the Agreement will be subject to the rule of construction that any ambiguities be resolved against Navitas.

12.5. If, in Navitas sole judgment, the energy savings opportunity is insufficient to warrant development of an energy performance contract, Navitas may terminate this Agreement without further obligation from the Owner. In such circumstance, Owner will have no obligation to pay Navitas the compensation identified in Section 4.1.

12.6. Navitas and Owner represent and warrant to each other that (a) the execution, delivery and performance of this Agreement have been duly authorized and approved by all necessary organizational action on the part of such Party, (b) the signatories hereto have been duly authorized by all necessary organizational action of such Party to sign and deliver this Agreement and (c) upon execution of this Agreement will constitute a legal, valid and binding obligations of such Parties.

12.7. Prior to commencement of the work, Navitas shall provide to Owner a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. Navitas shall also provide Owner a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

12.8. Prior to commencement of the work, Navitas shall notify Owner if Navitas' owner has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of the felony. Owner may terminate this Agreement if it determines Navitas failed to give the required notice or misrepresented the conduct resulting in the conviction.

12.9. The relationship of Owner and Navitas is one of owner and independent contractor and not master and servant or joint venturers. Except as specifically provided herein, Navitas does not have the authority to act for and on behalf of Owner.

12.10. Navitas will provide the Owner with clear criminal record and child abuse checks prior to the presence of any Navitas employee on the Owner's premises prior to initiation of audit work.

In Witness Whereof, the Parties hereto have caused this Agreement to be executed in one or more counterparts and by the hands of their proper officers duly authorized in that behalf as of the day and year first above written.

Owner	**Navitas**
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

Exhibit A
Investment Grade Audit Agreement
Facilities

The following Facilities are included under the Investment Grade Audit Agreement Scope of Work entered between Navitas, LLC and the City of Fremont.

Building	Address	Square Feet
City Administration Building	400 E. Military Ave, Fremont NE 68025	23,100
Christensen – Main Arena	1730 W. 16th Street, Fremont NE 68025	22,213
Senior Center	1730 W. 16th Street, Fremont NE 68025	12,861

RESOLUTION NO. 2020-xxx

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing staff to sign the Investment Grade Audit Contract with Navitas, LLC, for the Administration Building in the amount of $25,000.00.

WHEREAS, City Council approved Navitas, LLC as the City's Energy Services Company (ESCO) at the February 11, 2020 meeting,

WHEREAS, Approval is required from the City Council prior to the ESCO expending any funds,

WHEREAS, The Utility and Infrastructure Board approved the Contract 5-0 at the June 30, 2020 meeting,

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Fremont, authorize staff to sign the Investment Grade Audit Contract for the Administration Building with Navitas, LLC in the amount of $25,000.00.

PASSED AND APPROVED THIS 14th DAY OF JULY, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Kim Koski, Director of Parks & Recreation

DATE: July 14, 2020

SUBJECT: Request to Waive Rental Fees for use of facilities for Prom and Post Prom event.

RECOMMENDATION: Approve the request.

Background: The Post Prom Committee originally submitted a fee request waiver for the use of the Christensen Field Main Arena, kitchen meeting room and stage for Post Prom in April. They would like to resubmit that request for July 21 (set-up), July 22 (event) and July 23 (clean-up).

The Prom and Post Prom committee has worked with Three Rivers Health Department to ensure all Directed Health Measures and Social Distancing will be followed. Three Rivers Health officials reviewed the plan submitted by the committee and they don't have any issues as long as the plan is followed.

Fiscal Impact: Rental fee of $1,212.50 ($1,012.50 fees + $200 deposit that is refundable). Post Prom Committee will handle all set-up and tear-down duties associated with this event, no additional City staff will be needed.

The fee waiver application does require that all groups requesting a waiver must provide a deposit. The deposit for this event is $200.00. The deposit is refundable following the event as long as the facilities are left in good condition.

Response Summary:

During the COVID-19 response, local health departments are working with businesses and private individuals to develop event safety plans. **The goal of the COVID-19 Event and Gathering Safety Plan is to limit the spread of the coronavirus and keep workers and attendees safe at gatherings, events and venues.**

This electronic form will help you write your own event safety plan. Please complete this form, providing detailed descriptions where appropriate. When you submit the form, you can also save a copy of your completed event safety plan. Your local health department will review your plan and get back to you to confirm that it is approved or to suggest changes.

Until you submit your final answers, you can go backward and forward to change responses. **If you want to pause and continue later, you may do so** by exiting the survey. When you are ready to restart, enter the survey using the same link and the same device.

Before starting to complete this form, you may want to download and review the Event Safety Alliance Reopening Guide developed by the Event Safety Alliance. This guide will help you consider what steps you will need to take to host safe and successful gatherings or events. Other resources that you may find helpful include **CDC's Considerations for Restaurants and Bars** and the **COVID-19 Nebraska Guidance Documents**. These sites are updated regularly.

Submit your plans early to ensure that your health department has time to review your plan and help you with any changes needed so that you can safely host your event or gathering and comply with **current Directed Health Measures (DHM)**.

If you have questions about this form or your plan, contact your local health department. You can find your health department at this link.

Now let's start building your event safety plan...

Q2. What gathering, event or venue are you seeking approval for? Please provide the event name or a brief description.

Fremont & Bergan High School Prom Dance & Post Prom Event

Q3. What are the dates the event or gathering will occur?
Please enter the month and day. Include start and end dates, if this is for a multi-day event.

July 22, 2020

Q77. At what time will the event be held, if known? (ex: 11AM - 12PM)

7:00 PM - 3:00 AM

Q4. What is the local health department (LHD) district where this event will occur? See this link for LHD maps.

- Three Rivers Public Health Department

Q5.
Name the county where this event will occur.

Dodge

Q6. What is the name of the venue where you are holding your gathering or event?

Christensen Field

Q7. What is the address of this event or gathering?

Street address	1710 Christensen Field Rd
City	Fremont
State	NE
Zip Code	68025

Q8. Will this event be held indoors or outdoors?

- Indoor

Q10. Who is the primary contact that the local health department should reach out to with questions about this COVID-19 Event and Gathering Safety Plan or this event?

First Name	Mandy
Other phone number (if none, enter "none")	none
Email address	mandybroeker@yahoo.com
Last Name	Broeker
Cell phone number	402-720-8929

Q11. Who is the secondary contact that the local health department should reach out to with questions about this COVID-19 Event and Gathering Safety Plan or this event? If you do not have a secondary contact, you can skip this question.

First Name	N/A
Other phone number	N/A
Cell phone number	N/A
Email address	N/A
Last Name	N/A

Tell us about the **CAPACITY OF THE LOCATION** (or venue) where this event or gathering will take place.

Q13. Does the venue or location of your event have a state-designated maximum capacity or occupancy?

- Yes

Q14. What is the state-designated maximum capacity or occupancy of your venue/location?

1000

Q15. What is 25% (for Phase 2) or 50% indoor/75% outdoor to a maximum of 10,000 (for Phase 3) of the state-designated maximum capacity or occupancy of your venue/location appropriate to the DHM Phase for your location?

500

Q16.
How many people do you hope to accommodate at your gathering, event or venue under this plan, if approved? Pick a range below and then type in the actual number of attendees you expect.

- 250 > 500
- TYPE IN ACTUAL NUMBER OF ATTENDEES YOU EXPECT:
  400

Q17. Recap and provide details on how will you ensure the gathering will not exceed the planned-for number of attendees?

We take a head count as each student enters the building as each student has to check in and prove they are students of Fremont High or Bergan High Schools. We monitor that count as check-in progresses.

ATTENDEE EDUCATION

Attendees and hosts all play important roles in allowing live events and gatherings to occur safely. Because COVID-19 is a highly contagious disease, everyone – attendees, hosts, and workers – must do their part to prevent the spread of coronavirus. **How will you help your attendees understand their role in being safe and avoiding the spread of coronavirus?**

Q19.
Please mark *all* methods (below) that you will use before and during your event to educate your attendees about your local health department's current guidance such as:

- **physical distancing,**
- **hand washing and use of hand sanitizer,**
- **staying home if sick,**
- **wearing a cloth mask of face covering,**
- **and other safety guidelines to prevent to spread of coronavirus.**

Social media channels	Before the event
Emails and push notifications	Before the event
Signage on site	During the event
Event registration and badge check-in	During the event
Guest services staff and volunteers	Before the event, During the event

Q20. Recap and provide details on how you will educate your attendees about how to limit the potential to spread the coronavirus at your gathering, event or venue.

We will have parent volunteers stationed at the event encouraging students to wash their hands and use hand sanitizer frequently. These parent volunteers will also sanitize frequently touched and used items throughout the night. We will also have signage up in the bathroom about proper handwashing.

Q21. Please provide links to where your local health department can go to see your online messaging when it is available. Contact your local health department if you would like input on your messaging before publishing.

Our Facebook page is located at: https://www.facebook.com/Fremont-Bergan-Post-Prom-1456610994352622/?ref=bookmarks

PLANNING FOR SEVERE WEATHER

Q23. Do you have severe weather plans in place that will allow workers and attendees to maintain physical distancing (6 feet rule) and avoid increasing the risk of coronavirus transmission?

- Not sure

Q24. Do you have an evacuation plan that will limit coronavirus transmission?

- Not sure

Q25. Do you have a shelter in place plan that will limit coronavirus transmission?

- Not sure

Q26. Will the gathering or event be cancelled due to inclement weather?

- No

Q27. Recap and provide details on how you will implement the plans above.

Since the gathering is indoors we don't plan to cancel due to weather. I am uncertain of the facility's current shelter in place and evacuation plans.

WORKER HEALTH AND HYGIENE

COVID-19 can be a very serious illness. It is caused by a coronavirus and is highly contagious. Currently we have limited testing for this virus and no vaccine. **Workers and volunteers must protect themselves and each other when working together in event spaces**.

Q29. As described in the Event Safety Alliance Reopening Guide, an Infection Control Mitigation Coordinator can be responsible for completing the functions below. Please select (click on) *all* of the tasks below that will be covered by your Infection Control Mitigation Coordinator or assigned to a specific individual on your event team.

- Coordinate and communicate with the local health department to help implement public health guidance.
- Work closely with the event producer or venue operator to develop and implement event health plans.
- Ensure that existing safety plans are modified for compatibility with new health plans and current public health guidance.
- Help create worker training that applies current information about hazards and infection control measures, including social distancing, hand washing, temperature checking, and disinfecting high-touch surfaces.
- Determine, in conjunction with the venue or event organizer, if a worker or attendee may safely enter the event space when there is a health concern.

Q30. Who is the specific person responsible to implementing this plan? Please provide the contact information for this person.

First Name	Mandy
Email Address	mandybroeker@yahoo.com
Cell Phone Number	402-720-8929
Last Name	Broeker
Other Phone Number	none

Q31. From the list below, select the Practices for Healthy Workers and Volunteers that will be in place for your event, gathering or venue. Please select *all* that apply.

- **Physical Distancing is being followed.** Workers and volunteers maintain at least 6 feet (about 2 meters) from the person closest to them. Where a task cannot be accomplished working alone, workers can limit their exposure by forming a "work team" in which people routinely work together, but they keep their distance from everyone else.
- **Sanitation and Disinfection Procedures** have been increased and proper cleaning supplies and hand sanitizer are available.
- **Personal Protective Equipment (PPE)** protocols are in place and PPE is available for workers and volunteers. Employers should ensure that in addition to face coverings and other appropriate PPE, workers, volunteers, vendors, and independent contractors have PPE appropriate for their work. PPE will not be provided by the local health department.
- **Fever (100.4 F) and Symptom Screening** are in place for employees and volunteers. Screenings are being logged/recorded.
- **Employees and volunteers who are running a temperature (100.4 F) or showing symptoms (see:** https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html **) are sent home** to isolate and encouraged to be tested for COVID-19. They will not be allowed to return to work until authorized by the local health department or they have been home for a minimum of 10 days since symptom onset and 3 days have passed with no fever (without the use of fever-reducing medications) and with improvement in respiratory symptoms (e.g., improved cough, no shortness of breath).

Q32. Will you work with your local health department responding to and investigating any positive cases of COVID-19 associated with your gathering, event or venue?

- Yes

Q33. Will you provide the worker temperature and symptom screening log to the local health department, as requested, during any disease investigations associated with your gathering, event or venue?

- Yes

Q34. Recap and provide details about how you will protect workers' health as part of your COVID-19 Event and Gathering Safety Plan.

Volunteers will be asked to wear masks, which will be provided to them. Their temperatures will be taken before entering the facility. Also, we will have hand sanitizer readily available and gloves for tasks as needed.

SANITIZING and DISINFECTING THE VENUE

Q36. From the list below, select all of the that apply for increased sanitizing and disinfecting of high-touch areas at your event, gathering or venue. Select *all* that are included in your plan.

- **Public Areas (lobby, hallways, dining and food service areas)** such as: Door handles, handrails, push plates, Bike rack or other barricades the public may touch, Handrails for stairs, ramps, and escalators, Elevator buttons – inside and out, Reception desks and ticket counters, Telephones, Point of Sale terminals, and other keypads, Tables and chairs, including highchairs and booster seats, Beverage stations, water fountains, vending and ice machines, Trash receptacle touch points.
- **Restrooms** (front and back of house as well as portable units) such as: Door handles and push plates, Sink faucets and counters, and toilet handles, Lids of containers for disposal of women's sanitary products, Soap dispensers and towel dispenser handles, Baby changing stations, Trash receptacle touch points.
- **Back of House Offices, Dressing Areas, Green Rooms, Production Areas** such as: Individual office and other room furniture, Door handles, push plates, doorways, railings, Light switches and thermostats, Cabinet handles, Telephones, computers, other keypads, mouse, Microphones, Backstage and technical equipment, Trash receptacle touch points.
- **Back of House Kitchen and Food Preparation Areas** such as: Handles of all kitchen equipment doors, cabinets, push pads, Counter surfaces, Light switches, Handles of beverage and towel dispensers, Handles of sinks, including hand washing sink and mop sink, Cleaning tools and buckets, Trash receptacle touch points.

Q37. Have you reviewed and will you follow the CDC Cleaning and Disinfecting Your Facility guidelines?

- Yes

Q38. Does your venue or event have Cleaning and Disinfecting Logs in place and in use?

- Not sure

Q39. Recap and provide details on how you will meet sanitation and disinfection guidelines.

I will have parent volunteers whose sole responsibility will be to sanitize and disinfect any and all highly used and frequently touched areas throughout the facility. I will also have cleaning products and disinfecting wipes readily available to all volunteers for their use.

ARRIVING and LEAVING

Your attendees' experience at your gathering, event or venue should be consistent with the health and safety information you provide as part of communication with them. **Beginning with their first invitation, ticketing, or social media engagement, hosts can help attendees be ready to keep themselves and other attendees safe.**

Q41. How will you promote the use of cloth face covering or masks by attendees? Select *all* that apply to your plan.

- Display the event's health rules before and during the event, including promoting cloth face coverings.
- Encourage cloth face coverings and masks in pre-event ticketing, invitations, and social media.
- Provide masks for attendees.

Q42. How will you provide opportunities for attendees to wash and sanitize their hands while at your event? Select *all* that apply to your plan.

- Stations with either soap and water or hand sanitizer containing *at least* 60% ethanol or 70% isopropanol are provided **at all entry points.**
- Stations with either soap and water or sanitizer containing *at least* 60% ethanol or 70% isopropanol are provided at **other well-marked and illuminated locations throughout the venue.**
- Assigned team members responsible for **regularly checking and refilling supplies**.

Q43. Will parking lots attendants/operators ensure that event attendees are social distancing (maintaining 6-feet of physical distance from other individuals/groups) when arriving or returning to their vehicles?

- Yes

Q44. Recap and provide details on how parking lots will be managed at your event or venue.

We have parent volunteers who are outdoor security and will walk through the parking lots during entry and exit of the event.

Q45. How will you stagger arrival times to allow for maintaining 6-feet of physical distance between attendees? Select *all* that are in your plan.

- Other

Q46. What systems will you have in place so that attendees and workers can maintain 6-feet of physical distance while waiting at Will Call and the Box Office? Select *all* that are in your plan.

- Not applicable. (go to the next question)

Q47. What tools will you use to manage lines and keep people 6-feet apart? Select *all* that are in your plan.

- Lines marked on the ground at the event - depending on the surface painters tape, spray chalk, and spray paint can work.
- Display the event's health rules before and during the event, including social distancing requirements and face covering guidelines.

Q48. What screening procedures will you have in place to minimize the chance of ill attendees participating in your gathering or event? Select *all* that are in your plan.

- Temperature check by thermometer at the event.
- Provide all workers who are helping with screenings at the event with appropriate PPE, as advised by our local health department. (We understand procuring PPE for this event, gathering or venue is the host/organizer's responsibility).
- In the days leading up to the event, proactively ask attendees to stay home from the gathering, event, or venue if they are ill or have symptoms (including: fever, sore throat, dry persistent cough, shortness of breath, new loss of taste or smell, etc.).
- Immediately send anyone home to isolate who is symptomatic and strongly encourage them to be tested for COVID-19.

Q49. How will you stagger exits/departures to maintain 6-feet of physical distance between attendees? Mark *all* that are in your plan.

- Patrons nearest the exits leave first.

Q50. Recap and provide details on how you will implement the strategies you marked above to address safety during arrivals and departures.

We will have marked spots on the ground for attendees to use to wait in line to be social distanced from one another as they wait to enter. All of our screening requirements to enter the event will be posted on our Facebook page prior to the event. As the event concludes we will have a parent volunteer dismiss students in small groups to exit the building, one group at a time.

ON-SITE PUBLIC PLACES, FOOD AND BEVERAGE, AND MERCHANDISE

Operational decisions will require a thoughtful balance of competing interests. On one hand, you want a capacity crowd. On the other, you must allow for 6-feet of physical distance between workers and attendees and healthy conditions in all areas of your venue.

Q52.
How will you manage access to restrooms that allow attendees to maintain 6-feet of physical distance? Mark *all* that are in your plan.

- Staff will monitor waiting area to preserve appropriate space between attendees.

Q53. How will you manage reserved seating to maintain 6-feet of physical distance between individuals and groups? Select *all* that are in your plan.

- Not applicable. (go to the next question)

Q54. How will you manage general admission to maintain 6-feet of physical distance between individuals and groups? Select *all* that are in your plan.

- Painters tape on floor of an indoor space to mark 6-foot spacing.
- Messaging by the performer or announcer during the event.

Q55. Will you offer food and beverage service that follow the current restaurant guidelines in Nebraska's Directed Health Measures? (Current restaurant guidelines are at http://dhhs.ne.gov/Pages/COVID-19-Nebraska-Guidance-Documents.aspx)?

- We will follow all guidelines.

Nebraska's most recently issued Directed Health Measures (DHM) includes **GUIDANCE for RESTAURANTS and BARS**, developed by the Division of Public Health and the Nebraska Restaurant Association. This next section will walk you through current requirements.

Q57. Self-serve buffets and salad bars are prohibited. Workers must serve food directly to customers or implement buffet orders from the customer table. No customer self-service.

- We understand.

Q58. All workers should wear face coverings (cloth masks) that are washable. Worker masks must be laundered or replaced daily. Workers must wash hands before and after putting on the face mask and after every time they touch it. Select *all* that apply that will be in your plan.

- We will educate our workers on how to safely use masks.
- We will provide facemasks for workers.
- We will require all workers to wear masks.

Q59. Whenever possible, food service workers should NOT perform multiple roles (Example – servers should not also take money). Venues must ensure proper training for food service workers with new or altered duties. Select *all* that apply that will be in your plan.

- Employees will be trained in their duties.

Q60. Create food service workers "contact pods". Pod members should exclusively work together. Redesign workflow to eliminate cross-pod interactions that meet the close contact criteria (contact within six (6) feet for several minutes or more).

Close contacts of a COVID-19 positive individual are required to self-quarantine. Working in "contact pods" may reduce the number of employees that must self-quarantine for 14 days in the event that an employee is diagnosed with COVID-19

- Pods are not applicable to our venue.

Q61. Merchants' Infection Control Plans are necessary because event retail workers may touch many other workers and attendees and handle materials that people hold, or wear. How will you manage this? Select *all* that are in your plan.

- Not applicable. No merchants will be used at the event or venue. (go to next question)

Q62. Recap and provide details on how you will implement the strategies you marked to address safety related to on-site public places, food and beverage service, and merchandise.

Any food that is served will be "ordered" and set on the table in front of the student who ordered those items for them to take. Food preparers will be designated to a station for the entirety of their time to minimize their exposure. We do not have outside merchants coming in to the event.

Q63. How will you manage the sale of merchandise at your event? Select *all* that are in your plan.

- Not applicable. There will be no merchandise sold at this event/venue. (go to next question)

PRODUCTION/ENTERTAINMENT
Produced in-house, touring or production workers.

Agreements/contracts should be mutually supportive rather than imposing a disproportionate burden on one side or the other – the tour wants to know the venue is clean and the venue want to know the tour will not bring unreasonable risk onto their premises. Both parties have a vested and mutual interest in agreeing to the kinds of measures that will prevent the spread of coronavirus.

Q65. How will you allow for booking your event space? Select *all* at that are in your plan.

- Not applicable. (go to the next question)

Q66. How will you ensure social distancing for musicians? Select all at that are in your plan.

- Not applicable. (go to the next question)

Q67. How are you handling production equipment and cargo? Select all at that are in your plan.

- Not applicable. (go to the next question)

Q68. Social distancing applies to production crew working in confined spaces, such as inside trailers.

The general need for distancing should not cause other unsafe working conditions for technical and construction crew. For example, if a piece of equipment takes four people to lift, then each worker should protect themselves from infection to the best of their ability while lifting the load together.

N/A

Q69. How will you control the risk associated with high-touch equipment? Select all at that are in your plan.

- Plans in place to frequently sanitize items such as motor controllers, microphones, mic stands, presentation remotes, and audio/video cable.

Q70. What considerations are you making with heavy equipment? Select all at that are in your plan.

- Not applicable. We do not use any heavy equipment. (go to the next question)

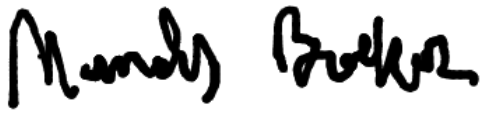
Q71. In addition to adhering to the Materials Handling guidance above, how will you handle equipment deliveries? Select all at that are in your plan.

- Not applicable. (go to the next question)

Q72. Briefly recap the key ways your COVID-19 Event and Gathering Safety Plan meets safety guidelines for preventing the spread of coronavirus and COVID-19. Which strategies will you implement?

Our event volunteers will have their temperatures taken before entering the facility be provided with masks, gloves, hand sanitizer, and handwashing areas and disinfectant to be used to sanitize surfaces of frequently touched areas and items. Our students will also have access to hand sanitizer stations and hand washing areas as well as have their temperatures taken when entering the facility. All food will not be served buffet style but in a concession ordering style with kitchen staff assigned to one particular duty in the kitchen.

Q73. By submitting this plan, I am agreeing to work with local public health officials and to comply with their guidance and comply with all current Directed Health Measures. I understand that if the State health measures change between now and the time of my event, I may be required to revise this safety plan.



Q74. Please give us your contact information.

Name as you signed above	Mandy Broeker
Email address	mandybroeker@yahoo.com
Phone number	402-720-8929
Date (mm/dd/yyyy) you signed above	06/23/2020

Thank you for creating an event safety plan. If you want to make any changes, now is the time to hit the back arrow. Otherwise, hit the forward arrow to submit your response now. You will be able to download a PDF of your responses on the next page. If you have any questions, please contact your local health department.

Embedded Data:

N/A

STAFF REPORT

TO: Honorable Mayor and City Council

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

DATE: July 14, 2020

SUBJECT: June 16, 2020 Traffic Committee Report

Recommendation:	Recommend approval of, and place June 16th, 2020 Traffic Committee Report into the record.

Background: City Staff meets monthly to consider traffic related issues in the City of Fremont. The committee met on June 16, 2020 to consider five items. (See Attached Committee Report)

1) "Two Way Street Ahead" located on C Street between 1st and 2nd Streets.
2) Request to remove "No Trucks" sign from Luther Road North of Morningside Road
3) Request for "No Parking" at 1430 Logan Street.
4) Request for placement of 3 way "Stop" signs at the intersection of Cuming and Lincoln.
5) Speeding traffic complaint on North Howard Street between 3rd and 4th Streets.

The committee recommends the following:

- Do not replace sign on C Street
- Remove "No Trucks" sign from Luther Road.
- No formal action on Logan Street
- No formal action on Cuming and Lincoln.
- Place traffic counter on Howard Street and continue item to July Traffic Committee Meeting.

The Traffic Committee Report was considered by the Utility and Infrastructure Board at their June 30, 2020 meeting and was approved by a 5:0 vote.

Fiscal Impact: NA

TRAFFIC COMMITTEE MEETING REPORT

ITEMS FOR DISCUSSION **JUNE 16TH, 2020**

ATTENDEES: DAVE GOEDEKEN, MARK VYHLIDAL, VERONICA TRUJILLO, JEFF ELLIOTT

1) "Two Way Street Ahead" located on C Street between 1st and 2nd Streets.

   This sign has been at this location for numerous years but was removed to widen a driveway to a property. The committee considered the need for the sign to be placed back at this location. C Street is a Southbound one way street, and the sign was to warn cars approaching 1st Street that 1st Street is a two way street.

   The committee recommends the sign not be replaced and no further action taken.

2) Request to remove "No Trucks" sign from Luther Road North of Morningside Road.

   Staff has received a request to consider removing the "No Trucks" sign from the signpost on Luther Road just North of Monringside Road. This sign has been in this location a number of years to prevent truck traffic turning North up Luther Road from Morningside Road. Due to a new business locating on Luther Road the sign was causing confusion for trucks needing to access this new site.

   The committee recommends removal of the sign, no formal action is needed by the City Council.

3) Request for "No Parking" at 1430 Logan Street. This request stated there are numerous cars parking in the street in this vicinity on a regular basis making it difficult for residents to leave their driveways. (see attached letter) the requester would like the City to restrict parking in this area to improve access to the street.

   Staff inspected the site and there were cars parked in the street at the time of inspection. The vehicles parked appeared to be parked legally. After discussion the Committee voted to recommend no formal action on this request.

4) Request for placement of 3 way "Stop" signs at the intersection of Cumings and Lincoln. This is a tee intersection with Southbound Lincoln and East and Westbound Cumings.

The Southbound leg of the intersection is marked with a stop sign while the East and Westbound legs of the intersection are unmarked.

The Southbound stop sign has been recently placed at this intersection at the request of the a neighboring property owner. The request now is to place additional signs in the East and Westbound directions. There are no other stop signs on this stretch of Cuming Street.

Committee recommends the intersection remain signed as it is and no further action be taken.

5) Speeding traffic complaint on North Howard Street between 3rd and 4th Streets. A resident on this street requeasted the City look into speeding traffic in this area. There is a school located within a block of the location which results in high amount of pedestrian and vehicle traffic in the mornings and afternoons.

   Committee has recommended the Engineering Department place traffic counters in the vicinity to gauge the actual speeds. Item will be discussed again by the committee at the July meeting.

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: July 14, 2020

SUBJECT: Special Designated License

Recommendation: Move to authorize City Clerk to sign SDL Local Recommendation and release Special Designated License

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Background: Outdoor SDL events are brought to the City Council for consideration. For this request, I errored by not realizing that the event would be outdoors, and signed the SDL prematurely. The City Clerk's office has received the Special Designated License from the State of Nebraska, and now requests that the license be authorized for release.

The event will be monitored for compliance with all rules and regulations. Main Street abutting the event will be closed during the SDL period which coincides with Summer Fest activities.

NEBRASKA LIQUOR CONTROL COMMISSION
PHONE: (402) 471-2571
Website: www.lcc.nebraska.gov

Special Designated License
Local Recommendation (Form 200)
Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Unis's End Zone Lounge
Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

1737 Frederiksen
Retail Liquor License Address or Non-Profit Business Address

CK-099140
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only
Event Date(s): July 25th 2020

Event Start Time(s): 8:00am

Event End Time(s): 4:00pm

Alternate Date: NO

Alternate Location Building & Address: NO

Event Building Name: 505 N. main St. Building

Event Street Address/City: 505 N. Main Fremont NE. 68025

Indoor area to be licensed in length & width: ____ X ____

Outdoor area to be licensed in length & width: 15 x 40 **(Diagram Form #109 must be attached)** (Beer Garden)

Type of Event: Summer Downtown Main St. **Estimate # of attendees:** 25-40

Type of alcohol to be served: **Beer** ✓ **Wine** ____ **Distilled Spirits** ____
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Rachel Smith **Event Contact Phone Number:** 402-719-0548 (-manager)

Event Contact Email: mitch@s2rolloffs.com

***Signature Authorized Representative:** [signature] **Printed Name** Mitch E. Sawyer

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

***Retail licensee – Must be signed by a member listed on permanent license**
***Non-Profit Organization – Must be signed by a Corporate Officer**

SCANNED
JUL 01 2020

Local Governing Body completes below:

The local governing body for the City/Village of Fremont **OR County of** ____ **approves the issuance of a Special Designated License as requested above.** **(Only one should be written above)**

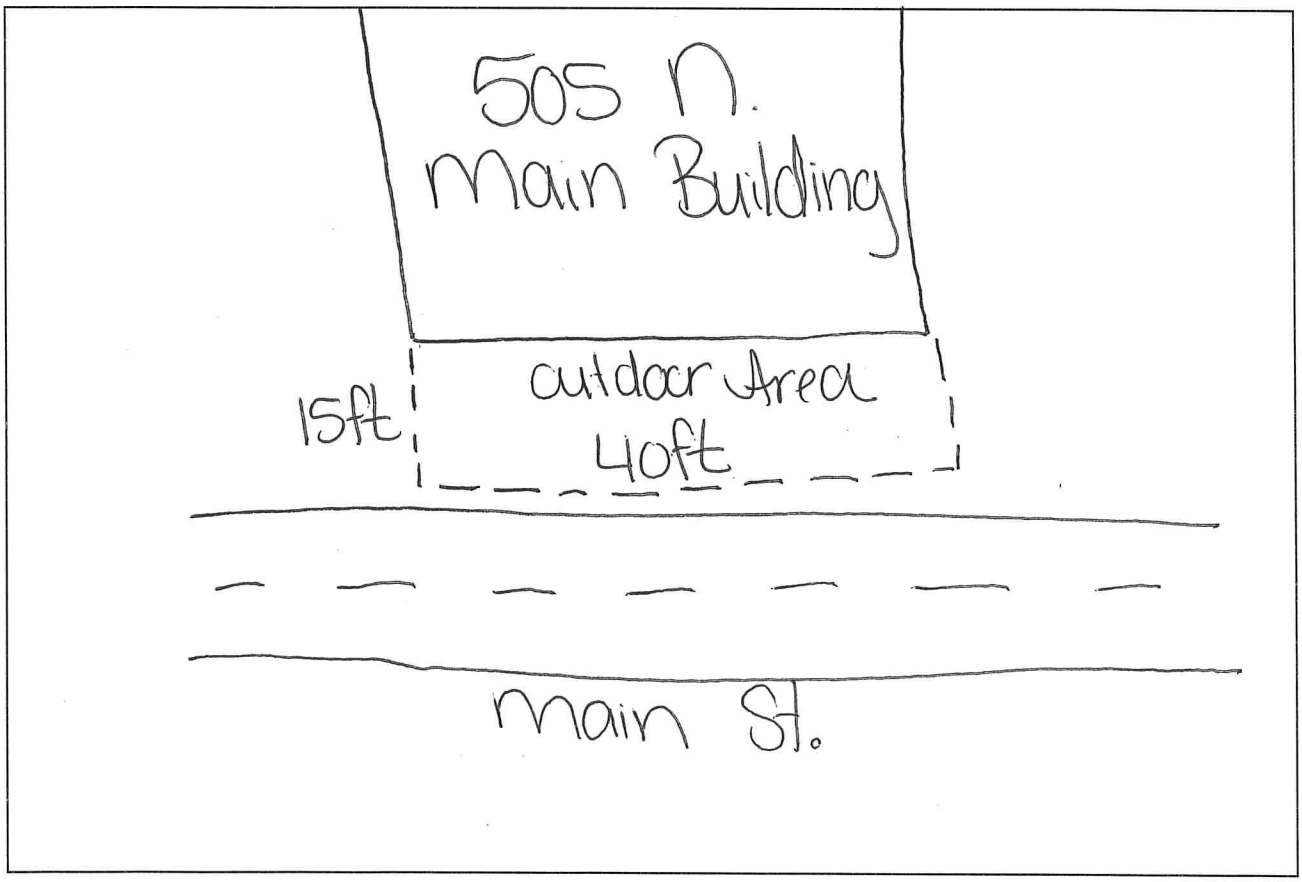
[signature] 7/1/2020
Local Governing Body Authorized Signature **Date**

OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED _____

- **IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED**
- **MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH <u>IN FEET</u>**
- **DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION**
- **RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA**

DIAGRAM OF PROPOSED AREA:



STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Troy Schaben, Assistant City Administrator - Utility

DATE: July 14, 2020

SUBJECT: Revise Municipal Code Section 3-103

Recommendation: Hold final Reading and approve 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 lot containing an 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 lots 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 lot containing an 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 lots 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: July 14, 2020

SUBJECT: Revise Municipal Code Section 3-231

Recommendation: Hold final reading and approve 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 lot. Splitting services to multiple lots 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, (1) building sewer must be provided for each attached dwelling lot. Splitting services to multiple lots 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: Jennifer L. Dam, AICP

DATE: July 14, 2020

SUBJECT: Annexation of Lot 3, Morningside Industrial Park

Recommendation: Hold 2nd Reading of Ordinance No. 5536.

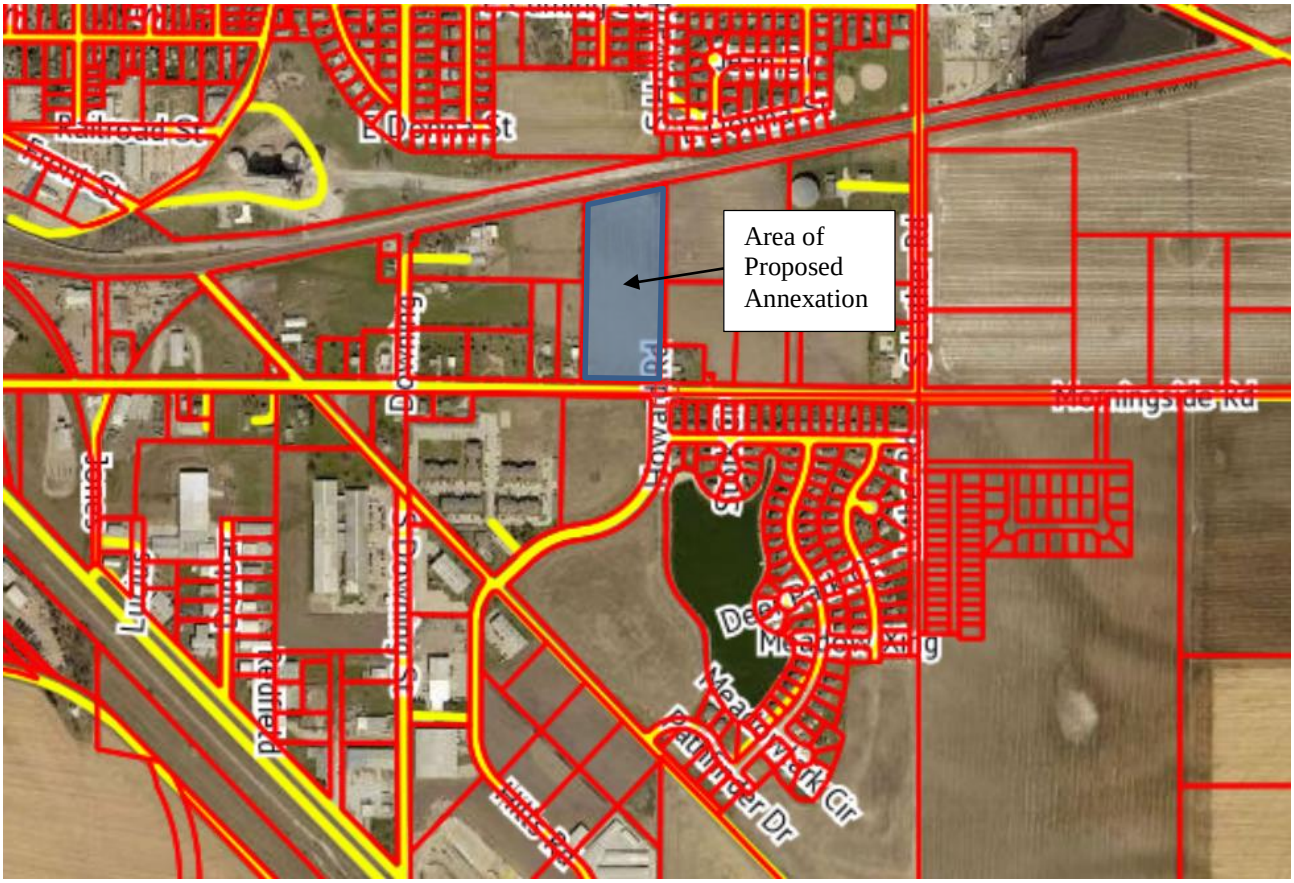
Background:

Heather Carver is requesting annexation of Lot 3, Morningside Industrial Park into the City on behalf of RD Leasing.

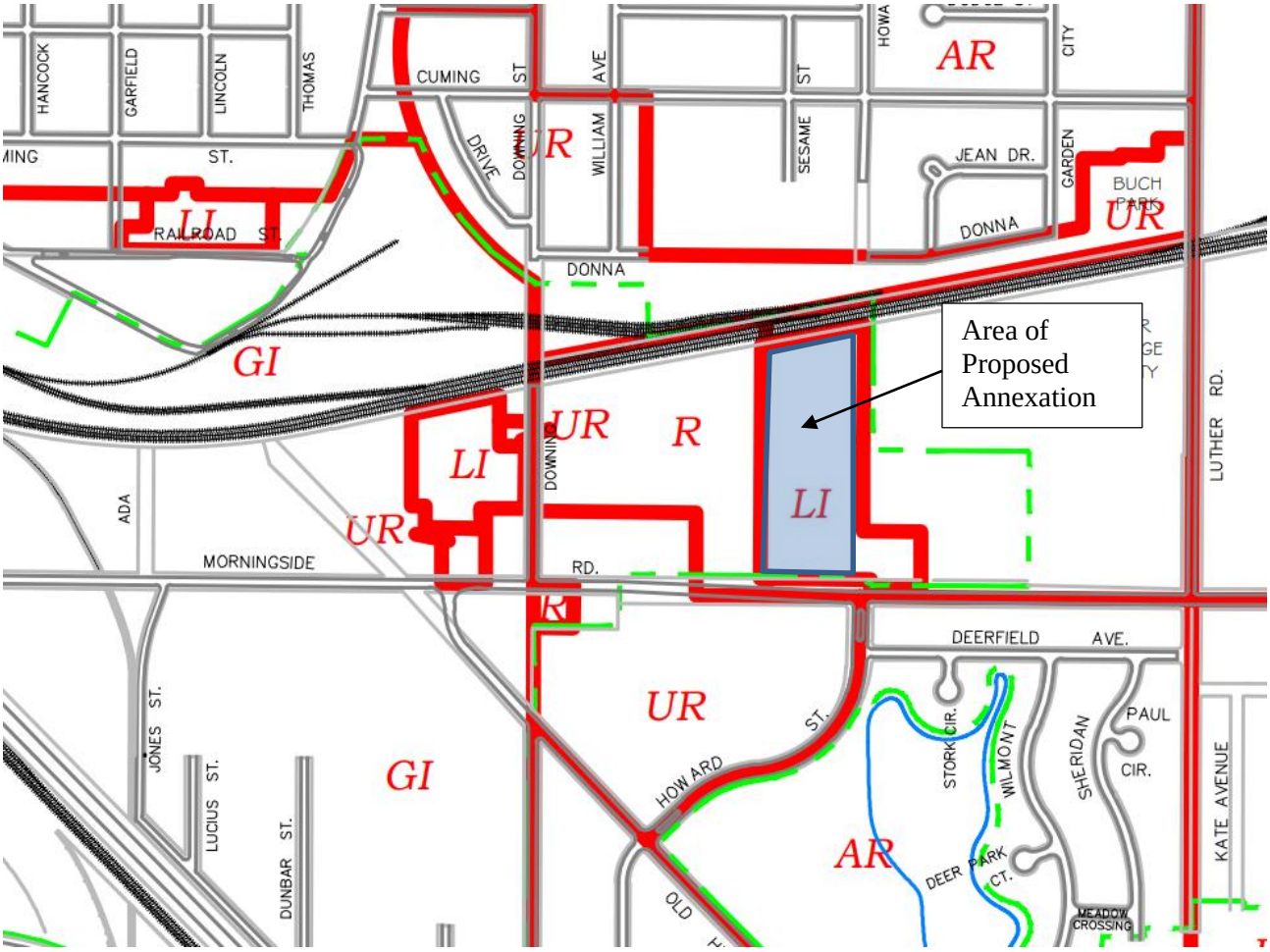
The property is contiguous to the city limits.

This area is developed and is developing. The property owner intends to develop his property with industrial uses. It is urban in nature.

This request is consistent with the Comprehensive Plan and State Statutes.


Railroad St
E Dennis St
Area of Proposed Annexation
Morningside Rd
Meadowbrook Cir
Pattinger Dr

Vicinity Map



CITY OF FREMONT NEBRASKA

Planning Department
400 E. Military Ave.
Fremont, NE 68025
Phone: (402) 727-2636
Fax: (402) 727-2659
Web: www.fremontne.gov

VOLUNTARY ANNEXATION PETITION

TO, the City Council of the City of Fremont, Nebraska ("City")

COMES NOW, RD Leasing, LLC, owner, or duly authorized officer or agent of the owner, of the following described real estate ("Petitioner"), to wit:

That portion of the following described real estate located outside the corporate limits of the City of Fremont, Nebraska: Lot 3, Morningside Industrial Park, City of Fremont, Dodge County, Nebraska.

and respectfully requesting that the above described property be annexed into the City, and would respectfully show as follows:

1. That the above described property is within the extraterritorial jurisdiction of the City, and is adjacent to the present corporate limits of the City; and
2. That in order to protect the inhabitants of such property and to promote the orderly development of such property, such property should be annexed into the City, and by the execution hereof, the undersigned petitions the City Council to annex such property into the corporate limits of the City.

WHERFORE, PREMISES CONSIDERED, Petitioner requests these bodies to take the appropriate steps to annex this property.

Ryan D Loops
(Signature)

4-20-2020
(Date)

4830-7101-2026, v. 1

ORDINANCE NO. 5536

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, ANNEXING BY VOLUNTARY PETITION PROPERTY GENERALLY DESCRIBED AS LOT 3, MORNINGSIDE INDUSTRIAL PARK, LOCATED IN SECTION 24, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA AND EXTENDING THE CORPORATE LIMITS TO INCLUDE SAID REAL ESTATE; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a voluntary petition for annexation was filed with the offices of the Department of Planning, City of Fremont (City); and

WHEREAS, the City has determined that the subject property is contiguous with the corporate limits, and is urban or suburban in character and not rural in character; and

WHEREAS, the City has determined that it is able to provide certain essential services, such as utilities, police and fire protection, for the subject property so that the inhabitants of said territory shall receive substantially the same services as other inhabitants of the City; and

WHEREAS, a public hearing on the proposed annexation was held by the Planning Commission on June 15, 2020, at which time the Commission unanimously recommended with a 8-0 vote in favor of the proposed annexation; and

WHEREAS, the City Council held a public hearing on the proposed annexation on June 30, 2020; and,

WHEREAS, the City has determined that it is in compliance with pertinent annexation requirements of *Neb. Rev. Stat.* § 16-117;

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

SECTION I: ANNEXATION. That Lot 3, Morningside Industrial Park, contiguous and adjacent to the City of Fremont, Nebraska, urban or suburban in character and not rural in character, receiving material benefits and advantages from annexation to said City, to-wit for annexation into the City of Fremont's corporate limits be and the same is hereby included within the boundaries and territory of the City of Fremont, Nebraska and shall be included within the corporate limits of said City and become a part of said City for all purposes whatsoever, and the inhabitants of such addition shall be entitled to all the rights and privileges and be subject to all the laws, ordinances, rules and regulations of said City.

SECTION 2. REPEALER. All ordinances made in conflict with this Ordinance are hereby repealed.

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

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

PASSED AND APPROVED THIS 28th DAY OF JULY, 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Lottie Mitchell, Executive Assistant/Grant Coordinator

DATE: July 14, 2020

SUBJECT: Lower Platte North Natural Resources District Hazard Mitigation Plan Update

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Recommendation: Approve Resolution 2020-142.

BACKGROUND: The Lower Platte North Natural Resources District (LPNNRD) Hazard Mitigation Plan (HMP) is a multi-jurisdictional plan created by LPNNRD for the communities within its boundaries. It is required to be updated every five years. The City of Fremont participated in the original plan completed in 2010 and also in 2015 when the plan was last updated.

Adopting the update to the plan is a requirement from FEMA for the City to be eligible for Federal Disaster funding in case of natural disaster. Adopting the update is also necessary for the City to remain a participant in the National Flood Insurance Program (NFIP) Community Rating System (CRS) which allows the City to take measures that reduce the cost of flood insurance to the City's constituents.

The portion of the update specific to the City of Fremont is included in the agenda packet. The entire plan is available online from JEO Consulting Group, Inc. at: https://jeo.com/lpnnrd-hmp. The City of Fremont is under the Dodge County Appendix.

FISCAL IMPACT: None. There is no cost to the City to participate in the HMP.

COMMUNITY PROFILE

CITY OF FREMONT

LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT

MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN UPDATE

2020

LOCAL PLANNING TEAM

Table FMT.1: City of Fremont Local Planning Team

NAME	TITLE	JURISDICTION
Brian Newton	City Administrator	City of Fremont
Don Simon	Chief Building Inspector/Floodplain Administration	City of Fremont
Jennifer Dam	Director of Planning	City of Fremont
Lottie Mitchell	Executive Assistant	City of Fremont
Veronica Trujillo	City Engineer	City of Fremont

LOCATION AND GEOGRAPHY

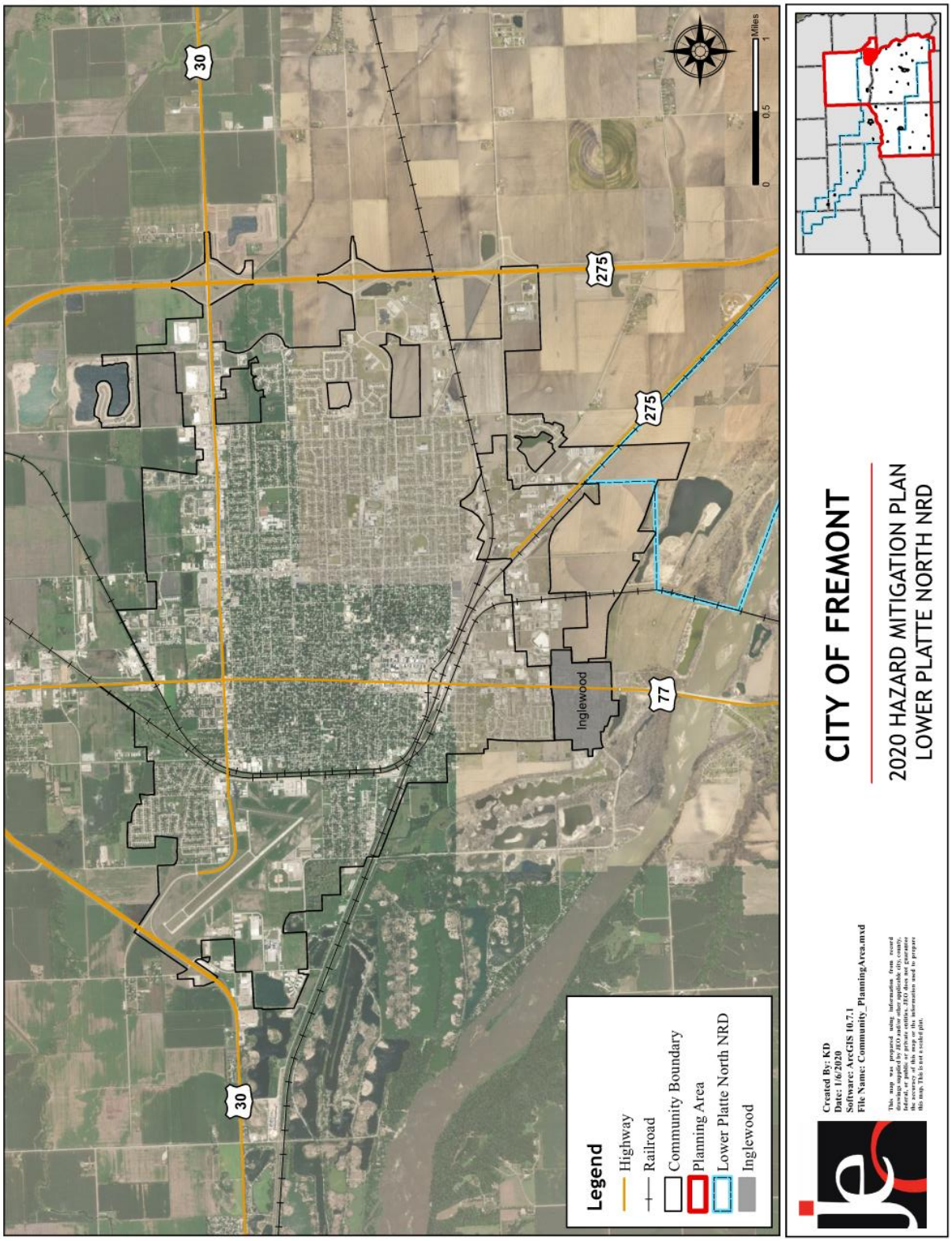
The City of Fremont is in the southeastern portion of Dodge County (on the border with Saunders County) and covers an area of 10.48 square miles. Fremont is located in the Platte River Valley. The rural areas surrounding the city are used primarily for row crop production and pasturing. The Elkhorn River travels north to south about three miles from the eastern edge of the city. Fremont lies immediately adjacent to the Platte River Valley, which flows generally from northwest to the southeast to form the community's southwestern border.

TRANSPORTATION

Transportation information is important to hazard mitigation plans because it suggests possible evacuation corridors in the community and areas more at risk of transportation incidents. Fremont's major transportation corridors include US Highways 30, 77 and 275. US Highway 30 transports a total annual average of 10,370 vehicles daily from east to west on its busiest segment, 1,375 of which are trucks. US Highway 77 runs north to south through the center of Fremont and is traveled by a total annual average of 12,880 vehicles daily at its highest traffic segment, 785 of which are trucks. US Highway 275 runs north to south on the eastern side of Fremont; it is traveled by a total annual average of 16,380 vehicles daily, 1,605 of which are trucks.[1] A number of railroads wind through Fremont, owned by Union Pacific Railroad, Burlington Northern Santa Fe Railway, and Fremont & Elkhorn Valley Railroad. The Fremont Municipal Airport is home to 50 aircraft and a local chapter of the Civil Air Patrol. The airport is located on the northwestern edge of the city. It can accommodate aircraft up to the size of corporate jets.

1 Nebraska Department of Roads. 2018. "Interactive Statewide Traffic Counts Map." [map]. https://gis.ne.gov/portal/apps/webappviewer/index.html?id=bb00781d6653474d945d51f49e1e7c34.

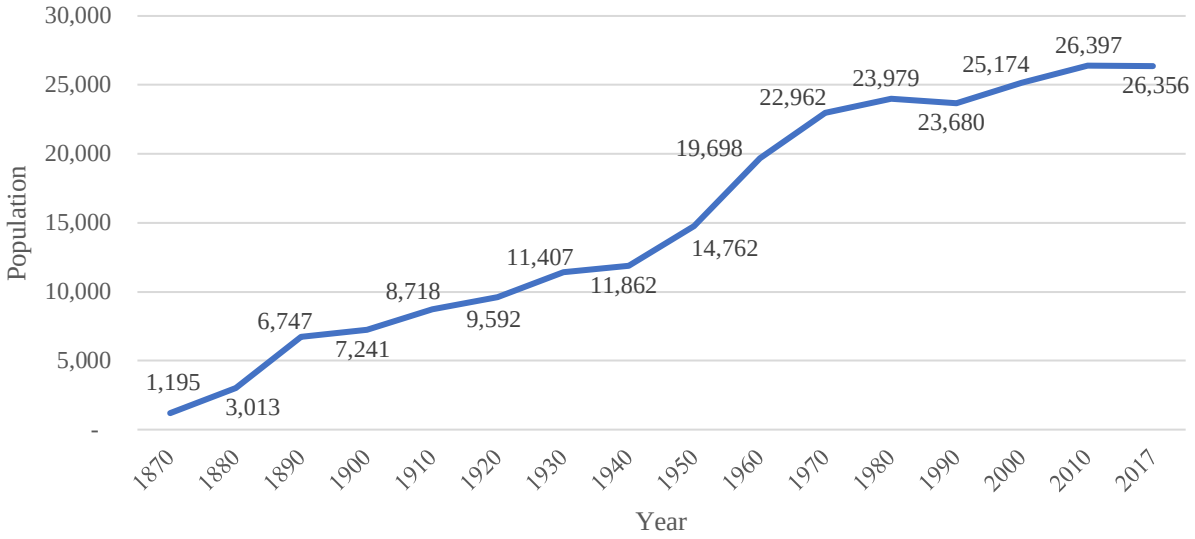
Figure FMT.1: City of Fremont



DEMOGRAPHICS

Fremont's population slightly declined from 26,397 people in 2010 to about 26,356 people in 2017, though the population is generally increasing. An increasing population will provide a steady tax base to fund mitigation projects. The city's population accounted for 71.7% of Dodge County's population in 2017.[2]

Figure FMT.2: Population



Source: U.S. Census Bureau, 1870 - 2017

The young, elderly, minority populations and poor may be more vulnerable to certain hazards than other groups. In comparison to the county, Fremont's population was:

- **Similarly aged.** The median age of Fremont was 37 years old in 2017, compared with Dodge County's median of 39.1 years. The population has been consistent since 2010, when the median age was 37.1 years old.[2]
- **More ethnically diverse**. Since 2010, Fremont grew more ethnically diverse. In 2010, 10.6% of Fremont's population was Hispanic or Latino. By 2017, about 14.6% was Hispanic or Latino. During that time, the Hispanic population in the county grew from 8.7% in 2010 to 11.8% in 2017.[2]
- **More likely to be below the federal poverty line.** The poverty rate in Fremont (14.5% of people living below the federal poverty line) was higher than the county's poverty rate (13.2%) in 2017.[3]

EMPLOYMENT AND ECONOMICS

The City of Fremont's economic base is a mixture of industries. In comparison to Dodge County, Fremont's economy had:

- **Similar mix of industries.** Three major employment sectors, accounting for 10% or more of employment each, were: manufacturing; retail trade; and educational services, and health care and social assistance.[3]

2 United States Census Bureau. "2017 American Fact Finder: DP05: ACS Demographic and Housing Estimates." [database file]. https://factfinder.census.gov/.

3 United States Census Bureau. "2017 American Fact Finder: DP03: Selected Economic Characteristics." [database file]. https://factfinder.census.gov/.

- **Lower per capita income.** Fremont's per capita income in 2017 ($24,743) was about $2,419 lower than the county ($27,162).[3]
- **Fewer long-distance commuters.** About 59.8% of workers in Fremont commuted for fewer than 15 minutes, compared with about 54.4% of workers in Dodge County. About 19.8% of workers in the city commuted 30 minutes or more to work, compared to about 22.9% of county workers.[4]

MAJOR EMPLOYERS

Fremont's top three major employers include Wholestone Farms, Methodist Fremont Health, and Fremont Public Schools. About 3,000 residents commute to Omaha daily for work.

HOUSING

In comparison to Dodge County, Fremont's housing stock was:[5]

- **Similarly aged.** Fremont had a similar share of housing built prior to 1970 than the county (58.6% compared to 58.5%).
- **Less mobile and manufactured housing.** Fremont had a smaller share of mobile and manufactured housing (3.6%) compared to the county (5.0%). However, there are three mobile home parks located in the community, which are: Regency II Mobile Home Park, Meadowbrook Mobile Home Park, and Westlake Mobile Home Park.
- **More renter-occupied**. About 41.7% of occupied housing units in Fremont were renter-occupied compared with 36.1% of occupied housing in Dodge County.
- **Slightly more occupied.** Approximately 7.2% of Fremont's housing units were vacant compared to 9.6% of units in Dodge County.

The age of housing may indicate which housing units were built prior to the development of state building codes. Homes built within a flood hazard area before the adoption of their community's Flood Rate Insurance Map (FIRM) are not likely to be built above the 1% annual chance floodplain. Older and vacant housing stock may also be more vulnerable to hazard events if it is poorly maintained. Communities with a substantial number of mobile homes may be more vulnerable to the impacts of high winds, tornadoes, and severe winter storms if those homes are not anchored correctly. Renter occupied housing depends on the initiative of landlords for proper maintenance and retrofitting to be resilient to disasters. They are less likely than homeowners to have renter's insurance or flood insurance, or to know their risks to flooding and other hazards.

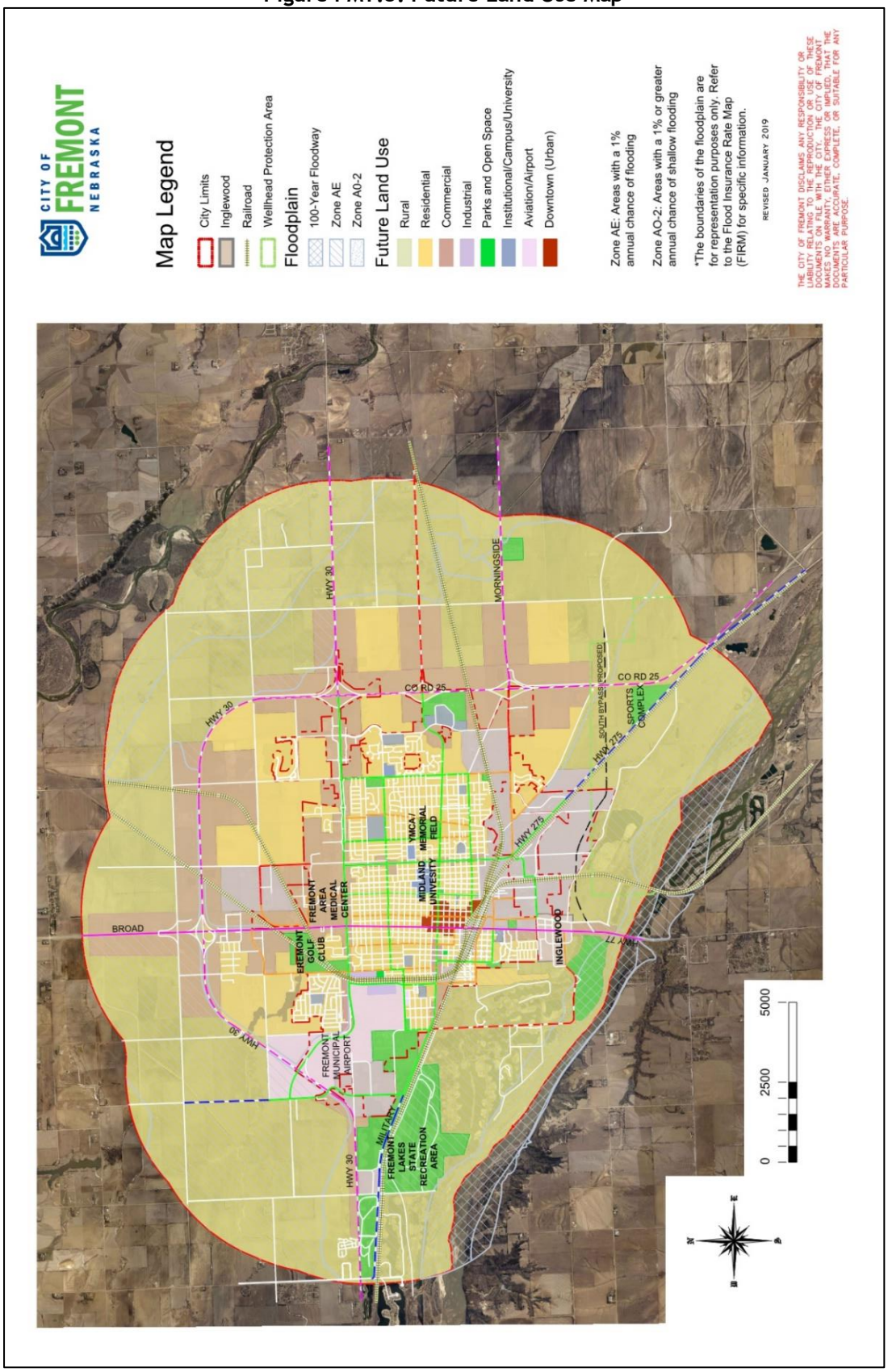
FUTURE DEVELOPMENT TRENDS

In the last five years, two new housing developments were completed. Developers are required to follow floodplain regulations when subdividing and getting a building permit. Lincoln Premium Poultry production plant opened in 2019, the RTG building is expanding, Hormel is constructing a stand-alone wastewater treatment plant, and the pork processing plant is expanding. The city is currently working on ADA compliance on all city owned buildings and the city auditorium is being remodeled. In the next five years, new housing developments are planned, the library will be remodeled, and a new law enforcement center will be built.

4 United States Census Bureau. "2017 American Fact Finder: S0802: Means of Transportation to Work by Selected Characteristics." [database file]. https://factfinder.census.gov/.

5 United States Census Bureau. "2017 American Fact Finder: DP04: Selected Housing Characteristics." [database file]. https://factfinder.census.gov/.

Figure FMT.3: Future Land Use Map



PARCEL IMPROVEMENTS AND VALUATION

The planning team acquired GIS parcel data from the County Assessor to analyze the location, number, and value of property improvements (e.g. buildings, paved lots, roads, etc.) at the parcel level. The data did not contain the number of structures on each parcel. The parcel data was analyzed to determine the number and valuation of property improvements located in the 1% annual chance floodplain. A summary of the results of this analysis is provided in the following table.

Table FMT.2: Parcel Improvements and Value in the Floodplain

NUMBER OF IMPROVEMENTS	TOTAL IMPROVEMENT VALUE	MEAN VALUE OF IMPROVEMENTS PER PARCEL	NUMBER OF IMPROVEMENTS IN FLOODPLAIN	VALUE OF IMPROVEMENTS IN FLOODPLAIN
9,470	$1,249,897,513	$131,985	1,423	$175,432,319

Source: GIS Workshop/Dodge County Assessor, 2019[6]

CRITICAL INFRASTRUCTURE

CHEMICAL STORAGE FIXED SITES

According to the Tier II System reports submitted to the Nebraska Department of Environment and Energy, there are a total of 48 fixed hazardous chemical storage sites within two miles of the city. The following table lists these sites. CF Industries in the north part of Fremont is the biggest site of concern for the city because they store large amounts of anhydrous ammonia. The Fremont Fire Department has the appropriate training and equipment to respond to chemical spills.

Table FMT.3: Chemical Storage Fixed Sites

FACILITY NAME	ADDRESS	IN FLOODPLAIN (YES/NO)
3M Co	515 S Main St	Yes
Adams Oil Inc	1500 Front St	Yes
All Metals Market Inc	1225 County Road Y	No
Alliance Liquid Feeds LLC	350 E County Road T	Yes
AmeriCold Logistics LLC	950 Schneider St	Yes
Archer Daniels Midland Co	130 N Broad St	Yes
Ardent Mills LLC	125 S Broad St	Yes
Arps Red-E-Mix Inc	250 W Vine St	Yes
C F Industries Sales LLC	1949 County Rd S	Yes
CenturyLink	510 N D St	Yes
CRD Inc Transfer Station	1200 Hamilton St	Yes
Fremont Beef Company	960 Schneider St	Yes
Fremont Municipal Airport	1203 W 23rd St	Yes
Fremont Peak Shaving Plant	401 N Pierce	Yes
Fremont Potable Water Trtmnt	649 S Luther Rd	Yes
Fremont Warehouse & Garage	3000 E 1st St	Yes
Fremont Wastewater Treatment	6325 Morningside Rd	Yes
Fremont Water Pumping Station	1410 N Irving St	Yes
Fremont Water Pumping Station	837 N Clarkson St	Yes
Fremont Water Pumping Station	1818 N I St	Yes
Fremont Water Pumping Station	1129 E 8th St	Yes
Gerhold Concrete Co	3300 N Broad St	Yes
Helena Agri-Enterprises LLC	1880 Proctor Rd	Yes

6 GIS Workshop/Dodge County Assessor. 2019. [Personal correspondence].

FACILITY NAME	ADDRESS	IN FLOODPLAIN (YES/N0)
Holcim US Inc	3350 N Broad St	Yes
Horizon Biofuels Inc Pellets	950 S Union St	Yes
Interstate Chemical Company	327 E County Road T	Yes
Jayhawk Boxes Inc	1150 S Union St	Yes
Lextron Animal Health	1577 N Airport Rd	Yes
Lon D Wright Power Plant	2701 E 1st St	Yes
Loveland Products Inc	325 S Union St	Yes
Lyman-Richey Sand & Gravel 45	4204 N Luther Rd	Yes
Magnus Division of LV Ventures	1300 Morningside Rd	Yes
Materials Packaging Corp	3300 N Broad St	Yes
Methodist Fremont Health	450 E 23rd St	Yes
NDOT Fremont Yard	2550 W 23rd Rd	Yes
Nutrien Ag Solutions	750 S Union St	Yes
OPPD Substation No 991	County Rd 26 & U Blvd	No
Peets Feeds	787 County Road T	Yes
Provimi North America Inc	943 Schneider St	Yes
Rawhide Chemoil Inc	3630 N Ridge Rd Dr	Yes
Rawhide Chemoil Inc	1146 Proctor Rd	Yes
Rawhide Chemoil Inc North	2650 Rawhide Dr	Yes
Royal Canin USA Inc	2779 Rademakers Way	Yes
Sapp Bros	4260 N Broad St	Yes
Substation No 976	3741 N Somers Ave	Yes
The Oilgear Company	905 S Downing St	Yes
Titan Machinery Inc	3701 W Highway 30	Yes
WholeStone Farms Cooperative	900 S Platte Ave	Yes

Source: Nebraska Department of Environment and Energy, 2019[7]

CRITICAL FACILITIES

The planning team identified critical facilities necessary for the City of Fremont's disaster response and continuity of operations. Critical facilities were identified during the 2015 planning process and revised for this plan update. The following table and figure provide a summary of the critical facilities for the community.

Table FMT.4: Critical Facilities

CF NUMBER	NAME	RED CROSS SHELTER (YES/NO)	GENERATOR (YES/NO)	IN FLOODPLAIN (YES/NO)
1	Bell Field Elementary School	No	Yes	Yes (0.2%)
2	Bergan Catholic School	No	No	Yes (0.2%)
3	Bergan Elementary School	No	No	Yes (0.2%)
4	City Well #1	No	No*	Yes (0.2%)
5	City Well #2	No	No*	Yes (0.2%)
6	City Well #3	No	No*	Yes (0.2%)
7	City Well #4	No	No*	Yes (0.2%)
8	City Well #5	No	No*	Yes (Floodway)
9	City Well Field	No	No*	Yes (0.2%)
10	Clarmar Elementary School	No	Yes	Yes (0.2%)
11	Combustion Turbine	No	Yes	Yes (0.2%)

7 Nebraska Department of Environmental Quality. 2019. "Nebraska DEQ Tier 2 Data Download: 2018." https://deq-iis.ne.gov/tier2/.

CF NUMBER	NAME	RED CROSS SHELTER (YES/NO)	GENERATOR (YES/NO)	IN FLOODPLAIN (YES/NO)
12	Fire Department	No	Yes	Yes (0.2%)
13	Fremont Area Medical Center	No	Yes	Yes (0.2%)
14	Fremont High School	No	No	Yes (0.2%)
15	Fremont Middle School	Yes	Yes	Yes (0.2%)
16	Fremont Municipal Auditorium	No	No	Yes (0.2%)
17	Fremont Public Schools - Administration	No	No	Yes (0.2%)
18	Grant Elementary School	No	Yes	Yes (0.2%)
19	Howard Elementary School	No	Yes	Yes (0.2%)
20	Linden Elementary School	No	Yes	Yes (0.2%)
21	Midland Lutheran College	No	No	Yes (0.2%)
22	Miliken Elementary School	No	Yes	Yes (1%)
23	Municipal Building	No	Yes	Yes (0.2%)
24	Platteville Elementary School	No	No	No
25	Police Department	No	Yes	Yes (0.2%)
26	Power Plant	No	Yes	Yes (0.2%)
27	Sewer Lift Station #1	No	No*	Yes (0.2%)
28	Sewer Lift Station #2	No	No*	Yes (1%)
29	Sewer Lift Station #3	No	No*	Yes (1%)
30	Sewer Lift Station #4	No	No*	Yes (1%)
31	Sewer Lift Station #5	No	No*	Yes (1%)
32	Sewer Lift Station #6	No	No*	Yes (0.2%)
33	Sewer Lift Station #7	No	No*	Yes (0.2%)
34	Sewer Lift Station #8	No	No*	Yes (1%)
35	Sewer Lift Station #9	No	No*	Yes (1%)
36	Sewer Lift Station #10	No	No*	Yes (0.2%)
37	Sewer Lift Station #11	No	No*	Yes (0.2%)
38	Sewer Lift Station #13	No	No*	Yes (0.2%)
39	Sewer Lift Station #14	No	No*	Yes (0.2%)
40	Sewer Lift Station #15	No	No*	Yes (1%)
41	Sewer Lift Station #16	No	No*	Yes (0.2%)
42	Sewer Lift Station #17	No	No*	Yes (0.2%)
43	Sewer Lift Station #18	No	No*	Yes (1%)
44	Sewer Lift Station #19	No	No*	Yes (1%)
45	Sewer Lift Station #20	No	No*	Yes (0.2%)
46	Sewer Lift Station #21	No	No*	Yes (0.2%)
47	Sewer Lift Station #22	No	No*	Yes (1%)
48	Sewer Lift Station #24	No	No*	Yes (0.2%)
49	Trinity Lutheran Elementary School	Yes	No	Yes (0.2%)
50	Trinity Lutheran Elementary School West	Yes	No	Yes (0.2%)
51	Utility Service Center	No	Yes	Yes (0.2%)
52	Washington Elementary School	No	Yes	Yes (1%)
53	Wastewater Treatment Plant	No	Yes	Yes (0.2%)
54	Water Treatment Facility	No	Yes	Yes (0.2%)

**Indicates hookups to portable generator available*

Figure FMT.4: Critical Facilities #1-26

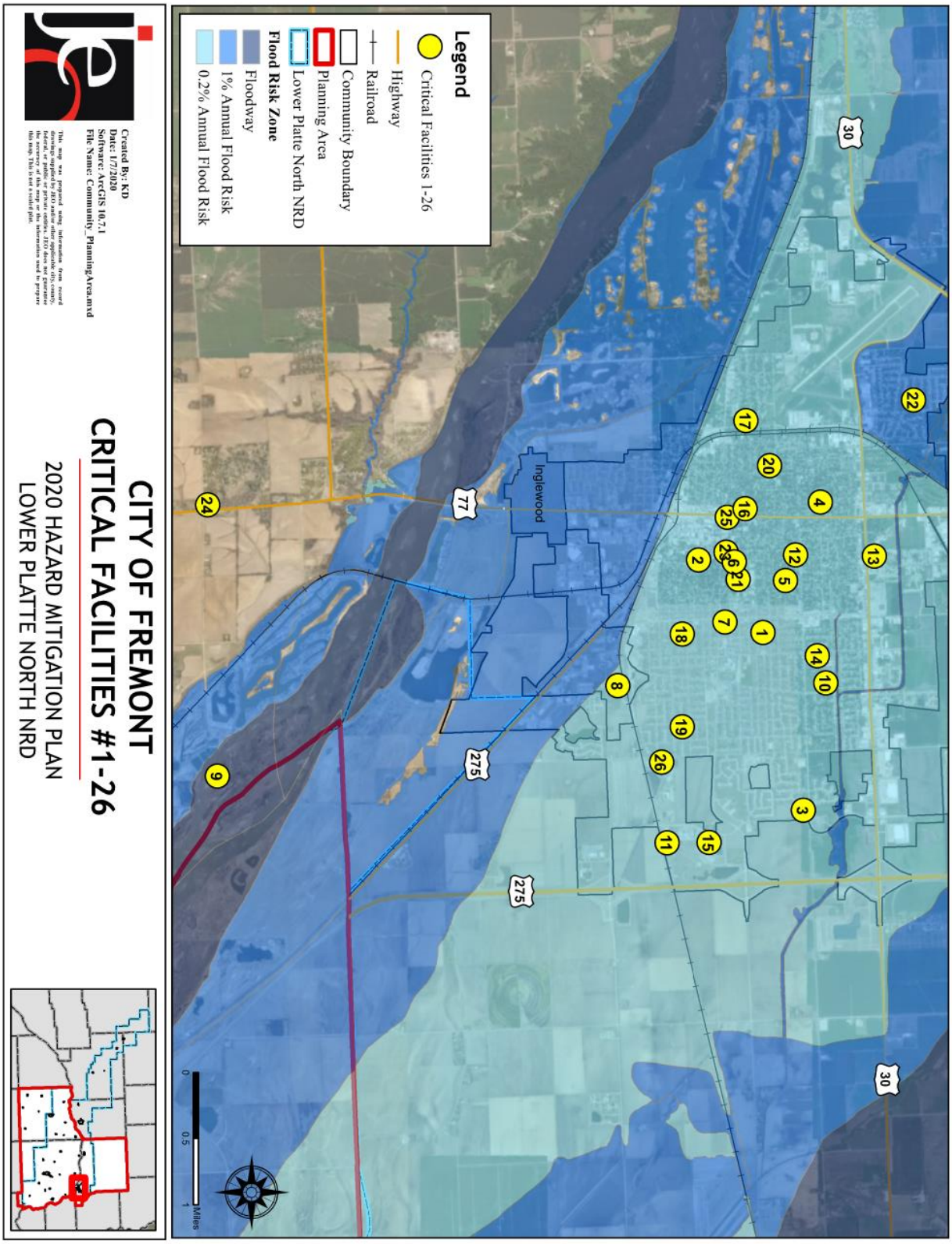
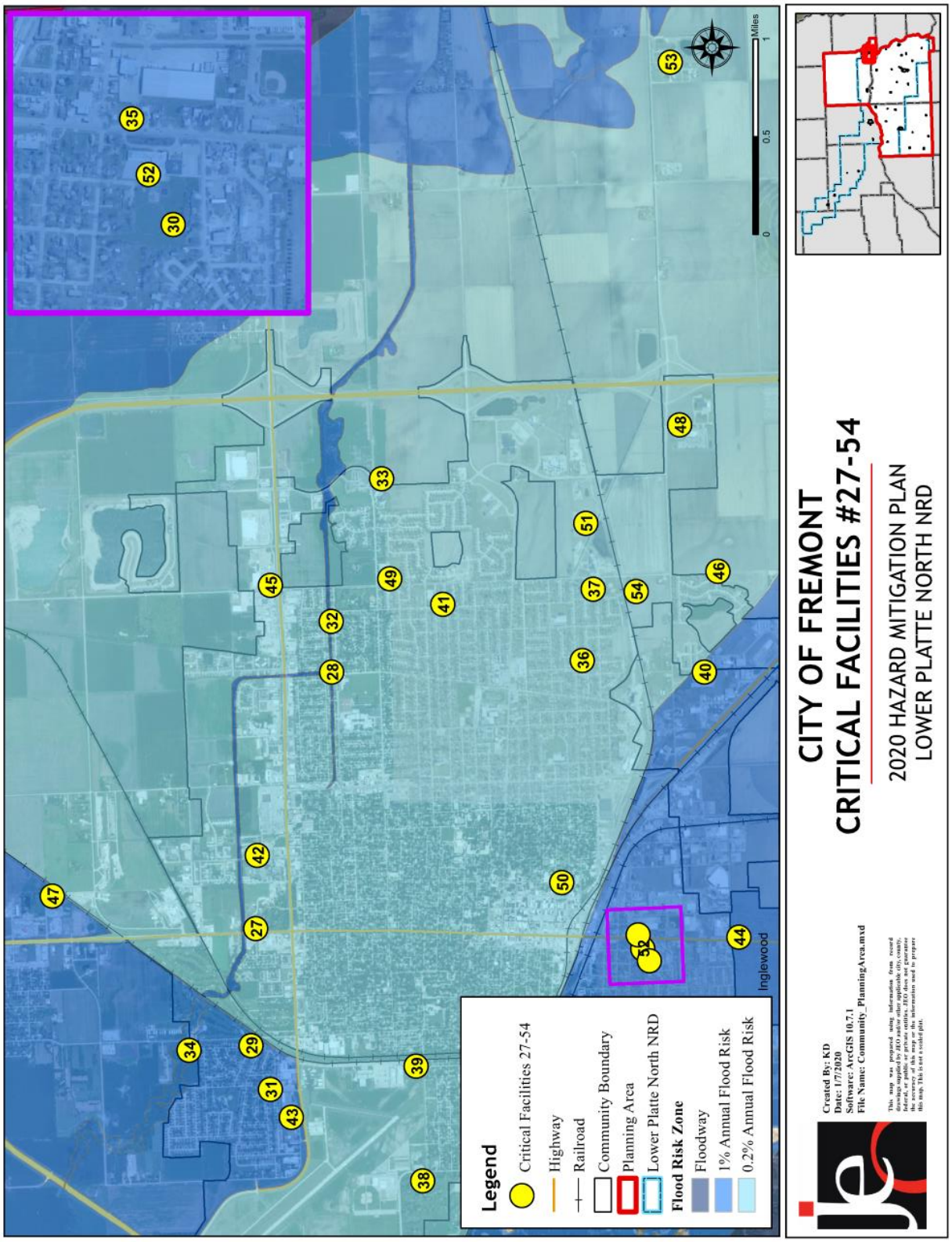


Figure FMT.5: Critical Facilities #27-54



HISTORICAL OCCURRENCES

See the Dodge County profile for historical hazard events, including the number of events, damage estimates, and any fatalities or injuries.

HAZARD PRIORITIZATION

The hazards discussed in detail below were prioritized by the local planning team based on historical hazard occurrences and the community's capabilities. For an in-depth discussion of regional hazards, please see *Section Four: Risk Assessment*.

CHEMICAL TRANSPORTATION SPILLS

The rail line is the transportation route of most concern in the community because of the large volume of chemicals it transports, including fracking oil and coal. In 2019 a train derailment between the Village of Valley and Fremont left coal all along the train tracks. The rail line travels close to Highway 30, a main thoroughfare for the city, so a transportation incident on the rail line could interrupt vehicular traffic flow on this important highway. Anhydrous ammonia pipelines running from Sioux City to the City of Blair to Fremont are also a concern. In 2016 a man died while driving through an anhydrous ammonia fume cloud that had escaped from an aging pipeline just north of the City of Blair. About 40 people were evacuated from their homes because of this spill and Highway 75 was closed for several days. Much of this pipeline was built in the 1960s.

FLOODING

The 2008 Flood Insurance Study (FIS) for Dodge County and Fremont states that most floods along the Platte River occur from March to June. They are usually the result of rapid snowmelt accompanied by rainfall, aggravated by ice jams. Historical incidents have demonstrated that when ice jams are present, river stages sufficiently high enough to overtop existing levees like the Fremont Levee can occur even with river flows of less than the 1% annual chance flood. Future flooding from the Platte River due to ice blockage is highly probably, but also highly unpredictable as to the precise location of ice blockage and the resulting severity of flooding. It should be assumed that ice jams may form anywhere along the Platte river and where ice jams do occur, stages may be sufficiently high enough to cause levee failure.

Fremont has longstanding drainage issues in the city because of its flat terrain. Especially south of the junction, near Rawhide Creek, in the Washington Heights housing subdivision, and on 19th Street near the high school. This issue was exacerbated during the March 2019 flood event when heavy rains combined with a frozen ground created excessive stormwater that funneled to the Platte River, Elkhorn River, and Rawhide Creek. These waterways were also logged with ice that the additional water turned to ice jams. Flash flooding from heavy rains combined with poor stormwater drainage, riverine flooding, and levee failures flooded all transportation routes in and out of the city. Flooding also threatened the hospital and YMCA, requiring massive amounts of pumping to hold back the water. Fremont was an island from March 16th to March 20th. The National Guard escorted semi-trucks of food into the city when supplies began to run low. Highway 77 was clear of water after a few days, but Highway 30 east of Fremont was closed for months, causing economic impacts as workers struggled to commute to work in and out of the city. The well fields were also flooded, though the wells were not affected because they had been elevated to mitigate flood damage. The power plant was also unharmed even though it is in the floodplain. Evacuations were called for in Davenport, Deerfield, and south of the railroad junction. The Platte River had previously flooded in June 2016. It rose six to seven inches, flooding basements across the city and inundating the sewer plant because the stormwater and sewer systems were overloaded with water.

Additional flood history was collected from the NCEI database:

- **July 5, 2000 – Flash Flood:** Heavy rainfall of 4 to 6 inches caused extensive flooding from North Bend to the Fremont area.
- **March 8-10, 2010 – Flood:** An ice jam around the North Bend area caused flooding of agricultural lowlands from North Bend to around Fremont. In addition, several homes were threatened by the flood waters, and a few county roads were flooded. Some water damage was likely noted due to rising groundwater or backing up of sewers. The ice jam broke loose on March 10th, which caused additional jamming and flooding around the Big Island area near Fremont. Six to ten people had to be evacuated by boat from the rising waters. Property damage was estimated at $75,000.
- **February 18, 2011 – Flood:** An ice jam near the Highway 77 bridge caused flooding that closed Ridge Road for a while, just southwest of Fremont. Damage was minimal.
- **August 6, 2013 – Flood:** Rainfall from heavy thunderstorms created areas of street flooding across the city. A thunderstorm dropped about 1.80 inches in less than an hour followed by a second storm less than an hour later. This second storm dropped about 0.5 inch in less than an hour. Many intersections in town were under water.

In response to the March 2019 flood, the City initiated several actions to reduce flood risk to the community. First, they partnered with several communities and districts to form the Joint Water Management Advisory Board, which is a group of communities and drainage districts along the Platte River in Dodge County. They've partnered together to develop a comprehensive flood risk reduction and mitigation strategy along the Platte River. The Board is currently looking for funding alternatives to develop a Flood Mitigation and Flood Resiliency Plan to identify, evaluate, and prioritize flood mitigation alternatives to improve flood resiliency along the Platte river.

Second, the City is submitting a HMGP grant to fund property elevation projects for homeowners impacted during the March floods. In coordination with this effort, a parcel-level flood risk assessment and flood risk reduction plan were completed as a part of this HMP update (*Appendix F*). The overall purpose of this assessment and resulting plan is to identify and prioritize flood risk reduction alternatives on a property by property basis for selected structures in the SFHA. The plan also identifies programmatic actions that can be taken by the community to reduce flood risks and insurance costs for all property owners with floodprone property.

Fremont has 679 NFIP policies in-force for $117,943,300. There are four single family repetitive loss and three single family severe repetitive loss properties in the community, according to NeDNR (November 2019).

LEVEE FAILURE

Ice jams that occurred during the March 2019 floods resulted in a series of levee failures along the Platte River. The location of these breaches, as outlined by the Joint Water Management Advisory Board, are shown in Figure 7. The shredded bark on trees near the river indicated that the water rose ten feet in places. The farm levee north of the city was overtopped and destroyed and the levee south of the city failed in three places. Emergency protection measures were coordinated on Highway 30, 275, 277, and on Rawhide Creek. Levee failures were a major contributing factor to catastrophic flooding in and around the city. The Hormel Park boat ramp was lost to the flooding and the northern bank of the Platte River along the city was sheared off by the flood waters. The levee at the Rod and Gun Club lake community had previously been breached in the 1960s and has since been well upkept and repaired so that it held up in the 2019 floods.

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Figure FMT.6: Levee Location

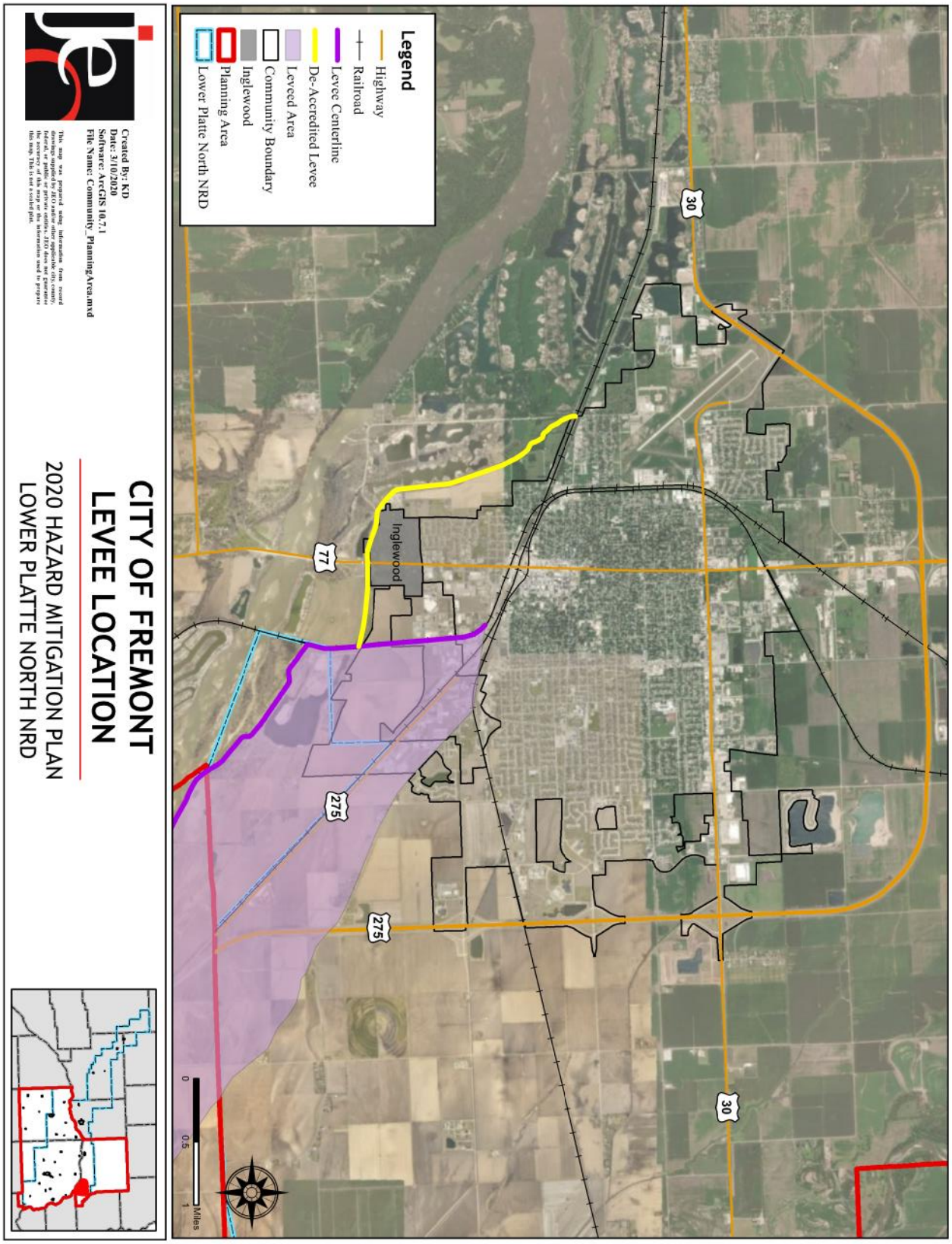
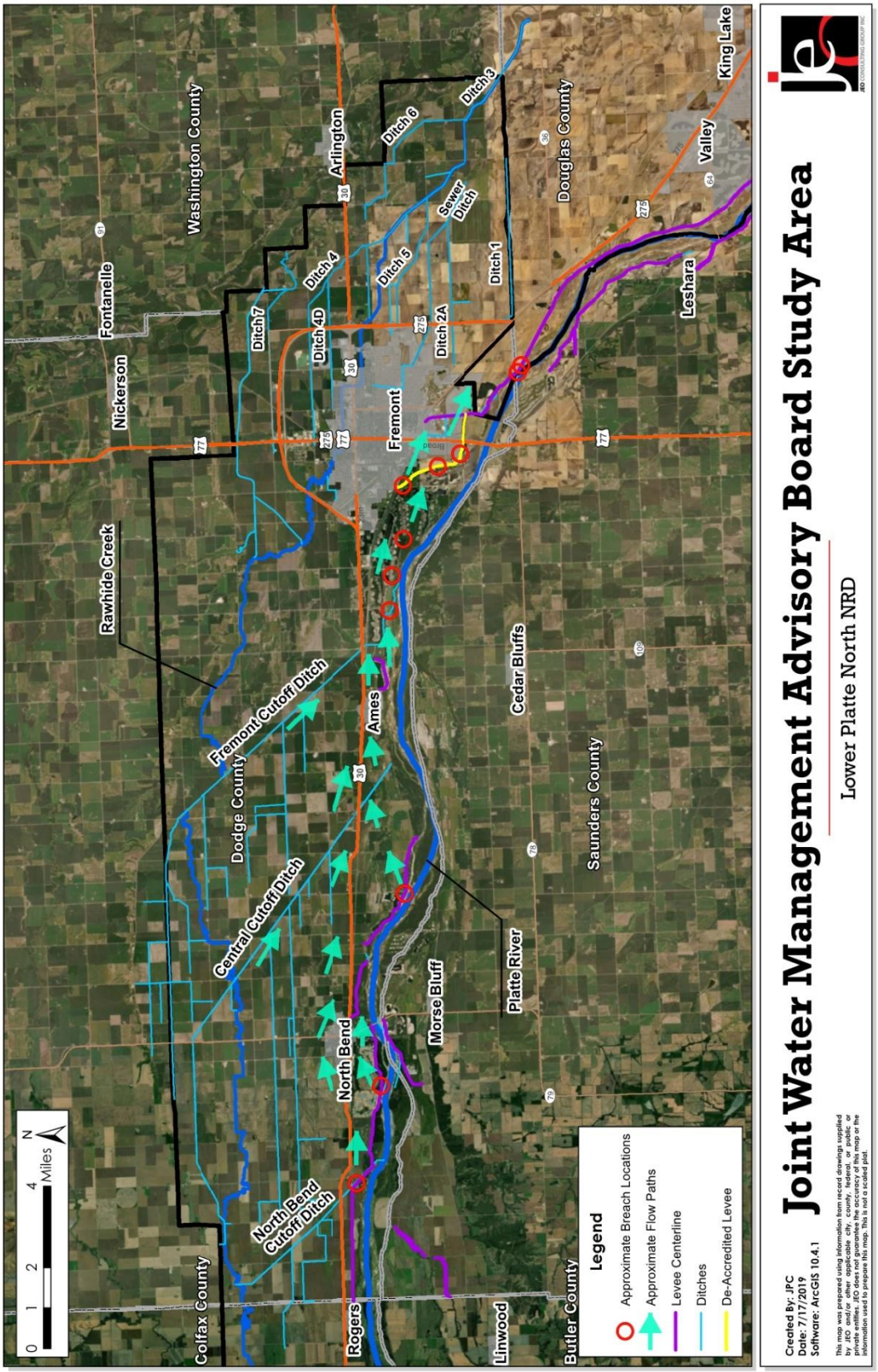


Figure FMT.7: March 2019 Levee Failures



SEVERE THUNDERSTORMS

A hail storm in 2008 caused extensive damage with hail 1.75 inches in diameter. So many properties were damaged that building materials and contractors were scarce leading to delayed repairs. No significant damage would occur should the power plant be hit by lightning. Brief power outages have occurred in the city but there is a good amount of power redundancies to protect the power infrastructure. Municipal records are protected with surge protectors on electronic devices.

SEVERE WINTER STORMS

Fremont experiences annual severe snow and ice storms. Recently, a blizzard in 2016 left ten inches of snow on the ground. Severe winter storms are a concern because of power outages and road closures. Snow removal is done by the Street Department.

TORNADOES

A high wind event in June 2017 caused significant tree damage across a one-mile wide area. A tree dump was opened specifically to accommodate the large number of trees and limbs downed during this event. A tornado in 2014 passed from Midland University then the high school but caused little damage. In case of a disaster, Mutual Aid Agreements are in place with surrounding communities.

GOVERNANCE

The City of Fremont is governed by a mayor and an eight-member city council; other governmental offices and departments are listed below. The community government will oversee the implementation of hazard mitigation projects.

- City Administrator
- Clerk
- Attorney
- Director of Public Works/City Engineer
- Police Department
- Fire Department
- Wastewater Treatment Plant Supervisor
- Street Superintendent
- Water & Sewer Superintendent
- Power Plant Superintendent
- Chief Building Inspector
- Park & Recreation Director
- Planning Director
- Finance Director
- Human Resources Director
- Information Systems Director
- Library Director

CAPABILITY ASSESSMENT

The capability assessment consisted of a review of local existing policies, regulations, plans, and programs with hazard mitigation capabilities. The following tables summarize the community's planning and regulatory capability; administrative and technical capability; fiscal capability; educational and outreach capability; and overall capability to implement mitigation projects.

Table FMT.5: Capability Assessment

SURVEY COMPONENTS/SUBCOMPONENTS		YES/NO
Planning & Regulatory Capability	Comprehensive Plan	Yes
	Capital Improvements Plan	Yes
	Economic Development Plan	Yes
	Emergency Operational Plan	Yes
	Floodplain Management Plan	No
	Storm Water Management Plan	No
	Zoning Ordinance	Yes
	Subdivision Regulation/Ordinance	Yes
	Floodplain Ordinance	Yes
	Building Codes	Yes
	National Flood Insurance Program	Yes
	Community Rating System	Yes – Class 8
	Other (if any)	No
Administrative & Technical Capability	Planning Commission	Yes
	Floodplain Administration	Yes
	GIS Capabilities	Yes
	Chief Building Official	Yes
	Civil Engineering	Yes
	Local Staff Who Can Assess Community's Vulnerability to Hazards	Yes
	Grant Manager	Yes
	Mutual Aid Agreement	Yes
	Other (if any)	Joint Water Management Advisory Board - Member
Fiscal Capability	Applied for grants in the past	Yes
	Awarded a grant in the past	Yes
	Authority to Levy Taxes for Specific Purposes such as Mitigation Projects	Yes
	Gas/Electric Service Fees	Yes
	Storm Water Service Fees	No
	Water/Sewer Service Fees	Yes
	Development Impact Fees	No
	General Obligation Revenue or Special Tax Bonds	Yes
	Other (if any)	
Education & Outreach Capability	Local citizen groups or non-profit organizations focused on environmental protection, emergency preparedness, access and functional needs populations, etc. Ex. CERT Teams, Red Cross, etc.	No
	Ongoing public education or information program (e.g., responsible water use, fire safety, household preparedness, environmental education)	Yes
	Natural Disaster or Safety related school programs	Yes
	StormReady Certification	No

SURVEY COMPONENTS/SUBCOMPONENTS	YES/NO
Firewise Communities Certification	No
Tree City USA	Yes
Other (if any)	

OVERALL CAPABILITY	LIMITED/MODERATE/HIGH
Financial resources needed to implement mitigation projects	Moderate
Staff/expertise to implement projects	High
Community support to implement projects	High
Time to devote to hazard mitigation	Limited/Moderate

PLAN INTEGRATION

Fremont has a comprehensive plan (2012), emergency operations plan (2017), combined zoning ordinance, subdivision regulations, and floodplain regulations (2018), building code (2019), capital improvements plan (annual), and wellhead protection plan. The comprehensive plan contains goals aimed at safe growth, limits density in hazardous areas, encourages infill, preserves open space, and encourages clustering of development. Plans are in place to update the plan by 2022. Fremont is an annex to Douglas County's emergency operations plan. It covers communications and warning, damage assessment, emergency public information, evacuation, fire services, health and human services, law enforcement, mass care, protective shelters, and resource management. The zoning ordinance, floodplain regulations, and subdivision regulations discourage development in the floodplain, discourage development near chemical storage sites, encourage open space within the floodplain, allow for clustering of subdivisions, and limit population density in the floodplain. Fremont's building code is based on the 2015 International Building Code. The capital improvements program includes the following types of projects: stormwater, bridge improvements, new municipal wells, upsizing distribution pipes, constructing a new police headquarters, constructing a new public works facility, improving the community center, ad improving the water treatment facility. Municipal funds have increased over recent years with a large portion already dedicated to the treatment plan upgrades, new horizontal well, and the beltway project.

Plans are in place to update the comprehensive plan, zoning ordinance and subdivision regulations by 2022. The city is currently working on creating a stormwater management plan. No other examples of plan integration were identified. There are currently no plans to further integrate existing or future planning mechanisms.

MITIGATION STRATEGY

REVIEW POSSIBLE ACTIVITIES

The local planning team met to discuss a wide-range of possible mitigation activities that the city could include in the HMP to be more resilient to flooding. As required for Activity 510 *Floodplain Management Planning* for consideration of CRS points, the discussion included activities that are currently implemented or ongoing, activities that should be added to the 2020 HMP, and also activities that were not selected because they were either inappropriate for the community or not feasible. The following table provides a list of the discussed mitigation actions, whether the activity was selected or not selected, and reasons for the selection.

Flood Mitigation Action	Selected	Not Selected	Reason
Parcel Level Evaluation of Floodprone Properties		X	Action completed during HMP update
Open Space Preservation		X	Minimal political support
Emergency Management Exercise		X	Works with County Emergency Management to conduct exercises as needed
Stream Bank Stabilization	X		Not started
Channel/Ditch Improvements	X		Ongoing priority
Community Rating System Strategy for Class Change	X		
Create a Community-Wide Master Plan to Prioritize all Flood Related Projects (Flood Mitigation and Resiliency Plan)	X		City is member of Joint Water Management Advisory Board. First priority to complete a flood mitigation plan to prioritize projects
Detention Cells	X		New detention cells under construction
Comprehensive Backflow Prevention	X		Ongoing on all new construction
Drainage Study/Stormwater Master Plan	X		High priority to improve urban drainage and upsize pipes
Improve Highway Drainage	X		Working with County NDOT to improve drainage along Highway 30
Emergency Response and Preparedness Plan	X		Need identified following March 2019 flood
Update FIRM Maps for Regulatory Use		X	Future priority
Flood Prone Property Acquisition		X	Acquisition is not a priority. City needs to preserve housing stock
Flood Prone Property Elevation	X		
Flood Warning System	X		New stream gauge needed to improve flood warnings for Fremont
Floodplain Regulation Enforcement and Updates	X		Ongoing and high priority
Improvements to Flood Warning System	X		
Levee/Floodwall Construction	X		City evaluating levee and making repairs and improvements

An action plan for each of the selected mitigation actions can be found under the “New Mitigation Actions” or “Ongoing Mitigation Actions” below. The ongoing mitigation actions are updates to mitigation actions that were included in the 2015 HMP.

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COMPLETED MITIGATION ACTIONS

MITIGATION ACTION	PARCEL LEVEL EVALUATION OF FLOODPRONE PROPERTIES
Hazard(s) Addressed	Flooding
Status	Parcel level assessment conducted during this planning process, which prioritizes mitigation alternatives on a property by property basis. City submitted grant to fund the property elevation projects.

ONGOING MITIGATION ACTIONS FROM 2015 HMP

MITIGATION ACTION	ALERT/WARNING SIRENS
Description	Perform an evaluation of existing alert sirens to determine which should be replaced or upgraded, then replace or upgrade them
Hazard(s) Addressed	All hazards
Estimated Cost	$30,000
Funding	Local budget
Timeline	5+ years
Priority	Low
Lead Agency	Executive Assistant, County Emergency Management
Status	Sirens are repaired, replaced, or added as needs are identified.
Meets Expectations	Yes

MITIGATION ACTION	BACKUP AND EMERGENCY GENERATORS
Description	Provide a portable or stationary backup generator to municipal wells, lift stations, shelters, and other critical facilities
Hazard(s) Addressed	All hazards
Estimated Cost	$20,000+
Funding	Local budget
Timeline	Ongoing
Priority	Low
Lead Agency	City Administrator
Status	The city has several portable generators but would like to add more portable and permanent generators
Meets Expectations	Yes

MITIGATION ACTION	DRAINAGE STUDY/STORMWATER MASTER PLAN
Description	Stabilization improvements, including rock rip rap, vegetative cover, j-hooks, boulder vanes, etc. to reestablish channel banks. Channel stabilization can protect structures, increase conveyance, and provide flooding benefits.
Hazard(s) Addressed	Flooding
Estimated Cost	$30,000
Funding	Local budget
Timeline	2-5 years
Priority	High
Lead Agency	Public Works
Status	The city has identified the need for improved urban drainage and upsized pipes. Funding for this project has been included in the 2020-2022 public works budget
Meets Expectations	Yes

MITIGATION ACTION	FLOODPLAIN MANAGEMENT
Description	Decrease the number of structures in the floodplain by raising structures or purchasing repetitive loss structures to use as recreation fields, picnic areas, etc.
Hazard(s) Addressed	Flooding
Estimated Cost	$5,000,000+
Funding	Local budget, foundations, HMGP
Timeline	1-2 years
Priority	High
Lead Agency	Executive Assistant, Chief Building Inspector/Floodplain Administration
Status	The city is actively assisting interested property owners with elevation projects in flood prone areas. An HMGP application for funding is underway.
Meets Expectations	Yes

MITIGATION ACTION	FLOODPLAIN REGULATION ENFORCEMENTS AND UPDATES
Description	Continue to enforce local floodplain regulations for old and new structures. Update regulations as appropriate. Educate building inspectors and floodplain managers on regulations
Hazard(s) Addressed	Flooding
Estimated Cost	$0
Funding	Local budget
Timeline	Ongoing
Priority	High
Lead Agency	Chief Building Inspector, Floodplain Administration
Status	The city continues to enforce floodplain regulations and updates as needed.
Meets Expectations	Yes

MITIGATION ACTION	LEVEE/FLOODWALL CONSTRUCTION AND/OR IMPROVEMENTS
Description	Construct and maintain a levee to protect critical facilities and residences. Repair existing levees to meet PL84-99 standards
Hazard(s) Addressed	Levee failure
Estimated Cost	$500,000+
Funding	Local budget
Timeline	2-5 years
Priority	High
Lead Agency	City Engineer, City Administrator
Status	The city is in the evaluation stage to repair and to bring up to Corps standards the levee on the southwest side of the community.
Meets Expectations	Yes

MITIGATION ACTION	STREAM BANK SABILIZATION / GRADE CONTROL STRUCTURES / CHANNEL IMPROVEMENTS
Description	Stabilization improvements, including rock rip rap, vegetative cover, j-hooks, boulder vanes, etc. to reestablish channel banks. Channel stabilization can protect structures, increase conveyance, and provide flooding benefits.
Hazard(s) Addressed	Flooding
Estimated Cost	$100,000+
Funding	Local budget
Timeline	5 years
Priority	Low
Lead Agency	City Engineer, City Administrator
Status	Not started
Meets Expectations	N/A

NEW MITIGATION ACTIONS

MITIGATION ACTION	CHANNEL/DITCH IMPROVEMENTS
Description	In coordination with the county, deepen and clean out channels and ditches to aid in stormwater management
Hazard(s) Addressed	Flooding
Estimated Cost	$5,000+
Funding	Local and county budgets
Timeline	Ongoing
Priority	Medium
Lead Agency	Streets Department
Status	Ditches are maintained annually.

MITIGATION ACTION	COMMUNITY EDUCATION AND AWARENESS
Description	Continue community education program to increase awareness related to household level mitigation actions, especially focused on flooding.
Hazard(s) Addressed	All hazards
Estimated Cost	Staff time
Funding	Local budget
Timeline	Ongoing
Priority	Medium
Lead Agency	Floodplain Administrator, Emergency Management
Status	Flood map information is available and provided as requested. Utility bills are used to insert educational flyers. Staff attend home shows and other outreach opportunities to provide flood information.

MITIGATION ACTION	COMMUNITY RATING SYSTEM
Description	Develop a strategy to lower Fremont's CRS Class from a 8 to a 6.
Hazard(s) Addressed	Flooding
Estimated Cost	Staff time
Funding	Local budget
Timeline	Ongoing
Priority	Medium
Lead Agency	Floodplain Administrator
Status	Early planning stage

MITIGATION ACTION	COMPREHENSIVE BACKFLOW PREVENTION FOR HOMEOWNERS
Description	Provide comprehensive backflow prevention for homeowners to prevent excess stormwater from backing up into home basements
Hazard(s) Addressed	Flooding
Estimated Cost	$30,000
Funding	Local budget
Timeline	Ongoing
Priority	High
Lead Agency	Floodplain Administrator
Status	Ongoing

MITIGATION ACTION	COMPREHENSIVE DISASTER / EMERGENCY RESPONSE PLAN
Description	Create an EPP to organize the city's response to disasters
Hazard(s) Addressed	All hazards
Estimated Cost	$50,000
Funding	Local budget
Timeline	5 years
Priority	Medium
Lead Agency	City Administrator
Status	Not started

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MITIGATION ACTION	DODGE COUNTY PLATTE RIVER COMMUNITIES FLOOD MITIGATION AND RESILIENCY PLAN
Description	Develop a flood mitigation and resiliency plan to holistically look at local flood risks and measures to reduce them from North Bend to Fremont along the Platte River. The plan will include hydrologic and hydraulic analyses to assess the nature of the flood risks and evaluate flood risk reduction improvement projects. Structural and non-structural mitigation may be considered and prioritized. The conceptual flood risk reduction recommendations will serve to provide a path forward towards implementation and a reduction of further damage to structures and critical facilities.
Hazard(s) Addressed	Flooding
Estimated Cost	$1,000,000
Funding	Water Sustainability Fund, Community Block Grant, HMPG, local budget
Timeline	2-3 years
Priority	High
Lead Agency	Joint Water Advisory Board (Fremont is a partner on the Board); Fremont City Administrator
Status	Initial planning stage; looking for funding alternatives

MITIGATION ACTION	EMERGENCY OPERATIONS CENTER
Description	Set up a permanent Emergency Operations Center
Hazard(s) Addressed	All hazards
Estimated Cost	$15,000+
Funding	Local budget
Timeline	5+ years
Priority	Low
Lead Agency	City Administrator, Fire & Police
Status	Not started

MITIGATION ACTION	IMPROVE FLOOD AND DAM FAILURE WARNING SYSTEM
Description	Evaluate current flood level alert warning system. Install and/or improvement warning system. Install additional gauges as needed.
Hazard(s) Addressed	Flooding
Estimated Cost	$50,000
Funding	Local budget
Timeline	5+ years
Priority	High
Lead Agency	Floodplain Administrator, Emergency Management
Status	Identifying funding alternatives for new stream gauge on Highway 77 bridge south of Fremont on Platte River.

MITIGATION ACTION	IMPROVE HIGHWAY DRAINAGE
Description	Construct culverts and improve the drainage system on the Highway 30 bypass
Hazard(s) Addressed	Flooding
Estimated Cost	$25,000
Funding	Local budget
Timeline	2-5 years
Priority	Medium
Lead Agency	Public Works, County Highway Supervisor, NDOT
Status	Not started

MITIGATION ACTION	NEW DETENTION CELLS
Description	Construct new stormwater detention cells to aid in stormwater management
Hazard(s) Addressed	Flooding
Estimated Cost	$50,000+
Funding	Local budget
Timeline	5+ years
Priority	High
Lead Agency	Public Works
Status	There's a need for detention cells west of town to provide protection to hospital. Johnson Road Cell to be completed by end 2020.

MITIGATION ACTION	NIMS TRAINING
Description	Provide incident management system or emergency response training such as NIMS to city officials
Hazard(s) Addressed	All hazards
Estimated Cost	$10,000
Funding	Local budget
Timeline	Ongoing
Priority	Low
Lead Agency	All departments
Status	Ongoing

REMOVED MITIGATION ACTIONS

MITIGATION ACTION	MAINTAIN PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM
Hazard(s) Addressed	Flooding
Reason for Removal	This project is no longer considered a mitigation action by FEMA

MITIGATION ACTION	STORMWATER SYSTEM IMPROVEMENTS
Hazard(s) Addressed	Flooding
Reason for Removal	Expanded into four new, focused projects

RESOLUTION 2020-142

A Resolution of the City Council of the City of Fremont, Nebraska, adopting the Lower Platte North Natural Resources District Multi-Jurisdictional Hazard Mitigation Plan Update in its entirety.

WHEREAS, the Federal Disaster Mitigation Act of 2000 was signed into law on October 30, 2000, placing new emphasis on state and local mitigation planning for natural hazards and requiring communities to adopt a hazard mitigation action plan to be eligible for pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, a Multi-Jurisdictional Hazard Mitigation Plan was prepared by the Lower Platte North Natural Resources District, with assistance from JEO Consulting Group, Inc. of Lincoln, NE.

WHEREAS, the purpose of the mitigation plan was to lessen the effects of disasters by increasing the disaster resistance of the Natural Resources District and participating jurisdictions located within the planning boundary by identifying the hazards that affect the City of Fremont and prioritize mitigation strategies to reduce potential loss of life and property damage from those hazards, and

WHEREAS, FEMA regulations require documentation that the plan has been formally adopted by the governing body of the City of Fremont in the form of a resolution and further requesting approval of the plan at the Federal Level; and

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Fremont does herewith adopt the Lower Platte North Natural Resources District Multi-Jurisdictional Hazard Mitigation Plan Update in its entirety; and

PASSED AND APPROVED this 14th day of JULY, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

Staff Report

TO: Mayor and City Council

FROM: Jennifer McDuffee, Director of Human Resources

DATE: July 14, 2020

SUBJECT: Approval of International Brotherhood of Electrical Workers (IBEW) Local 1536 Memorandum of Understanding

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Recommendation: Approve motion authorizing the Mayor to sign the Memorandum of Understanding with the IBEW Local 1536 regarding holiday pay for shift workers

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Background:

Local IBEW representatives have approached Administration regarding the holiday pay provision of the current contract. There is some discrepancy between the current contract language and what IBEW believes is past practice for shift workers (staff members working rotating shifts).

City and IBEW representatives have met and agreed upon the attached MOU and corresponding language to offer clarity to holiday eligibility for shift workers.

Fiscal Impact: Unknown. While all holidays are included in the budget, it is not possible to anticipate how many future situations this MOU may impact.

MEMORANDUM OF UNDERSTANDING

The City of Fremont, Nebraska ("City"), and the International Brotherhood of Electrical Workers Local 1536 (IBEW) are parties to a collective bargaining agreement effective October 1, 2017, to September 30, 2021 ("Agreement").

The language contained in the current contract specifically, Article 16, second paragraph, regarding holiday pay, requires modification to reconcile a grievance filed on behalf of the IBEW1536, Josh Knudson, and Jeff Herre.

Therefore, the City and the IBEW (collectively, the "parties") have agreed to enter into the following Memorandum of Understanding ("MOU") to provide necessary changes and additions to the Agreement (Article 16, second paragraph) for the IBEW in regards to holiday pay.

1. Unless otherwise agreed upon herein, this MOU is effective for the term of the Agreement (October 1, 2017 – September 30, 2021).

2. The purpose of this MOU is to resolve a grievance filed on behalf of the IBEW1536, Josh Knudson, and Jeff Herre on or about January 20th 2020.

3. The IBEW and the City agree to modify the language of Article 16, second paragraph as set forth below:
   a. The current language in Article 16, second paragraph, states as followed:

      "Unless on vacation or having made prior arrangements with his department head, an employee must work his full regular working day immediately preceding and following the holiday to receive pay for the holiday. This provision will not apply to shift workers if their regular scheduled day off immediately precedes or follows the recognized holiday."

   b. The parties agree to modify the language in Article 16, second paragraph, to the following:

      "Unless on vacation or having made prior arrangements with his department head, an employee must work his full regular working day immediately preceding and following the holiday to receive pay for the holiday. This provision will not apply to shift workers if their regular scheduled day off immediately precedes or follows the recognized holiday. **When a shift worker is not scheduled to work on a holiday the forgoing does not apply and the shift worker will be credited 8 hours of holiday time"**

4. As a result of this agreement, Josh Knudson will have sixteen (16 hours) hours of holiday time available and Jeff Herre will have eight (8) hours of holiday time available. Said holiday time must be utilized within one hundred and twenty (120) days of the execution of the MOU by both parties.

5. This MOU shall be effective upon execution by both parties and is incorporated herein into the existing Agreement.

City of Fremont, Nebraska	International Brotherhood of Electrical Workers Local 1536 (IBEW)
By: _____	By: _____
Mayor Scott Getzschman	Chris Snyder, Unit Chair IBEW 1536
Date: _____	Date: 7-7-20

Approved by the Fremont City Council on this ____ day of June, 2020.

ATTEST

_____

City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Lottie Mitchell, Executive Assistant/Grant Coordinator
DATE: July 14, 2020
SUBJECT: Consider bid for the Fremont, Farmland, Railroad Levee Tree Removal Project.

Recommendation: Approve Resolution 2020-143.

Background: The Fremont, Farmland, Railroad Levee was breached in two general locations during the March 2019 Flood. The City of Fremont took ownership of the levee shortly after the flood with the goal of repairing, rehabilitating, and maintaining the levee in an effort to provide better flood protection for the City and Village of Inglewood. The levee goals are moving forward on two fronts: breach repair and rehabilitation.

The cost for permanent repairs is expected to be reimbursed by FEMA. The project has not been obligated at this time but is moving through the FEMA processes. A request for proposals for an engineering firm to provide the design and drawings for the permanent repairs is expected to be issued later this year.

The City evaluated best practices to rehabilitate the levee and perform preventative maintenance moving forward. Through the course of research, the U.S. Army Corp of Engineers (USACE) PL 84-99 Maintenance Program was identified as the best option. The PL 84-99 program provides guidance on maintaining the levee once it is rehabilitated and if future damage is sustained, will provide 80% of the cost of repairs. A goal was set to enroll the Levee into the program but a baseline of the current condition of the levee was needed first.

The City and Village applied jointly for a Community Development Block Grant (CDBG) to have an assessment of the current condition of the levee performed and help determine the best course of action towards repairing and rehabilitating the levee. JEO Consulting, Inc. was hired to perform the assessment and have provided information and guidance on considerations for the current condition, permanent repairs, rehabilitation, and maintenance.

The first step in rehabilitating the levee and bringing it up to the USACE PL 84-99 program is to have a woody vegetation free zone on both sides of the levee, 15-feet from either toe. The City was awarded another Community Development Block Grant in the amount of $485,000 for the levee which will cover the cost of the tree removal.

Bid specifications for the tree removal project were released on June 8, 2020 with bids due on July 1, 2020. The specifications outline the tree removal, excavation, backfill and

erosion control requirements. The completion date for the project is February 28, 2021. Seven bids were received. The bid tabulation is below:

Bidder	Lump Sum Bid
ME Collins	$697,000.00
High Plains Enterprises	$282,500.00
Midwest Mechanical	$233,250.00
Sawyer Construction	$840,000.00
J&R Concrete, LLC	$415,000.00
Valley Corp General Contractors	$399,949.79
Terry Hughes Tree Service	$288,500.00

Staff recommends awarding the project to Midwest Mechanical in the amount of $233,250.00. Midwest Mechanical intends to start tree removal August 3, 2020. Residents along the levee were sent a letter notifying them of the upcoming project on June 26, 2020.

Fiscal Impact: None. The cost of the tree removal project is covered by CDBG 19EM002. There is no match required for this grant as it was awarded under the Emergent Threat category.

RESOLUTION NO. 2020-143

A Resolution of the City Council of the City of Fremont, Nebraska, awarding the bid to Midwest Mechanical for the Fremont, Farmland, Railroad Levee Tree Removal Project in the amount of $233,250.00.

WHEREAS, Sealed bids were publicly opened, read and tabulated in the Council Chambers on the 1st day of July 2020 at 12:00 p.m.; and,

WHEREAS, Seven (7) bids were received. Staff recommends Midwest Mechanical be accepted as the lowest responsible bidder.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Fremont, accept the recommendation to approve the award of the Fremont, Farmland, Railroad Levee Tree Removal Project in the amount of $233,250.00 to Midwest Mechanical and authorize Mayor to execute related documents.

PASSED AND APPROVED THIS 14th DAY OF JULY, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

FREMONT, FARMLAND, RAILROAD LEVEE TREE REMOVAL PROJECT
FREMONT, NEBRASKA

THIS AGREEMENT made and entered into this ____ day of _____, 2020, by and between the City of Fremont, Nebraska, Party of the First Part, hereinafter called the "City", and MIDWEST MECHANICAL, Party of the Second Part, hereinafter called the "Contractor".

WHEREAS: The City has advertised for bids from contractors, has received said bids, analyzed same and duly awarded a Contract to the "Contractor", Party of the Second Part, for the design and all tools, labor, materials and delivery necessary to complete the FREMONT, FARMLAND, RAILROAD LEVEE TREE REMOVAL PROJECT, as hereinafter set forth in the Proposal, and related Contract documents to-wit: Notice to Bidders, Instructions to Bidders, and Special Provisions, attached hereto and marked as Exhibit A incorporated herein by reference and considered a part of this contract.

WHEREAS: In making this Agreement, Contractor 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.

NOW, THEREFORE: It is hereby agreed that for the sum of $233,250.00 to be paid by the City to the Contractor, the contractor agrees to furnish all tools, labor and materials necessary as required by the accompanying proposal and specifications, and the aforesaid Contract documents, for the following:

FREMONT, FARMLAND, RAILROAD LEVEE TREE REMOVAL PROJECT

Signature page to follow

IN WITNESS WHEREOF: The Parties of the First and Second Parts have hereto set their hands and seals on the day and year above written.

CITY OF FREMONT, NEBRASKA
Party of the First Part

_____
Scott Getzschman, Mayor

Attest:

_____
Tyler Ficken, City Clerk

MIDWEST MECHANICAL,
Party of the Second Part

By _____
Title: Proj. Mgr.

Exhibit A

NOTICE TO BIDDERS
LEVEE TREE REMOVAL
FREMONT, NEBRASKA

PUBLISH THREE (3) TIMES:
June 10, 2020
June 13, 2020
June 20, 2020

The City of Fremont will receive Bids for the removal of trees and woody vegetation along the Fremont, Farmland, Railroad Levee (Levee).

Sealed bids for the removal of trees and woody vegetation along the Levee will be received by the Office of the Fremont City Clerk located at 400 East Military Avenue, Fremont, NE 68025, until July 1, 2020 at 12:00 p.m. local time, at which time they will be publicly opened and read aloud. All bids received after the scheduled time will be returned to the bidder unopened.

Each bid shall be accompanied by a certified check, cashier's check, or a bank draft on a solvent Nebraska bank insured by FDIC or a bid bond in the amount not less than five percent (5%) of the bid price. That bid security shall be sealed and addressed to the City Clerk, Fremont, Nebraska and labeled on the outside "Fremont, Farmland, Railroad Levee Tree Removal Project". Any bids received from contractors not so qualified will be returned unopened.

The bid security shall guarantee the bidder's good faith to enter into the contract within ten (10) days at the bid price if accepted by the City Council. Any proposal received which is not accompanied by a bid security will not be considered. The bid security of the successful bidder will be returned when the contracts have been signed, filed with and approved by the City. The bid security of the unsuccessful bidders will be returned when their bids are rejected. The City of Fremont hereby reserves the right to accept that bid which, in its judgment, will produce the best job of workmanship and material, whether or not it is the lowest bid; and reserves the right to reject any or all bids and to waive any or all informalities of any proposal.

The contractor and all subcontractors shall be required to provide copies of all necessary insurance certificates and shall be required to maintain all insurance policies for the duration of the project.

The contractor shall substantially complete the work not later than February 28, 2021.

PROJECT DESCRIPTION: TREE CLEARING

EXISTING CONDITIONS

Currently, areas of woody vegetation surround the Levee along most of its length. The woody vegetation includes minor shrubs to trees up to approximately 8-feet in diameter. The woody vegetation exists on the riverside of the levee, within the levee prism, and landside of the levee.

RECOMMENDATION

Description

To reduce the potential for adverse performance and to meet USACE PL 84-99 criteria for unwanted vegetation, it is recommended all woody vegetation within 15-feet of the levee toe, including root-balls, are removed to create a “15’ vegetation clear zone” (clear zone). The USACE’s 15’ clear zone promotes effective levee maintenance/inspection and helps prevent interference with proper levee function.

Where the existing right-of-way (ROW) extends slightly beyond the 15’ clear zone, removals are also recommended. Removing woody vegetation to ROW provides for additional risk reduction and more clearly defines the Levee ROW. Voids created by vegetation and root-ball removal should be backfilled and compacted in a controlled manner. See Appendix A for an example specification for the recommended work.

It is estimated approximately 10 acres of trees need to be removed within the recommended areas. See Appendix B for an overview of the recommended removal extents.

APPENDIX A – TREE CLEARING SPECIFICATION

TREE CLEARING SPECIFICATIONS

PART 1 - GENERAL

1.1 PROJECT CONDITIONS

A. Existing Utilities:

1. There are utilities in the vicinity of the project.
2. CONTRACTOR shall notify the respective utility company(s) and/or "one-call notification center" before commencing work.
3. Neither OWNER nor ENGINEER assumes any responsibility for utility locations being accurately shown, or not shown on the plans.
4. Any reference to utilities in the plans is approximate. CONTRACTOR shall verify the location of any existing utilities within the vicinity of the proposed work.
5. CONTRACTOR shall provide notification of intent to begin construction in advance to allow utility company(s) sufficient time to locate or relocate their utilities.
6. Once the location of the utility(s) has been staked, located or marked, it shall be CONTRACTOR's responsibility to protect these stakes/markings. Any costs for re-staking or remarking shall be CONTRACTOR's expense.
7. CONTRACTOR shall avoid damaging any utility(s). Any such damage caused by CONTRACTOR, CONTRACTOR'S employees, sub-contractors, suppliers or agents will be the responsibility of CONTRACTOR to repair at CONTRACTOR's expense. No additional compensation will be allowed for protecting utility(s) or for repair of any damage caused by CONTRACTOR, CONTRACTOR'S employees, sub- contractors, suppliers or agents.
8. CONTRACTOR shall coordinate utility relocation or reconstruction with the OWNER.

1.2 SURVEY

A. OWNER will provide engineering services to establish horizontal reference points to represent the limits of tree clearing. CONTRACTOR shall be responsible for laying out the work, shall protect and preserve the established reference points and shall make no changes or relocations without prior written approval of the OWNER. Reference points disturbed prior to use shall be reset by the OWNER's surveyor and paid by the CONTRACTOR.

1.3 MIGRATORY BIRDS

A. Migratory birds may nest in vegetation affected by the proposed tree clearing. The primary season for most migratory bird nesting activity in Nebraska is between the dates of April 15 to July 15. However, some migratory birds are known to nest outside of the primary nesting period.

B. No tree or woody vegetation clearing shall be permitted during the nesting season. No tree or woody vegetation clearing shall be permitted outside the nesting season, if active nests are observed.

1.4 INCIDENTAL AND SUBSIDIARY ITEMS OF WORK

A. Any items or materials called for on the plans or in these Specifications that are not measured and paid for directly shall be considered incidental and subsidiary to other items of work for which direct payment is made.

1.5 RIGHT-OF-WAY/EASEMENTS

A. The project shall be constructed within the existing right-of way, acquired easements or land owned by the City of Fremont. Approximate limits are shown on the construction plans. It is the contractor's responsibility to conduct all construction activity within the Limits as set by the surveyor.

B. CONTRACTOR shall exercise all reasonable care in any activities that are conducted in the areas of right of way and easement, to minimize damages to the property. CONTRACTOR'S attention is specifically called to any buildings, fences, drainage structures and other miscellaneous appurtenances to the property.

C. CONTRACTOR shall be solely and completely responsible for any damages caused by CONTRACTOR, CONTRACTOR'S employees, sub-contractors, suppliers or agents to any areas outside of the limited easements, right-of-way and existing property owned by OWNER, as shown on the plans.

D. CONTRACTOR shall be solely responsible for obtaining and shall pay all costs in connection with any additional work area, storage site, access to the site, or temporary right-of-way, which may be required for proper completion of the work above what the OWNER has provided.

E. Staging Area: CONTRACTOR is responsible for obtaining a site for storage of materials and equipment, if additional area is required above what the OWNER has provided (Appendix C).

1.6 SITE ADMINISTRATION

A. CONTRACTOR shall be responsible for all areas of the site used by him and by all Sub- contractors in the performance of the work. He will exert full control over the actions of all employees and other persons with respect to the use and preservation of the property and existing facilities, except such controls as may be specifically reserved to OWNER or others. CONTRACTOR has the right to exclude from the site all persons who have no purpose related to the work or its inspection and may require all persons on the site (except OWNER'S employees) to observe the same regulations as he requires of his employees.

B. CONTRACTOR may use the area within the limited easements, right-of-way and property owned by OWNER, as shown on the plans, for storage and staging, but must not interfere with normal operations of OWNER, without prior written approval from OWNER.

1.7 POWER

A. All power for lighting, construction use, operation of CONTRACTOR's plant or equipment, or for any other use by CONTRACTOR, shall be provided by CONTRACTOR at his sole cost and expense and shall be considered incidental and subsidiary to other items of work for which direct payment is made. No separate payments will be made for this work.

1.8 TEMPORARY FACILITIES

A. Temporary fencing, signage, and/or barricades may be necessary for traffic control, site safety, and exclusion of the general public.

B. Temporary facilities shall be considered incidental and subsidiary to other items of work for which direct payment is made. No separate payments will be made for this work.

1.9 HISTORICAL AND ARCHAEOLOGICAL

A. If, during the course of construction, evidence of deposits of historical or archaeological interest is found, CONTRACTOR shall cease operations affecting the find and shall notify OWNER. No further disturbance of the deposits shall ensue until CONTRACTOR has been notified by OWNER that CONTRACTOR may proceed. Compensation to CONTRACTOR, if any, for lost time or changes in construction resulting from the find shall be determined in accordance with changed or extra work provisions of the Contract Documents.

PART 2 - EXECUTION

2.1 ACCESS REQUIREMENTS

A. Notices: CONTRACTOR shall provide notice to property owners and authorities:

1. CONTRACTOR shall notify owners of adjacent property and utilities when proceeding with the work that may affect them.
2. When it is necessary to temporarily deny access by owners or tenants to their property, or when any utility service connection must be interrupted, CONTRACTOR shall give notices sufficiently in advance to enable the affected persons to provide for their needs. Notices shall conform to any applicable local ordinance and, whether delivered orally or in writing, will include information concerning the interruption and instructions on how to limit their inconvenience.
3. Utilities and other concerned agencies shall be contacted at least 48 hours prior to closing streets or other traffic areas or excavating near underground utilities or pole lines.
4. CONTRACTOR shall regularly advise OWNER of the project status and coordinate with them in a manner to maximize access to property in the construction area in event of an emergency.

B. CONTRACTOR to maintain access for the residents of the area located within the area of the project, as much as possible. CONTRACTOR shall keep driveways and entrances serving adjacent properties clear and available to the property owner or occupant at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site that obstructs access to property.

C. CONTRACTOR shall at all times maintain public access to the neighboring buildings in the project area.

D. CONTRACTOR shall provide temporary approaches and crossings of streets and sidewalks during construction operations. The temporary approaches and crossings shall be maintained by CONTRACTOR in good condition during construction operations.

E. CONTRACTOR to arrange site and premises to allow work by others and OWNER.

F. CONTRACTOR to limit shutdowns of utility services to 4 hours at a time and arrange with OWNER 48 hours in advance of any shutdowns.

G. CONTRACTOR shall take all precautions not to damage buildings, utilities, sidewalks, drives, trees and property that are to remain in place during and after construction activities. CONTRACTOR shall be responsible for any damage and repair at CONTRACTOR's expense.

2.2 VERIFY UTILITY LOCATION

A. CONTRACTOR to verify depth and location of existing utilities prior to any excavation.

2.3 UNFAVORABLE CONSTRUCTION CONDITIONS

A. During unfavorable weather, wet ground or other unsuitable construction conditions, CONTRACTOR shall confine operations to work, which will not be affected adversely by such conditions. No portion of the work shall be constructed under conditions, which would adversely affect the quality or efficiency thereof, unless special means or precautions are taken by CONTRACTOR to perform the work in a proper and satisfactory manner.

B. If the stage of the Platte River is forecasted to rise to 8' or above at the North Bend gage, CONTRACTOR shall cease tree removal operations on the riverside of the levee and immediately begin backfilling any open excavations and removing equipment from the riverside of the levee. Additionally, if the OWNER feels that conditions are unfavorable and there is potential risk to the levee, CONTRACTOR shall cease tree removal operations as directed.

2.4 TREE REMOVAL

A. CONTRACTOR shall remove all trees, shrubs, and woody vegetation within the project tree clearing limits, regardless of size.

B. All vegetation and debris to be removed shall be disposed of by the CONTRACTOR at a secured waste site. Burying debris of any kind is prohibited.

C. The CONTRACTOR is responsible for:

1. Securing waste disposal sites,
2. Obtaining written permission of the owner of the disposal site, and,
3. Securing any required permits. The cost of securing such sites shall be borne by the CONTRACTOR. If requested by the ENGINEER, the CONTRACTOR shall furnish the permit numbers of all required permits for disposal sites.

D. Tree removal will be paid as a PER ACRE item (AC) and NO payment will be made for individual tree removals.

2.5 GRUBBING

A. All trees, stumps, roots and other objects not designated to remain shall be cleared and grubbed. All roots and root balls shall be removed to a minimum depth of four (4) feet below the ground surface.

B. Remove the remaining root system and loose soil from the root ball cavity by excavating the sides of the cavity to slopes no steeper than 1:1 and the bottom of the cavity approximately horizontal.

C. Backfill the excavation with well-compacted lean clay soil placed in relatively thin lifts not greater than about eight inches in loose lift thickness. Compaction of backfilled soils in these tree stump and root ball excavations typically requires the use of manually operated compaction equipment or compaction equipment attached to a backhoe.

D. An effort to minimize local disturbance shall be made.

2.6 SEEDING AND SITE RESTORATION

A. CONTRACTOR shall return all areas disturbed by construction of the project to the original grade or to the finish grade as shown on plans.

B. All backfill and disturbed areas shall have a minimum 6-inches of organic topsoil suitable as a seedbed.

C. Temporary erosion control during construction may be necessary to prevent soil movement into the adjacent waterways. Temporary erosion control measures shall be

considered incidental and subsidiary to other items of work for which direct payment is made.

D. Seed Mixture: The plan quantity shall not be exceeded without prior written approval by the OWNER. Seed shall be applied by drilling at a rate of 100 PLS Lbs/Acre of the following composition:

	Percent of Mix
Tall Fescue	20.0
Perennial Ryegrass	20.0
Smooth Bromegrass	30.0
Oats	30.0

If an application method other than drilling is proposed, it must be approved by OWNER and seeding rate must be adjusted accordingly. Seeding period shall be recommended by supplier OR April 15 – May 30; September 1 – October 15; November 15 – March 15

E. Fertilizer: Fertilizer consisting of Nitrogen-18, Phosphorous-46, Potash-0, shall be applied at a rate of 200 Lbs/Acre prior to seeding.

F. Erosion Control Mulch: Shall be applied to all seeded areas within 48 hours after sowing the seed.

1. Shall consist of dry cured native hay or threshed grain straw. Hay or straw shall be certified as 'noxious weed free' by the County Weed Control Authority or other authorized agent.
2. Mulch shall be applied at a rate of two (2) tons per acre evenly over the seeded ground. Immediately following application, the mulch shall be anchored or crimped-in using suitable equipment to provide a bond to the soil.

G. Contractor shall submit manufacturer's product data and installation instructions to OWNER.

H. The Contractor will be responsible for obtaining 75% vegetation growth following completion of the project. Retainage will be released following acceptance of established vegetation. Contractor may seed outside of the dates listed above only with prior approval by OWNER.

I. Method of Measurement and Pay Unit: Seeding and Site Restoration bid item shall be paid for by the Acre (AC).

1. Includes furnishing and applying fertilizer; furnishing and sowing seed; furnishing and applying mulch; preparation of the seedbed; and for all materials, labor, equipment, tools and incidentals necessary to complete the work.

2.7 REMOVALS

A. Additional removals required due to CONTRACTOR's negligence will be at CONTRACTOR's expense.

B. CONTRACTOR shall consider removals to be incidental and subsidiary to the other items of work for which direct payment is made. No separate payments will be made for this work.

2.8 DISPOSAL OF REMOVALS

A. All disposal of any material that is removed shall be done in strict compliance with all applicable State, Federal and Local laws and rules and regulations.

B. Trees: All trees and stumps removed shall be disposed of by CONTRACTOR at the CONTRACTOR's own disposal site and at CONTRACTOR's expense.

C. Miscellaneous: CONTRACTOR shall be responsible for the disposal of any miscellaneous items at CONTRACTOR's own disposal site and at CONTRACTOR's expense.

2.9 CONSTRUCTION STAKING

A. The OWNER will hire a surveyor to stake the horizontal limits of tree clearing.

2.10 MUD, DEBRIS AND GENERAL HOUSE KEEPING

B. The CONTRACTOR shall make the necessary precautions to keep mud and debris from being deposited on local roads. Should mud or debris get on the roads, contractor shall remove immediately at no cost to the OWNER.

C. The CONTRACTOR shall keep the premises free of waste materials, trash or rubbish at all times. CONTRACTOR shall routinely remove and properly dispose of waste material and rubbish off site. Disposal on site is not permitted.

D. The CONTRACTOR shall wash out trucks and other equipment at a designated location approved by the OWNER. No dumping or spillage will be allowed on site.

E. Fuel, diesel fuel, or other contaminants shall be handled in an appropriate manner. If in the event of contamination of soil or water resources, the CONTRACTOR will be responsible for all costs associated with the cleanup of the contaminant.

F. Caution shall be taken by the CONTRACTOR in preventing any dust which may become a hazard to local residents and vehicles on adjacent roads. The contractor shall control dust at all times and may require periodic operation of water trucks.

2.11 CLEANUP

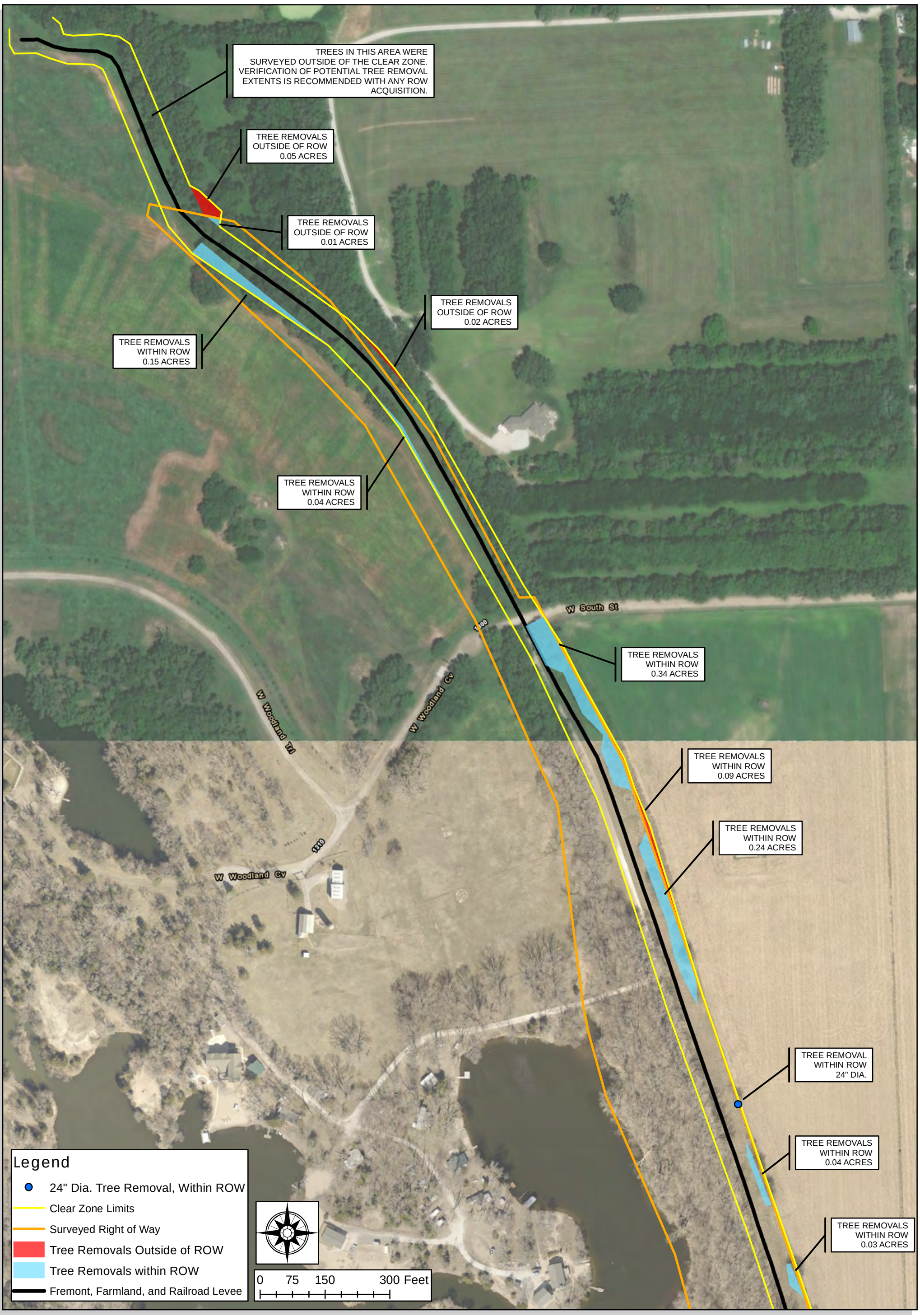
A. CONTRACTOR shall keep the cleanup of the project current with the construction and to the satisfaction of the OWNER.

B. During construction, areas to be maintained for traffic shall be kept clear of all hazardous materials, including but not limited to construction debris, dust, and mud.

C. CONTRACTOR shall clean roads in project area whenever mud, dirt or debris is tracked onto to the roads as a result of the activities of CONTRACTOR, by his/her employees, sub-contractors, suppliers or agents.

END OF SECTION

APPENDIX B – Recommended Tree Clearing Locations



Created By: MRG
Date: 02/17/2020
Revised: 04/28/2020
Software: ArcGIS 10.7.1
Project: 190908.00

This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this

Figure 18: Tree Removal
Levee Evaluation

Fremont, NE

JEO CONSULTING GROUP INC

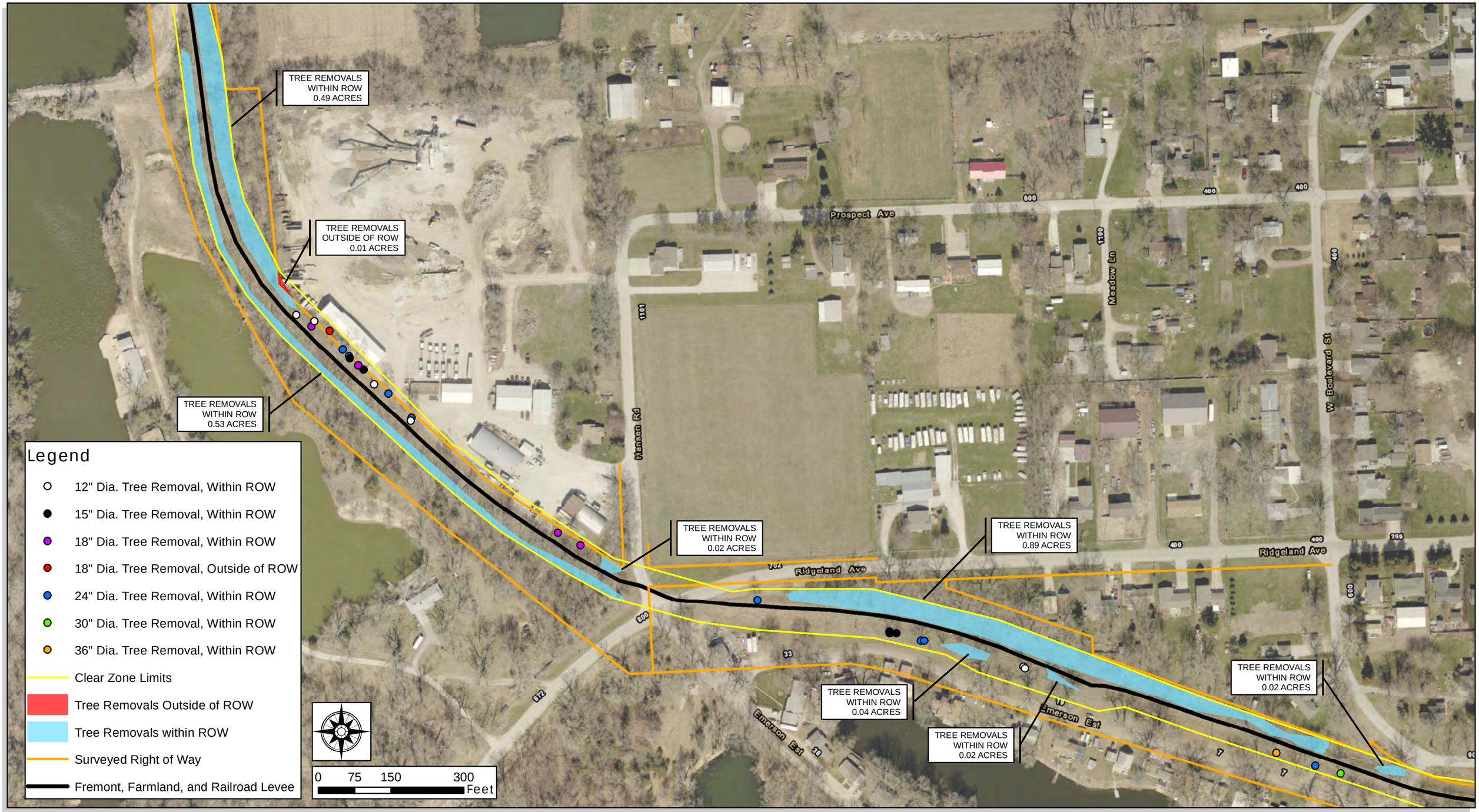
Created By: MRG
Date: 02/17/2020
Revised: 04/20/2020
Software: ArcGIS 10.7.1
Project: 190908.00

This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this

Figure 19: Tree Removal Levee Evaluation

Fremont, NE

JEO CONSULTING GROUP INC



Created By: MRG
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Figure 20: Tree Removal

Levee Evaluation

Fremont, NE

JEO CONSULTING GROUP INC

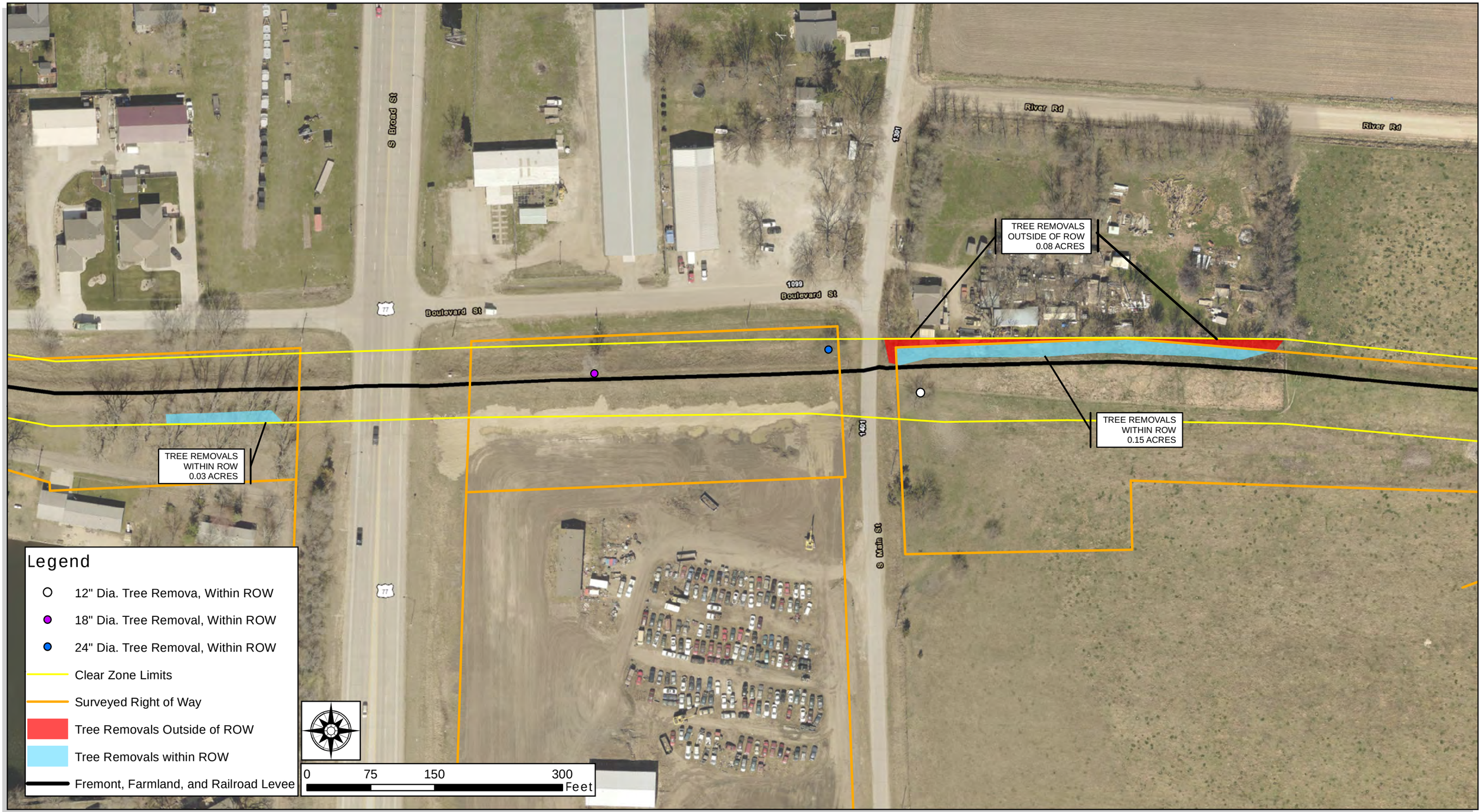

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Figure 21: Tree Removal

Levee Evaluation

Fremont, NE

JEO CONSULTING GROUP INC

APPENDIX C – Staging Area provided by OWNER

APPENDIX C: Proposed Staging Area provided by OWNER.

Bid Package Requirements

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

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

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

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

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

*fixed at 41 U.S.C. 403(11) (currently set at $150,000)

CIVIL RIGHTS AND EQUAL OPPORTUNITY PROVISIONS

Public Law 88-352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d), et. seq.) (24 CFR part 1).
The law provides that, "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

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

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

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

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

CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

Name of Prime Contractor	**Project Name and Number**

The undersigned herby certifies that:

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

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

(c) No segregated facilities will be maintained.

Name & Title of Signer (Print or Type)

Signature	**Date**

CONTRACTOR
Section 3 Plan

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

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

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

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

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

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

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

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

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

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

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

SPECIAL EQUAL OPPORTUNITY PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

ACCESS TO AND MAINTENANCE OF RECORDS

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

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

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

Conflict of Interest

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

CLEAN AIR AND WATER ACTS – REQUIRED CLAUSES

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

During the performance of this contract:

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

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

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

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

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: NE20200038 01/03/2020

Superseded General Decision Number: NE20190038

State: Nebraska

Construction Type: Heavy

County: Dodge County in Nebraska.

HEAVY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/03/2020

* ELEC0022-005 06/01/2019

	Rates	Fringes
ELECTRICIAN	$ 37.20	16.07

SUNE2011-005 08/31/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 18.75	3.25
LABORER: Common or General	$ 11.69	1.31
LABORER: Pipelayer	$ 14.23	0.39
OPERATOR: Backhoe/Excavator/Trackhoe	$ 18.23	2.31
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 19.47	4.07

OPERATOR: Bulldozer.....$ 15.95 3.04

OPERATOR: Loader.....$ 16.79 1.09

OPERATOR: Scraper.....$ 14.89 2.06

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

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END OF GENERAL DECISION
"

Addendum One

PROJECT: City of Fremont
Levee Tree Removal Project

DATE OF ISSUE: June 18, 2020

BID DUE DATE: July 1, 2020 at 12:00 p.m.

NOTICE:

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

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

CHANGES TO BID SPECIFICATIONS:

Addition of Bid Form. See attached.

Addition of Pre-Bid Meeting scheduled for Tuesday, June 23, 2020 at 9:00 a.m. Interested parties should meet at the intersection of Pierce and South Streets and park long South Street.

Attention: Lottie Mitchell
City of Fremont

Subject: Fremont, Farmland, Railroad Levee Tree Removal Project

Bids Due: July 1, 2020 at 12:00 p.m., local time
City of Fremont
400 East Military Avenue
Fremont, NE 68025

Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by the City of Fremont, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. LUMP SUM BID: _____ $ _____
   (In Words) (Figures)
2. SUBCONTRACTORS

   Tree Removal _____

   Grading _____

3. ACKNOWLEDGEMENT OF ADDENDA
   The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

   Addendum No. ____, dated _____.
   Addendum No. ____, dated _____.

4. BID SECURITY
   Bond, cashiers or certified check, or certified share draft in the amount of five percent (5%) of the base bid, including alternates, in a separate attached envelope. Bid security shall be made payable to the City of Fremont. Performance Bond and Labor, Material and Payment Bond will be required by the successful bidder in the full amount of the contract.

5. TIME OF COMPLETION
   The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Owner and shall fully complete the Work within the timeline specified in these documents.

6. This Bid will remain subject to acceptance for 45 days after the day of bid opening.

Dated this _____ day of _____ 2020.

Signed by _____

Bid of _____
(Company Name)

_____
(Address)

_____
(City, State, Zip Code) (Telephone)

A corporation organized and existing under the State of _____, a partnership or an individual.

END OF BID FORM

Addendum Two

PROJECT: City of Fremont
Levee Tree Removal Project

DATE OF ISSUE: June 25, 2020

BID DUE DATE: July 1, 2020 at 12:00 p.m.

NOTICE:

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

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

PRE-BID MEETING SIGN-IN LIST:
The pre-bid meeting sign-in list is attached in this addendum.

QUESTIONS:

Q: The Bid Specifications state 'tree removal will be paid as a PER ACRE item and no payment will be made for individual tree removals' but the Bid Form requests for a LUMP SUM bid. Which method is preferred?

A: Submit bids in a LUMP SUM BID format.

Q: Can the contractor bring their own tree grinder and set it up at the provided staging area with the option of either the Contractor or the City utilizing the mulch generated?

A: Yes. Contractor to work with Owner on where to set up tree grinder within the provided staging area. All debris that is not ground into mulch shall be disposed of by the Contractor. The Contractor has option to utilize the mulch generated or leave for City's consumption.

Q: What grade shall the Tree Clearing Zone be returned to?

A: Return the Tree Clearing Zone and areas where tree removal was performed to current grade, as close as possible.

Q: Who owns the fences and do they need to be replaced if damaged?

A: Ownership of the fences will be determined once the property lines have been staked. If the fence is determined to be of the City's ownership, it is not required to be replaced. If the fence is determined to be of private property ownership, the fence shall be replaced by the Contractor. All gates on the levee, if damaged, shall be repaired/replaced at the Contractor's expense.

Q: Can equipment be used on top of the levee structure?

A: Yes, equipment may be used on top of the levee structure. The Contractor shall restore the levee structure and elevation to the existing condition and height if damaged.

Q: Is it possible to get a construction easement?

A: The City is finalizing a construction easement of 50 feet from the eastern boundary line towards the East for the area starting at South Street extending southward to the property owned by Goree Excavation.

Q: Is it allowable to burn the tree debris within the construction easement?

A: Burning of vegetation and debris is prohibited on site and also within the construction easement.

Q: Will a compaction test be performed?

A: Compaction testing would be performed by a third-party testing company.

Q: What is the expectation for existing deadfall in the areas that need to be cleared?

A: Deadfall within the 15-foot tree clearing zone shall be removed.

Q: The root systems that are excavated – is the material expected to be hauled out or spread on the ground where it was excavated?

A: The root system is expected to be removed and hauled out.

Q: What is the expectation for twigs, etc. that break off and are laying on the ground? Is there a diameter of material that is acceptable to leave lay?

A: The goal of the project is to create a 15-foot clear zone on either side of the levee. All vegetation and debris shall be removed.

Q: Will there be liquidated damages?

A: If Contractor shall neglect, refuse, or fail to complete the work within the contract time for completion and readiness for final payment, Contractor shall pay Owner $1,000 for each day that expires after such time until the work is completed and ready for final payment.

PRE-BID MEETING SIGN-IN

PROJECT: City of Fremont
Tree Removal for Fremont, Farmland, Railroad Levee

MEETING DATE: June 23, 2020, 9:00 a.m.

LOCATION: Met at intersection of South and Pierce Streets. Walked the Fremont, Farmland, Railroad Levee

CONTACT	COMPANY	PHONE/EMAIL
Lottie Mitchell	City of Fremont	Phone: 402-727-2624 Email: Lottie.mitchell@fremontne.gov
Micah Messick	High Plains Enterprises	Phone: 402-405-1828 Email: micah@highplainsnebraska.com
Jim Niewohner	Niewohner Construction	Phone: 712-423-3805 Email: niecon@longlines.com
Chad Nelson	Hughes Tree Service	Phone: 402-306-1885 Email: chad@hughestree.com
April Seamann	ME Collins	Phone: 402-443-3663 Email: jerry@mecollinscontracting.com
Scott Hensly	Midwest Mechanical	Phone: 712-216-1994 Email: shensly@mwmindustrial.com
Matt Pruss	Pruss Excavating	Phone: 402-720-1011 Email: matt@prussexcavation.com
Tom Sawyer	Sawyer Construction	Phone: 402-306-7516 Email: tomb@sawyerconstructionco.com
Stacy Hughes	Hughes Tree Service	Phone: 402-306-1903 Email: stacy@hughestree.com
Jarett Doernemann	Doernemann Construction	Phone: 402-649-1031 Email: none listed
Jeremy Doernemann	Doernemann Construction	Phone: 402-750-7982 Email: jeremy@doernemannconstruction.com

Attention: Lottie Mitchell
City of Fremont

Subject: Fremont, Farmland, Railroad Levee Tree Removal Project

Bids Due: July 1, 2020 at 12:00 p.m., local time
City of Fremont
400 East Military Avenue
Fremont, NE 68025

Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by the City of Fremont, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. LUMP SUM BID: Two Hundred Thirty Three Thousand and AND Two Hundred Fifty DOLLARS $ 233,250
(In Words) (Figures)

2. SUBCONTRACTORS

Tree Removal J PETTIECORD BONDURANT IOWA

Grading /

3. ACKNOWLEDGEMENT OF ADDENDA
The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1, dated 6/18/20.
Addendum No. 2, dated 6/25/20.

4. BID SECURITY
Bond, cashiers or certified check, or certified share draft in the amount of five percent (5%) of the base bid, including alternates, in a separate attached envelope. Bid security shall be made payable to the City of Fremont. Performance Bond and Labor, Material and Payment Bond will be required by the successful bidder in the full amount of the contract.

5. TIME OF COMPLETION
The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Owner and shall fully complete the Work within the timeline specified in these documents.

6. This Bid will remain subject to acceptance for 45 days after the day of bid opening.

Dated this 1ST day of July 2020.

Signed by [signature]

Bid of MIDWEST MECHANICAL IND. SERV.
(Company Name)

2602 MAGRATRL PO BOX 164
(Address)

LOGAN IOWA 51546 712-216-1994
(City, State, Zip Code) (Telephone)

A corporation organized and existing under the State of IOWA, a partnership or an individual.

END OF BID FORM

CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

MIDWEST MECHANICAL IND SERV
Name of Prime Contractor

FREMONT FARMLANDS RAILROAD LEVEE TREE REMOVAL PROJECT
Project Name and Number

The undersigned herby certifies that:

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

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

(c) No segregated facilities will be maintained.

Scott J. Hensley PROJECT MANAGER
Name & Title of Signer (Print or Type)

Signature

7-1-20
Date

CONTRACTOR
Section 3 Plan

MIDWEST MECH INDS SERV agrees to implement the following specific affirmative action steps directed at increasing the utilization of lowest income residents and businesses within the Village/City/County of FREMONT NE.

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

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

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

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

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

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

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

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

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

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

SPECIAL EQUAL OPPORTUNITY PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

ACCESS TO AND MAINTENANCE OF RECORDS

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

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

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

Conflict of Interest

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

CLEAN AIR AND WATER ACTS – REQUIRED CLAUSES

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

During the performance of this contract:

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

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

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

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

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Midwest Mechanical Industrial Services, L.L.C.
PO Box 164
Logan, IA 51546

SURETY:
(Name, legal status and principal place of business)

Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306-3498

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Fremont
400 E. Military Avenue
Fremont, NE 68025

BOND AMOUNT: $ Five Percent (5%) of the Total Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Fremont, Farmland, Railroad Levee Tree Removal Project, Fremont, NE

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of June 2020

(Witness)

Midwest Mechanical Industrial Services, L.L.C.
(Principal) *(Seal)*

(Title)

D J Mose
(Witness) D J Mose

Merchants National Bonding, Inc.
(Surety) *(Seal)*

(Title) Wendy A. Lewis, Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
MERCHANTS NATIONAL BONDING, INC. • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

ADDENDUM TO BOND

This Addendum is in reference to the bond(s) to which it is attached.

Merchants National Bonding, Inc. ("Merchants") deems the digital or electronic image of Merchants' corporate seal below affixed to the bond(s) to the same extent as if a raised corporate seal was physically stamped or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s).

All terms of the bond(s) remain the same.

Signed and effective March 23, 2020.

MERCHANTS NATIONAL BONDING, INC.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

By: Larry Taylor
Larry Taylor, President

MERCHANTS
BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Wendy A. Lewis

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of March, 2020.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 5th day of March, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of June, 2020.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Brian Newton, City Administrator

DATE: July 14, 2020

SUBJECT: Interlocal Agreement for Rod & Gun Club breach repair

Recommendation: Motion to approve an Interlocal Agreement with Dodge County and Lower Platte North Natural Resources District to share costs for the repairs to the Rod & Gun Club breach and authorize the Mayor to sign the agreement.

Background: At the June 30, 2020 City Council meeting, Council approved resolution 2020-127 to appropriate funds not to exceed $50,000 for the City's share of the repairs to the Rod & Gun Club breach. The appropriation is a portion of the local match required by the Community Development Block Grant (CDBG) that was awarded to Dodge County to repair the breach. The agreement stipulates that the City, Dodge County, and Lower Platte North Natural Resources District will share the largest portion of the local match evenly. The remaining, smaller portion of the local match will be paid by the Rod & Gun Club.

Staff recommends approval of the agreement and to authorize the Mayor to sign it.

Fiscal Impact: Executing the interlocal agreement has no fiscal impact. City Council approved $50,000 matching funds toward the project at the June 30, 2020 meeting.

INTERLOCAL COOPERATION ACT AGREEMENT
PLATTE RIVER BREACH REPAIR PROJECT
DODGE COUNTY

This Interlocal Cooperation Act Agreement hereinafter called "Agreement" entered into between the hereinafter , in reference the Platte River Breach Repair Project, Dodge County, Nebraska, hereinafter referred to as the "Project", is made and entered into by the following political subdivisions of the State of Nebraska, hereinafter, hereinafter referred to individually as "Partner" and collectively as "Partners", to wit:

City of Fremont (City)
Dodge County (County)
Lower Platte North Natural Resources District (LPNNRD)

Whereas, the Partners are political subdivisions of the State of Nebraska.

Whereas, 2019 flood events along the Lower Platte River caused a substantial breach in the embankment on the west end of Fremont Rod & Gun Club property, resulting in substantial damage to private property and public infrastructure.

Whereas, the Partners assisted with emergency repair in early 2020, to divert Platte Water flood flows from reentering the breach opening on the west end of Fremont Rod & Gun Club property until more substantial repair can occur.

Whereas, as a result of dredging activities planned at Lake Ventura in 2020, there is an opportunity to engineer, shape and stabilize resulting dredge material for placement in the breach area opening, at a total estimated Project cost of $612,380.

Whereas, the County will act as the fiscal agent for the repair and has applied for a $450,000 Economic Development Assistance Grant through the Nebraska Department of Economic Development to assist with the Project.

Whereas, the Fremont Rod & Gun Club has provided approximately $20,000 in the project area and will provide up to an additional $12,380 toward the local share of the Project.

Whereas, the Partners desire to assist with the remaining local share of Project expense, up to $50,000 each, totaling $150,000.

Whereas, the City will obtain and hold all necessary public easements for the Project from the Fremont Rod & Gun Club and be the public entity applicant for future disaster assistance.

Whereas, the Partners will enter into a future agreement with the Fremont Rod & Gun Club addressing Project operation and maintenance responsibilities.

Therefore, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the Partners agree as follows:

1. **Authority:** This Agreement is made pursuant to authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. 13-801, R.R.S., 1943, et seq.), without a separate entity being created, and whenever possible, this Agreement shall be construed in conformity therewith.

2. **Purposes:** The purpose of this Agreement is to define the Partners responsibilities for financial assistance and future operation and maintenance of the completed Project.

3. **Securing Project Easements:** The City agrees to secure all needed Project easements

from the Fremont Rod & Gun Club, hold the easements for public benefit and file them with the Dodge County Register of Deeds.

4. **Project Funding Assistance:** The Partners agree to each provide up to $50,0000 financing toward the completed Project.

5. **Project Operation and Maintenance:** As a requirement for participation with the Project, the Partners will enter into a separate agreement with the Fremont Rod & Gun Club, to identify operation and maintenance responsibilities of the completed Project and to indemnify, protect and hold the Partners harmless from all claims directly and indirectly related to the Project.

6. **Effective Date of Agreement:** This Agreement becomes effective upon final execution by the Partners. The original copy of this Agreement will be maintained as part of the public records of City, with a copy being provided to the Partners. The Agreement may be signed in counterparts, as necessary.

7. **Duration of Agreement:** This Agreement shall extend from the date of execution by both Partners and will remain in effect unless all Partners mutually agree to amend, addend, or terminate the Agreement

IN WITNESS WHEREOF,

This Interlocal Cooperation Act for Platte River Breach Repair Project, is executed by the City of Fremont on this _____day of _____, 2020.

City of Fremont

By:_____
Scott Getzschman

Title:___Mayor_____

IN WITNESS WHEREOF,

This Interlocal Cooperation Act for the Platte River Breach Repair Project,
is executed by Dodge County on this _____day of _____, 2020.

Dodge County

By:_____
Bob Missel

Title:_Chairman_____

IN WITNESS WHEREOF,

This Interlocal Cooperation Act for the Platte River Breach Repair Project, is executed by the Lower Platte North Natural Resources District on this _____day of _____, 2020.

Lower Platte North Natural Resources District

By:_____
Gene Ruzicka

Title:__Chairman_____

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Brian Newton, City Administrator

DATE: July 14, 2020

SUBJECT: SE Beltway contributions from City Partners: Dodge County, Wholestone Farms, and Fremont Beef

Recommendation: Motion to approve an Interlocal Agreement with Dodge County and Payment Agreements with Wholestone Farms and Fremont Beef and authorize the Mayor to sign the agreements.

Background: At the June 30, 2020 City Council meeting, Council approved a supplemental agreement with the Nebraska Department of Transportation for additional funding for the SE Beltway. A portion of the additional funding is being provided by City partners: Dodge County, Wholestone Farms, and Fremont Beef. The attached Interlocal Agreement with Dodge County and Payment Agreements with Wholestone Farms and Fremont Beef legally bind these partners into making future payments for the SE Beltway to the City.

Fiscal Impact: None, payments will be made by the partners for their portion of the required payments by the City to the State.

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into as of this ____ day of _____, 2020, by and between Dodge County ("County") and the City of Fremont ("City") hereafter individually called the "Party" and collectively called the "Parties."

WHEREAS, The Interlocal Cooperation Act of the State of Nebraska, being specifically Neb. Rev. Stat. §13-801 et. seq., allows separate political subdivisions to cooperate on the basis of mutual advantage to provide for joint undertakings, services and facilities, in a manner and pursuant to forms of governmental organization that will accord with best geographic, economic, population, and other factors influencing the needs and developments of local communities;

WHEREAS, the State of Nebraska Department of Transportation (NDOT) requested the City, as well as local public/private partners contribute $10 million towards the $20 million cost overrun so the SE Beltway, south of Fremont, could be completed;

WHEREAS, the Dodge County Supervisors agreed that the completion of the SE Beltway is in the best interest of the County and thus approved a contribution of $1 million towards the cost overrun of the SE Beltway;

WHEREAS, the Fremont City Council agreed that the completion of the SE Beltway is in the best interest of the City and thus approved a contribution of up to $1.5 million towards the cost overrun of the SE Beltway;

WHEREAS, the Parties agree that by contributing to cost overrun for the SE Beltway, the State of Nebraska will proceed to award the bid to build and construct the beltway to satisfy the interests of the Parties and to meet a three-year completion target;

WHEREAS, it is necessary for the Parties to enter into an agreement to set forth their respective rights, duties and obligations, and:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS;

I. <u>Purpose.</u>
   A. To contribute to the cost of the SE Beltway, it is the intent of the Parties, individually, that:
      1. Each Party, at their own expense, will obtain approval from its governing body of this certain Interlocal Cooperation Agreement; and
      2. Each Party will obtain authorization from its governing body for an appropriation of funds (as stated below) to contribute to the cost of the SE Beltway.

   B. To contribute to the cost overrun of the SE Beltway, it is the intent of the County to pay the City $1 million over a three-year period, as follows:
      i. The first payment of $333,333.33 by July 31, 2020,

ii. The second payment of $333,333.33 by July 31, 2021, and
iii. The third and final payment of $333,333.34 by July 31, 2022.

C. To contribute to the cost overrun of the SE Beltway, it is the intent of the City to pay up to $1.5 million over a three-year period, as follows:
   i. The first payment of up to $500,000.00 by June 30, 2020,
   ii. The second payment of up to $500,000.00 by June 30, 2021, and
   iii. The third and final payment of up to $500,000.00 by June 30, 2022.

D. The City and the NDOT will amend the current Municipality Preliminary Financial Agreement between the City and the NDOT, so the City will be responsible to collect annual payments from the County (as stated above) and submit each payment as contributions to the cost of the SE Beltway on behalf of the County to NDOT.

II. Authority: The authority for this Agreement is that authority granted by law, including without limitation the general powers of each Party, the Nebraska Interlocal Cooperation Act, Article 8 of Chapter 13, Neb. Rev. Stat § (1943);

III. Terms of Agreement. This Agreement shall be effective beginning on _____ _____, 2020, and shall expire after the July 31, 2022 third and final payment from the County has been received, submitted, and paid by the City to the NDOT. Prior to the expiration of this Agreement, any Party may give the other Parties thirty (30) days written notice of the notifying Party's desire to renegotiate this Agreement. During the pendency of these negotiations this Agreement will remain in full force and effect.

IV. Withdraw and/or Termination:
   A. A party may terminate this Agreement for convenience at any time for any reason by giving the other Party one year's written notice. Each party shall be liable for its share of contribution to the cost of the SE Beltway specified herein until the effective date of the termination.
   B. This Agreement may be terminated for a material breach not cured within a reasonable time following written notice. Such notice, to be effective must describe the breach or breaches complained of and provide a reasonable time to cure, not less than 45 days from receipt of notice, only the payment of money, in which case such time may be 30 days. Following a failure to cure the non-breaching Party may notify the remaining Parties in writing that the Agreement is terminated as to the breaching Party effective in ninety (90) days following the receipt of such notice. Each Party shall be liable for its share of all costs specified herein until the effective date of the termination.
   C. The Parties herein reserve the right, by written request sent by certified mail from the notifying Party to the other parties, to amend as provided herein any provision of this Agreement. If on or after 180 days of such amendment notice, amendment negotiations fail, then a Party may notify the others in writing of that Party's intent to withdraw and that the notifying Party's participation in this agreement is

terminated following ninety (90) days after the withdrawal notice. All such notices provided for in this section shall be sent by certified mail as identified in Paragraph XIX.

V. Entire Agreement. This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by any Party other than those that are expressly set forth herein. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No agent, employee or other representative of any Party is empowered to alter any of the terms hereof except as provided herein.

VI. Amendments/Modification. This Agreement may be modified for any reason, including but not limited to adding another Party. Said modification shall be made by written addendum, approved and executed by the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made pursuant to an addendum. Every addendum shall specify the date on which its provisions shall be effective.

VII. Assignment. None of the Parties may assign its rights under this Agreement.

VIII. Successors and Assigns Bound by Covenants. All covenants, stipulations, and agreements herein shall inure to the benefit of the Parties and extend to and bind the legal representatives, successors, and assigns of the Parties

IX. Waiver. The failure of a Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by a Party which it is not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

X. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

XI. Indemnification/Liability. To the extent permitted by law, each Party (as “indemnitor”) agrees to indemnify, defend, and hold harmless each of the other Parties (as “indemnitee(s)”) from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney’s fees (hereinafter collectively referred to as “claims”) arising out of bodily injury, including death, or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee(s), are caused by the act, omission, negligence, misconduct, or other

fault of the indemnitor, its officers, officials, agents, employees, or volunteers. These indemnification provisions are not intended to waive a Party's sovereign immunity. A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivisions Tort Claims Act or other applicable provisions of law.

XII. Notification of Claims and Lawsuits. In the event that a claim or lawsuit is brought against a Party for any matters related to this Agreement, it shall be the duty of that Party to notify the other Parties of said claim or lawsuit.

XIII. Sovereign Immunity. Nothing in this Agreement shall be construed as an express or implied wavier of the sovereign immunity of any Party in any forum or jurisdiction.

XIV. No Third Party Rights. This Agreement is not intended to, nor shall it provide third parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that this Agreement's indemnification provision shall also inure to the benefit of a Party's employees, officers, agents and servants.

XV. Applicable Law/Venue. This Agreement shall be construed and all of the rights, powers and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Nebraska. Venue for any action under this Agreement shall be in Fremont, Nebraska, Dodge County District Court or for any federal action, it shall be in United States District Court for the State of Nebraska.

XVI. Nondiscrimination. The Parties, in the performance of this Agreement, shall not discriminate in violation of the Federal or State law or local ordinances. In accordance with state and federal law, the Parties shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, age, religion, sex, disability, national origin or similar protected status of the employee or applicant.

XVII. Notice and Authorized Representatives. Notice, required under this Agreement, shall be delivered in writing and shall be effective upon receipt by the authorized representative. Delivery shall be made by certified mail, return receipt requested. For purposes of Notice, following individuals are the authorized representatives of the Parties:

DODGE COUNTY
County Clerk
725 N Park Ave
Fremont, NE 68025
(402) 727-2767

CITY OF FREMONT
City Clerk

400 E Military Ave
Fremont, NE 68025
(402) 727-2630

XVIII. Joint Work Product. This Agreement is the joint work product of the Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any Party by reason of document preparation.

XIX. Authority. Each of the persons signing below warrant and represent that they have the authority to enter into this Agreement and to bind the parties hereto.

XX. No Separate Legal Entity. This Agreement does not create a separate legal entity under the Interlocal Cooperation Act. For purposes of that Act, this Agreement shall be administered jointly by the Parties, in the event of a conflict, the majority decision of the Parties shall govern.

XXI. Independent Contractor. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that the parties or their personnel, employees, agents, contractors or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or constructed to be the employee or agent of the other for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Neither Party shall have any authority to bind the other by or with any contract or agreement nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other.

XXII. Multiple Counterparts: This agreement, involving numerous parties, may be executed in multiple counterparts each of which may bear the signatures of less than all of the parties hereto, and it shall be in full force and effect even if so executed.

XXIII. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any section.

XXIV. Dispute Resolution. Any Dispute which, in the judgement of a Party to his Agreement, may affect the performance of such Party shall be reduced to writing

and delivered to the other Parties. As soon as possible thereafter, the Patties authorized representatives shall schedule a face to face meeting to resolve the dispute in a mutually satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting shall take place within ten (10) business days after service of the written statement of dispute. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein. If the Parties are unable to resolve their dispute using the process described above, the Parties may commence a legal action against the other Party.

XXV. Public Employer Contract Provision (Ne Rev. Stat. 4-114(2). Pursuant to and in order to bin compliance with Neb. Rev. Stat. §4-114(2), each Party 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 physically performing services within the State of Nebraska.

XXVI. Public Benefits – Neb. Rev. Stat. §§4-108 – 113. No party is an individual or sole proprietorship. Therefore, no Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§4-108 – 113.

COUNTY OF DODGE, FREMONT NEBRASKA,
A Nebraska Political Subdivision

By:_____
Bob Missel, Dodge County Board Chairman

Date: _____

Attest:

_____
Fred Mytty, County Clerk

Approved as to Form:

_____
Dodge County Attorney

CITY OF FREMONT, FREMNT NEBRASKA,
A Nebraska Political Subdivision

By:_____
Scott Getzschman, Mayor

Date: _____

Attest:

_____
Tyler Ficken, City Clerk

Approved as to Form:

_____
City Attorney

PAYMENT AGREEMENT

THIS AGREEMENT is entered into as of this ____ day of _____, 2020, by and between Fremont Beef Company, Inc. ("Fremont Beef") and the City of Fremont ("City") hereafter individually called the "Party" and collectively called the "Parties."

WHEREAS, the State of Nebraska Department of Transportation (NDOT) requested the City, as well as local public/private partners contribute $10 million towards the $20 million cost overrun so the SE Beltway, south of Fremont, could be completed;

WHEREAS, Fremont Beef has agreed that the completion of the SE Beltway is in the best interest of the company and thus approved a contribution of $114,000.00 towards the cost overrun of the SE Beltway;

WHEREAS, the Fremont City Council agreed that the completion of the SE Beltway is in the best interest of the City and thus approved a contribution of up to $1.5 million towards the cost overrun of the SE Beltway;

WHEREAS, the Parties agree that by contributing to cost overrun for the SE Beltway, the State of Nebraska will proceed to award the bid to build and construct the beltway to satisfy the interests of the Parties and to meet a three-year completion target;

WHEREAS, it is necessary for the Parties to enter into an agreement to set forth their respective rights, duties and obligations, and:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS;

I. Purpose.

A. To contribute to the cost of the SE Beltway, it is the intent of the Parties, individually, that:

1. Each Party, at their own expense, will obtain approval from its governing body of this certain Payment Agreement; and
2. Each Party will obtain authorization from its governing body for an appropriation of funds (as stated below) to contribute to the cost overrun of the SE Beltway.

B. To contribute to the cost overrun of the SE Beltway, it is the intent of Fremont Beef to pay the City $114,000.00 over a three-year period, as follows:

i. The first payment of $38,000.00 by June 30, 2020,
ii. The second payment of $38,000.00 by June 30, 2021, and
iii. The third and final payment of $38,000.00 by June 30, 2022.

C. The City and the NDOT will amend the current Municipality Preliminary Financial Agreement between the City and the NDOT, so the City will be responsible to collect the annual payments from Fremont Beef (as stated above) and submit

each payment as a contribution to the cost overrun of the SE Beltway on behalf of Fremont Beef to NDOT.

II. Terms of Agreement. This Agreement shall be effective beginning on _____ _____, 2020, and shall expire after the June 30, 2022 third and final payment from the Fremont Beef has been received, submitted, and paid by the City to the NDOT.

III. Withdraw and/or Termination:
This Agreement may be terminated for a material breach not cured within a reasonable time following written notice. Such notice, to be effective must describe the breach or breaches complained of and provide a reasonable time to cure, not less than 45 days from receipt of notice, only the payment of money, in which case such time may be 30 days. Following a failure to cure the non-breaching Party may notify the remaining Parties in writing that the Agreement is terminated as to the breaching Party effective in ninety (90) days following the receipt of such notice. Each Party shall be liable for its share of all costs specified herein until the effective date of the termination.

IV. Entire Agreement. This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by any Party other than those that are expressly set forth herein. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No agent, employee or other representative of any Party is empowered to alter any of the terms hereof except as provided herein.

V. Amendments/Modification. This Agreement may be modified by written addendum, approved and executed by the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made pursuant to an addendum. Every addendum shall specify the date on which its provisions shall be effective.

VI. Assignment. None of the Parties may assign its rights under this Agreement without the express and written approval of the other Party, which shall not be unreasonably withheld.

VII. Successors and Assigns Bound by Covenants. All covenants, stipulations, and agreements herein shall inure to the benefit of the Parties and extend to and bind the legal representatives, successors, and assigns of the Parties

VIII. Waiver. The failure of a Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by a Party which it is not obligated to do hereunder shall

not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

IX. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

X. Indemnification/Liability. To the extent permitted by law, each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless each of the other Parties (as "indemnitee(s)") from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury, including death, or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee(s), are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers. These indemnification provisions are not intended to waive the City's sovereign immunity. A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivisions Tort Claims Act or other applicable provisions of law.

XI. Notification of Claims and Lawsuits. In the event that a claim or lawsuit is brought against a Party for any matters related to this Agreement, it shall be the duty of that Party to notify the other Parties of said claim or lawsuit.

XII. Sovereign Immunity. Nothing in this Agreement shall be construed as an express or implied wavier of the sovereign immunity of any Party in any forum or jurisdiction.

XIII. No Third Party Rights. This Agreement is not intended to, nor shall it provide third parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that this Agreement's indemnification provision shall also inure to the benefit of a Party's employees, officers, agents and servants.

XIV. Applicable Law/Venue. This Agreement shall be construed and all of the rights, powers and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Nebraska. Venue for any action under this Agreement shall be in Fremont, Nebraska, Dodge County District Court or for any federal action, it shall be in United States District Court for the State of Nebraska.

XV. Nondiscrimination. The Parties, in the performance of this Agreement, shall not discriminate in violation of the Federal or State law or local ordinances. In accordance with state and federal law, the Parties shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, age, religion, sex, disability, national origin or similar protected status of the employee or applicant.

DRAFT

XVI. Notice and Authorized Representatives. Notice, required under this Agreement, shall be delivered in writing and shall be effective upon receipt by the authorized representative. Delivery shall be made by certified mail, return receipt requested. For purposes of Notice, following individuals are the authorized representatives of the Parties:

WHOLESTONE
Les Leech, Plant Manager
960 Schneider St
Fremont, NE 68025
(402) 727-7200

CITY OF FREMONT
City Clerk
400 E Military Ave
Fremont, NE 68025
(402) 727-2630

XVII. Joint Work Product. This Agreement is the joint work product of the Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any Party by reason of document preparation.

XVIII. Authority. Each of the persons signing below warrant and represent that they have the authority to enter into this Agreement and to bind the parties hereto.

XIX. No Separate Legal Entity. This Agreement does not create a separate legal entity under the Interlocal Cooperation Act. For purposes of that Act, this Agreement shall be administered jointly by the Parties, in the event of a conflict, the majority decision of the Parties shall govern.

XX. Independent Contractor. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that the parties or their personnel, employees, agents, contractors or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or constructed to be the employee or agent of the other for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments

pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Neither Party shall have any authority to bind the other by or with any contract or agreement nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other.

XXI. Multiple Counterparts: This agreement, involving numerous parties, may be executed in multiple counterparts each of which may bear the signatures of less than all of the parties hereto, and it shall be in full force and effect even if so executed.

XXII. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any section.

XXIII. Dispute Resolution. Any Dispute which, in the judgement of a Party to his Agreement, may affect the performance of such Party shall be reduced to writing and delivered to the other Parties. As soon as possible thereafter, the Patties authorized representatives shall schedule a face to face meeting to resolve the dispute in a mutually satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting shall take place within ten (10) business days after service of the written statement of dispute. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein. If the Parties are unable to resolve their dispute using the process described above, the Parties may commence a legal action against the other Party.

XXIV. Public Employer Contract Provision (Ne Rev. Stat. 4-114(2). Pursuant to and in order to bin compliance with Neb. Rev. Stat. §4-114(2), each Party 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 physically performing services within the State of Nebraska.

XXV. Public Benefits – Neb. Rev. Stat. §§4-108 – 113. No party is an individual or sole proprietorship. Therefore, no Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§4-108 – 113.

DRAFT

FREMONT BEEF COMPANY, INC., FREMONT NEBRASKA,
A Nebraska Corporation

By:_____
Les Leech, Plant Manager

Date: _____

Attest:

_____

Approved as to Form:

_____

DRAFT

CITY OF FREMONT, FREMNT NEBRASKA,
A Nebraska Political Subdivision

By:_____
Scott Getzschman, Mayor

Date: _____

Attest:

_____
Tyler Ficken, City Clerk

Approved as to Form:

_____
City Attorney

DRAFT

PAYMENT AGREEMENT

THIS AGREEMENT is entered into as of this ____ day of _____, 2020, by and between Wholestone Farms, Inc. ("Wholestone") and the City of Fremont ("City") hereafter individually called the "Party" and collectively called the "Parties."

WHEREAS, the State of Nebraska Department of Transportation (NDOT) requested the City, as well as local public/private partners contribute $10 million towards the $20 million cost overrun so the SE Beltway, south of Fremont, could be completed;

WHEREAS, Wholestone has agreed that the completion of the SE Beltway is in the best interest of the company and thus approved a contribution of $750,000.00 towards the cost overrun of the SE Beltway;

WHEREAS, the Fremont City Council agreed that the completion of the SE Beltway is in the best interest of the City and thus approved a contribution of up to $1.5 million towards the cost overrun of the SE Beltway;

WHEREAS, the Parties agree that by contributing to cost overrun for the SE Beltway, the State of Nebraska will proceed to award the bid to build and construct the beltway to satisfy the interests of the Parties and to meet a three-year completion target;

WHEREAS, it is necessary for the Parties to enter into an agreement to set forth their respective rights, duties and obligations, and:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS;

I. <u>Purpose.</u>

A. To contribute to the cost of the SE Beltway, it is the intent of the Parties, individually, that:

1. Each Party, at their own expense, will obtain approval from its governing body of this certain Payment Agreement; and
2. Each Party will obtain authorization from its governing body for an appropriation of funds (as stated below) to contribute to the cost overrun of the SE Beltway.

B. To contribute to the cost overrun of the SE Beltway, it is the intent of Wholestone to pay the City a one-time payment of $750,000.00 by December 31, 2022.

C. The City and the NDOT will amend the current Municipality Preliminary Financial Agreement between the City and the NDOT, so the City will be responsible to collect the one-time payment from Wholestone (as stated above) and submit each payment as a contribution to the cost overrun of the SE Beltway on behalf of Wholestone to NDOT.

II. Terms of Agreement. This Agreement shall be effective beginning on _____ _____, 2020, and shall expire after the December 31, 2022 payment from Wholestone has been received, submitted, and paid by the City to the NDOT.

III. Withdraw and/or Termination:
This Agreement may be terminated for a material breach not cured within a reasonable time following written notice. Such notice, to be effective must describe the breach or breaches complained of and provide a reasonable time to cure, not less than 45 days from receipt of notice, only the payment of money, in which case such time may be 30 days. Following a failure to cure the non-breaching Party may notify the remaining Parties in writing that the Agreement is terminated as to the breaching Party effective in ninety (90) days following the receipt of such notice. Each Party shall be liable for its share of all costs specified herein until the effective date of the termination.

IV. Entire Agreement. This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by any Party other than those that are expressly set forth herein. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No agent, employee or other representative of any Party is empowered to alter any of the terms hereof except as provided herein.

V. Amendments/Modification. This Agreement may be modified by written addendum, approved and executed by the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made pursuant to an addendum. Every addendum shall specify the date on which its provisions shall be effective.

VI. Assignment. None of the Parties may assign its rights under this Agreement without the express and written approval of the other Party, which shall not be unreasonably withheld.

VII. Successors and Assigns Bound by Covenants. All covenants, stipulations, and agreements herein shall inure to the benefit of the Parties and extend to and bind the legal representatives, successors, and assigns of the Parties

VIII. Waiver. The failure of a Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by a Party which it is not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

IX. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

X. Indemnification/Liability. To the extent permitted by law, each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless each of the other Parties (as "indemnitee(s)") from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury, including death, or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee(s), are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers. These indemnification provisions are not intended to waive the City's sovereign immunity. A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivisions Tort Claims Act or other applicable provisions of law.

XI. Notification of Claims and Lawsuits. In the event that a claim or lawsuit is brought against a Party for any matters related to this Agreement, it shall be the duty of that Party to notify the other Parties of said claim or lawsuit.

XII. Sovereign Immunity. Nothing in this Agreement shall be construed as an express or implied wavier of the sovereign immunity of any Party in any forum or jurisdiction.

XIII. No Third Party Rights. This Agreement is not intended to, nor shall it provide third parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that this Agreement's indemnification provision shall also inure to the benefit of a Party's employees, officers, agents and servants.

XIV. Applicable Law/Venue. This Agreement shall be construed and all of the rights, powers and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Nebraska. Venue for any action under this Agreement shall be in Fremont, Nebraska, Dodge County District Court or for any federal action, it shall be in United States District Court for the State of Nebraska.

XV. Nondiscrimination. The Parties, in the performance of this Agreement, shall not discriminate in violation of the Federal or State law or local ordinances. In accordance with state and federal law, the Parties shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, age, religion, sex, disability, national origin or similar protected status of the employee or applicant.

XVI. Notice and Authorized Representatives. Notice, required under this Agreement, shall be delivered in writing and shall be effective upon receipt by the authorized representative. Delivery shall be made by certified mail, return receipt requested. For purposes of Notice, following individuals are the authorized representatives of the Parties:

WHOLESTONE
Steve Weers, COO
900 S Platte Ave
Fremont, NE 68025
(402) 721-2300

CITY OF FREMONT
City Clerk
400 E Military Ave
Fremont, NE 68025
(402) 727-2630

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WHOLESTONE FARMS, INC., FREMONT NEBRASKA,
A Nebraska Corporation

By: _____
Chris Venteicher, CFO

Date: 7/6/20

Attest:

_____

Approved as to Form:

_____

CITY OF FREMONT, FREMNT NEBRASKA,
A Nebraska Political Subdivision

By:_____
Scott Getzschman, Mayor

Date: _____

Attest:

_____
Tyler Ficken, City Clerk

Approved as to Form:

_____
City Attorney

STAFF REPORT

TO: Honorable Mayor and Fremont City Council

FROM: Alan Kaspar, Director of Electrical Engineering

Troy Schaben, Assistant City Administrator Utilities

DATE: July 14, 2020

SUBJECT: Purchase of Substation Transformers

Recommendation: Approve Resolution 2020-144

Background:

A new substation, Substation H, will be constructed to serve additional electrical demand from upgrades and additions to Wholestone Farms facilities. Due to long lead-times, substation transformers are typically purchased before substation construction begins in order to have them in service by the required energization date.

Bids were solicited and received for the purchase of two substation transformers. Bids were opened and read aloud at 2:30pm on June 16, 2020. Twelve bids were received:

Manufacturer	Manuf. Rep.	Lump Sum Base Bid	Adjusted for Losses	Delivery	Bid Bond
GE	Graybar Electric Company Inc.	$1,460,086.36	**$1,618,386.36**	March 31 2021	Y
ABB	PDS Inc.	$1,607,700.00	**$1,770,920.00**	June 30 2021	Y
Pralar S.A.	Fleming Electric	$1,173,089.00	**$1,349,249.00**	April 15 2021	Y
Shihlin	Wesco International, Inc.	$1,706,380.00	**$1,901,380.00**	June 10 2021	Y
WEG	Moehn Sales	$1,537,624.00	**$1,677,282.00**	36-38 Weeks ARO	Y
Virginia Transformer	Resco	$1,191,624.00	**$1,364,484.00**	January 10 2021	Y
Niagara	Evans-Lipka & Associates, Inc.	$1,405,466.00	**$1,626,486.00**	June 30 2021	Y
Howard Industries	Dutton-Lainson Company	$1,310,000.00	**$1,499,610.00**	June 30 2021	Y
SPX Waukesha	Cahoon Sales	$1,605,661.00	**$1,772,341.00**	26-30 Weeks ARO	Y
Pennsylvania	Pennsylvania Transformer	$1,309,690.00	**$1,497,803.80**	32-36 Weeks ARO	Y
Delta Star	Energy Solutions Inc.	$1,743,692.00	**$1,911,792.00**	June 30 2021	Y
Hyundai	Hyundai Corporation	$1,532,758.00	**$1,679,658.00**	June 30 2021	Y

The submitted proposals were evaluated using the following criteria:

- Lump sum base price including delivery, assembly, oil filling and testing.
- Delivery date.
- Adjusted price for transformer losses: Some transformers are designed and built to be more efficient than others to some degree. There is a long-term cost associated with the energy loss due to these varying efficiencies, known as ‘losses.’ Staff requires bidders to submit technical loss data for the proposed transformers so that

a long-term cost can be calculated accounting for losses. The 'adjusted price' accounting for these losses is shown in the bid tabulation.

- Experience of manufacturer in regards to the type and size of the transformer as well as experience in the region.
- Local/regional manufacturer's representative proposing the transformer.
- Acceptance of Terms & Conditions as dictated by the City of Fremont in the contract documents.
- Adherence to the extensive technical specifications of the contract documents.

Based on the above criteria, staff has determined that Graybar Electric Company Inc. has submitted the best suited proposal and is the lowest responsible bidder.

Graybar Electric Company Inc. is the local vendor and manufacturer's representative for GE (General Electric). The City has extensive favorable experience utilizing Graybar and GE equipment.

Lower adjusted price bids received from Pralar S.A., Virginia Transformer Corp., Pennsylvania Transformer and Howard Industries, Inc. were found to have deficiencies that did not satisfy criteria as outlined above, including:

- Lack of staff experience with the manufacturer; no track record of supplying like transformers anywhere in North America.
- No local manufacturer's representative; concerns with coordination and logistics with manufacturers from overseas.
- Exceptions to City of Fremont Contract Terms & Conditions.
- Exclusions of applicable taxes.
- Exceptions to the technical specifications.

Staff therefore recommends that City Council approve resolution to award the Contract for Purchase of Substation Transformers to Graybar Electric Company Inc. in the amount of $1,460,086.36.

The Utility & Infrastructure Board approved this recommendation with a 5-0 vote at their meeting on June 30th, 2020.

Fiscal Impact:

Wholestone Farms has agreed to reimburse the City for 63.63%, or $929,052.95, to purchase these transformers. The remaining 36.37%, or $531,033.41, is the City's fiscal impact for this purchase, and is within the current capital budget.

Section 00520

Procurement Agreement

Pages 5 of 5

Procurement Agreement

This Agreement is by and between City of Fremont, Nebraska, Department of Utilities (hereafter called Buyer) and_____(hereafter called Seller).

Buyer and Seller, in consideration of the mutual covenants set forth herein, agree as follows:

1.0 Goods and Special Services

1.1 Seller shall Furnish of Goods and Special Services specified or indicated in the Contract Documents. The Goods and Special Services are generally described as follows:

Provide (2) Substation Transformers to: City of Fremont – Department of Utilities, 1320 East Cloverly, Fremont, Nebraska, 68025.

2.0 The Project

2.1 The Project for which the Goods and Special Services under the Contract Documents may be the whole or only part is generally described as follows:

City of Fremont, Nebraska, Department of Utilities
Substation Transformers

3.0 Point of Destination

3.1 The place where the Goods are to be delivered is defined in the General Conditions as the Point of Destination and is designated as: City of Fremont – Department of Utilities, 1320 East Cloverly, Fremont, Nebraska, 68025.

4.0 Contract Times

4.1 All time limits for Milestones, if any, the delivery of Goods and furnishing of Special Services as stated in the Contract Documents are of the essence of the Contract.

4.2 Date of Submittal of Shop Drawings

4.2.1 All Shop Drawings and Samples required by the Contract Documents will be submitted to Buyer for review and approval on or before the date indicated in the proposal.

4.3 Dates of Delivery of Goods

4.3.1 The Goods (2 substation transformers) to be delivered, placed, filled and assembled on pad at site (Point of Destination) on or before:

_____ _____, 2021.

5.0 Contract Price

5.1 Buyer shall pay Seller for the Furnishing of Goods and Special Services in accordance with the Contract Documents an amount in current funds equal to the sum of the amount determined pursuant to paragraph 5.1.1 below:

5.1.1 For the furnishing of all Goods and Special Services other than Unit Price Work, a Lump Sum of (two substation transformers):

_____Dollars $_____
(Use Words) (Use Figures)

6.0 Payment Procedures

6.1 Seller shall submit Applications for payment in accordance with Article 10 of the General Conditions. Applications for Payment will be processed by Buyer as provided in the General Conditions.

6.2 Progress Payments

Buyer shall make progress payments on account of the Base Bid on the basis of Seller's Applications for Payment as follows:

6.2.1 Upon receipt of the first Application for Payment submitted in accordance with Paragraph 10.1.A.1 of the General Conditions in accordance with Paragraph 10.2.A of the General Conditions, an amount equal to 10 percent of the Base Bid, less such amounts as may be determined in accordance with Paragraph 10.2.A.3 of the General Conditions.

6.2.2 Upon receipt of the second such Application for Payment in accordance with Paragraph 10.1.A.2 of the General Conditions, an amount sufficient to increase total payments to Seller to 90 percent of the Base Bid, less such amounts as may be determined in accordance with Paragraph 10.2.A.3 of the General Conditions.

6.3 Final Payment

6.3.1 Upon receipt of the final Application for Payment in accordance with Paragraph 10.6 of the General Conditions, Buyer shall pay the remainder (10 percent) of the Contract Price as provided in said paragraph 5.1.1.

7.0 Seller's Representations

7.1 In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:

7.1.1 Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

7.1.2 Seller if specified or if, in Seller's judgment, any local condition may affect cost, progress or the furnishing of the Goods ns Special Services, Seller has visited the Point of Destination and become familiar with and is satisfied as to the general, local and Point of Destination conditions that may affect cost, progress, or performance of the furnishing of Goods and Special Services.

7.1.3 Seller is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and the furnishing of Goods and Special Services.

7.1.4 Seller has carefully studied and correlated the information known to Seller, and information and observations obtained from Seller's visits, if any to the Point of Destination, with the Contract Documents.

7.1.5 Seller has given Buyer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution thereof by Buyer is acceptable to Seller.

7.1.6 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing of the Goods and Special Services.

8.0 Contract Documents

8.1 Contents

8.1.1 The Contract Documents consist of the following:

8.1.1.1 This Procurement Agreement (pages 1 to 5, inclusive);

8.1.1.2 Performance Bond (pages 1 to 2, inclusive);

8.1.1.3 Bid Bond (pages 1 to 2, inclusive);

8.1.1.4 General Conditions (pages 1 to 18, inclusive);

8.1.1.5 Supplementary Conditions (pages 1 to 3, inclusive);

8.1.1.6 Specifications as listed in the table of contents of the Contract Documents;

8.1.1.7 Addenda (numbers 1 to 4 inclusive);

8.1.1.8 Exhibits to this Agreement (enumerated as follows);

8.1.1.8.1 Seller's Bid (pages 1 to 5, inclusive);

8.1.1.8.2 Documentation Submitted to Seller prior to Notice of Award;

8.1.1.9 The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto;

8.1.1.9.1 Written Amendments;

8.1.1.9.2 Notice to Proceed;

8.1.1.9.3 Written Interpretation(s);

8.1.1.9.4 Change Order(s).

8.1.2 The documents listed in paragraph 8.1.1 are attached to this agreement (except as expressly noted otherwise above).

8.1.3 There are no Contract Documents other than those listed above in the Paragraph 8.0.

8.1.4 The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.4 of the General Conditions.

8.2 Terms

8.2.1 Terms used in the Agreement will have the meanings indicated in the General Conditions and Supplementary Conditions.

8.3 Successors and Assigns

8.3.1 Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.4 Severability

8.4.1 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken. All remaining provisions shall continue to be valid and binding upon Buyer and Seller, who agree that the Contract Documents shall be reformed to replace such stricken provision of part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

In Witness Whereof, Buyer and Seller have signed this Agreement in triplicate. Two counterparts have been delivered to Buyer and one to Seller. All portions of the Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

This Agreement will be effective on_____, 202__, which is the Effective Date of this Agreement.

BUYER:

By: _____

Title: Chairman – Utility and Infrastructure Board

Attest: _____

Title: Secretary – Utility and Infrastructure Board

By: _____

Title: Mayor – City of Fremont

Attest: _____

Title: City Clerk – City of Fremont

Address for giving Notices:

_____

_____

Designated Representative:

Name: _____

Title: _____

Address:_____

_____

_____

Phone: _____

SELLER:

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving Notices:

_____

_____

Designated Representative:``` ` ` ` ` ` ` ` ` ` ` `

Name: _____

Title: _____

Address:_____

_____

_____

Phone: _____

Section 00300

Bid Proposal Form

Pages 5 of 5

Bid Proposal Form

Project: **SUBSTATION TRANSFORMERS**
City of Fremont, Nebraska - Department of Utilities

This Bid is Submitted to (Buyer): Attn: Tyler Ficken, City Clerk
City of Fremont - Department of Utilities
400 East Military Avenue
Fremont, NE 68025

This Bid is Submitted by (Bidder): Graybar Electric Company
4360 S. 90th Street
Omaha NE 68127

1.1 This Bid for Substation Transformers is submitted to: City of Fremont, Nebraska, Department of Utilities, herein after referred to as Buyer.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Buyer in the form included with the Bidding Documents to furnish all Goods and Special Services as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions in the Bidding Documents.

2.1 Bidder accepts all terms and conditions of the Agreement, the Notice to Bidders and Public Hearing and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

2.2 Bidder accepts the provisions of the Agreement as to the assignment of the Contract to furnish the Goods and Special Services.

3.1 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

3.1.1 Bidder has examined and carefully studied the Bidding Documents. the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum Number	Addendum Date
#1	May 29, 2020
#2	June 1, 2020
#3	June 4, 2020
#4	June 9, 2020

3.1.2 If specified, or if in Bidder's judgment, any local condition may affect cost, progress or the furnishing of Goods and Special Services, Bidder has visited the Point of Destination and become familiar with and is satisfied as to the general,

local, and Point of Destination conditions that may affect cost, progress, and the Furnishing of Goods and Special Services.

3.1.3 Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and the furnishing of Goods and Special Services.

3.1.4 Bidder declares that he has examined to his own satisfaction the Drawings, Specifications, and other Bidding Documents, the character and location of the point of destination, the conformation of the ground, the character, quality and quantity of materials to be supplied, the character of equipment and facilities needed preliminary to and during the prosecution of the furnishing of Goods and Special Services, the general and local conditions, and other matters which can affect the furnishing of Goods and Special Services under this contract; and that this proposal is made with full knowledge of the intent and purpose of the same. Bidder further declares that in respect to these matters he is not relying upon any representation made to him by any officer, agent, or employee of the Buyer, or by any other person on behalf of Buyer, but that he relies solely upon his own investigation.

3.1.5 Bidder has given Buyer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Buyer is acceptable to Bidder.

3.1.6 The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

3.1.7 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Buyer.

3.1.8 The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final. It is proposed to furnish Goods and Special Services at the prices set out for each item.

4.1 Bidder will furnish (FOB Transformer Pad) two (2) Substation Transformers Goods and Special Services in accordance with the Contract Documents for the following price, including sales tax:

Lump Sum Base Bid for two (2) Substation Transformers:

One million four hundred Sixty thousand eighty six Dollars $1,460,086.36
(Use Words) dollars . 36/100 (Use Figures)

4.1.1 Price per transformer for the following (for accounting purposes):

a.) Purchase price of transformer complete: $ 599,274.61

b.) Price to deliver, fill, assemble and test complete: $ 80,205.00

4.1.2 Price to furnish spare equipment for transformer delivered to site:

a.) One (1) 69kV 800A 350kV BIL Bushing: $ 2252.63

b.) One (1) 15kV 2000A 110kV BIL Sidewall Mounted LV Bushing: $ 1351.58

c.) One (1) 15kV 2000A 110kV BIL Cover Mounted Neutral Bushing: $ 1351.58

d.) One (1) Spare Electronic Temperature Monitor/Annunciator: $ 7771.61

5.1 Losses

a.) No Load Loss (Guaranteed) (ONAN 55C Rating) 10.5 watts at 100% voltage

b.) Full Load Loss (Guaranteed) (ONAN/AF/AF 55C Rating) 55 / ____ / ____ watts at 100% voltage

c.) Total Losses (Guaranteed) (1a + 1b @ ONAN) 65.5 watts at 100% voltage

5.2 Warranty

a.) Transformer furnished with twenty-four-month warranty as specified?

X Yes ____ No

b.) If not, provide a description of the warranty terms as offered below:

_____

_____

_____

_____

(continued)

6.1 The Bidder shall provide the length of time required, in weeks after the receipt of the order (ARO), for submittal of the following Drawings/data for the Engineer's approval.

		No. Weeks after Award
a.)	Complete documentation list (All Drawings and Manuals)	12-16 weeks
b.)	Advance Transformer Outline	12-16 weeks
c.)	Final Transformer Outline	16-20 weeks
d.)	Preliminary Transformer Wiring to Determine All External Connections	12-16 weeks
e.)	Final Transformer Wiring	16-20 weeks

7.1 Bidder agrees that the Furnishing of Goods and Special Services will be substantially completed on or before March 31, 2021 and completed and ready for final payment in accordance with paragraph 10.6 of the General Conditions on or before March 31, 2021.

8.1 Attached is a Bid Security in the amount of at least 5% of the total as indicated above. In case of default or failure on the part of the undersigned to enter into said contract for the construction of the above work and to furnish the required bond within ten days, it is hereby agreed that the accompanying Bid Security may be cashed and deposited with the Buyer, and it is further agreed that in that case the Sum of

Seventy three thousand four dollars 32/100 Dollars $ 73,004.32
(Use Words) (Use Figures)

is the amount of the Bid Security accompanying this proposal, is the fair measure of the amount of the damages that the City of Fremont, Nebraska, Department of Utilities will sustain in case the undersigned shall fail or refuse to enter into the Agreement or furnish bond if said Contract is awarded to him.

9.1 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions and the Supplementary Conditions.

Respectfully submitted on 6-16 2020.

Firm Name Coraybar Electric Company Inc (SEAL)

Doing Business As Coraybar Electric Company, Inc

State of Incorporation Missouri

(continued)

Type [Individual, Partnership, Joint Venture, Corporation (General Business, Professional, Service, Limited Liability)]

Corporation

By Connie Hergenrader
(Typed or Printed) – (Attach evidence of authority to sign)

(Signature)

Attest Patrick Gillen

Title Sales Rep

Business Address 8170 Lackland
Bel Ridge MO 63114

Phone Number 314-573-2001

Fax Number 314-573-0000

GraybaR. POWERING THE NEW ERA

Stuart Jaeger
Title *Director Finance*
Direct: 314-573-2004
Cell: 314-378-8401
Stuart.jaeger@graybar.com

June 16, 2020

Mr. Tyler Ficken
City Clerk
City of Fremont – Department of Utilities
400 East Military Avenue
Fremont, NE 68025

RE: SUBSTATION TRANSFORMER BID

Dear Tyler-
This letter serves as confirmation that Connie Hergenrader has been provided with the authority to sign the attached proposal related to this project on behalf of Graybar Electric Company, Inc.

If you have any questions or require further information, please contact me at your convenience.

Best regards,

Stuart Jaeger

Bid Proposal Form

Project: **SUBSTATION TRANSFORMERS**
City of Fremont, Nebraska - Department of Utilities

This Bid is Submitted to (Buyer): Attn: Tyler Ficken, City Clerk
City of Fremont - Department of Utilities
400 East Military Avenue
Fremont, NE 68025

This Bid is Submitted by (Bidder): Graybar Electric Company
4360 S. 90th Street
Omaha NE 68127

1.1 This Bid for Substation Transformers is submitted to: City of Fremont, Nebraska, Department of Utilities, herein after referred to as Buyer.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Buyer in the form included with the Bidding Documents to furnish all Goods and Special Services as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions in the Bidding Documents.

2.1 Bidder accepts all terms and conditions of the Agreement, the Notice to Bidders and Public Hearing and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

2.2 Bidder accepts the provisions of the Agreement as to the assignment of the Contract to furnish the Goods and Special Services.

3.1 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

3.1.1 Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum Number	Addendum Date
#1	May 29, 2020
#2	June 1, 2020
#3	June 4, 2020
#4	June 9, 2020

3.1.2 If specified, or if in Bidder's judgment, any local condition may affect cost, progress or the furnishing of Goods and Special Services, Bidder has visited the Point of Destination and become familiar with and is satisfied as to the general.

local, and Point of Destination conditions that may affect cost, progress, and the Furnishing of Goods and Special Services.

3.1.3 Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and the furnishing of Goods and Special Services.

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c.) Total Losses (Guaranteed) (1a + 1b @ ONAN) 65.5 watts at 100% voltage

5.2 Warranty

a.) Transformer furnished with twenty-four-month warranty as specified?

X Yes ____ No

b.) If not, provide a description of the warranty terms as offered below:

_____

_____

_____

_____

(continued)

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(Use Words) (Use Figures)

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Respectfully submitted on June 16 20 20.

Firm Name Graybar Electric Company Inc (SEAL)

Doing Business As Graybar Electric Company, Inc

State of Incorporation Missouri

(continued)

Type [Individual, Partnership, Joint Venture, Corporation (General Business, Professional, Service, Limited Liability)]

Corporation

By Danna B. Stone

(Typed or Printed) – (Attach evidence of authority to sign)

Danna B. Stone

(Signature)

Attest

Title District Vice President

Business Address 8170 Lackland Road

Bel Ridge, MO 63114

Phone Number 314-573-2001

Fax Number 314-573-0000

PROLEC *ISO 9001 CERTIFIED*

Form 3.2.1-D Rev. 0

TECHNICAL PROPOSAL INFORMATION

Customer: ***GRAYBAR*** Date: **06/03/20**

Proposal No: Spec No: **CONTRACT FOR PURCHASE OF SUBSTATION XFRM- MAY 2020** Item No: **2290071/A**

RATING								
Type	Transformer	Class	H Winding		X Winding		Y Winding	
Phase	3		69 Delta	kV	13.8 Wye	kV	-	kV
Hertz	60	ONAN	15,000	KVA	15,000	KVA	-	KVA
Temp Rise	55\65 °C	ONAF	20,000	KVA	20,000	KVA	-	KVA
Insul Liquid	Oil Type II(inhibited)	ONAF	25,000	KVA	25,000	KVA	-	KVA
		ONAF-65	28,000	KVA	28,000	KVA	-	KVA

ADDITIONAL TAP VOLTAGES		
H Winding (Kv)	± 2 of 2.5 %	DETC
X Winding (Kv)	± 16 of 0.625 %	LTC - FCBN
-	-	

CONNECTIONS FOR OPERATION						
Transformers in Bank	To Transformer From	Phase	Connected	To Transformer To	Phase	Connected
-	-	-	-	-	-	-

PERFORMANCE BASED ON A LOADING OF				
H Winding	69.0	kV	15.0	MVA
X Winding	13.8	kV	15.0	MVA
Y Winding	-	kV	-	MVA
-	-	-	-	-
-	-	-	-	-

DIELECTRIC TESTS			
Applied Voltage (To other winding and ground)	H Winding	140	kV
	X Winding	26	kV
	Y Winding	-	kV
Induced Voltage	One Hour	63	kV
	Enh 7200cy	81	kV

INSULATION LEVELS		
ITEMS	Basic Lightning Impulse (kV)	
	Winding	Bushing
H Line	350	350
H neutral	-	-
X line	110	110
X neutral	110	110
Y line	-	-

PERFORMANCE DATA, Based on **75** °C Reference Temperature, **15** MVA Altitude: **1000** Mts.

Exciting Current		Losses (KW)			Regulation	
Excitation	% Ex	No Load Losses (20°C)	Load Losses	Total Losses	Power Factor	% Regulation
100%	.618	10.5	55	65.5	0.80	6.592
110%	.848	12.9 *	55	67.9 *	1.0	0.866
-	-	* Not Guaranteed			-	-

AUXILIARY (COOLING) LOSSES			
Transformer KVA		Class	KWatts Loss
15,000	-	ONAN	0
20,000	-	ONAF	2
25,000	-	ONAF	4
-	-	-	-
-	-	-	-
Average Sound Level	70/72/73	dB	ONAN/ONAF/ONAF

PERCENT IMPEDANCE VOLTS					
% IZ	Between Windings	At kVA	% IZ Zero	Between Windings	At kVA
10	H-X	15,000	10*	H-X	15,000
*	-	-	*	-	-
*	-	-	*	-	-

* APPROXIMATE ONLY, NOT GUARANTEED

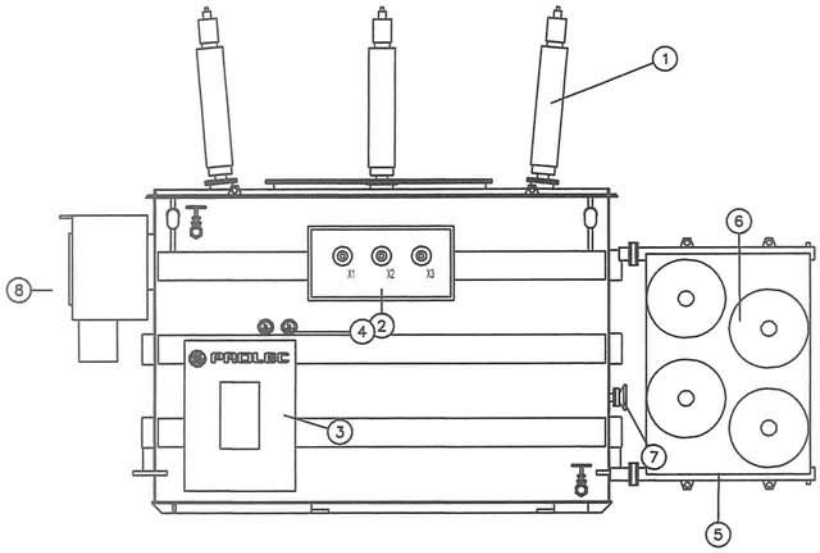
EFFICIENCIES (p.f = 1) AT 15 MVA				
Load	Full Load	3/4 Load	1/2 Load	1/4 Load
%	99.565	99.633	99.678	99.630

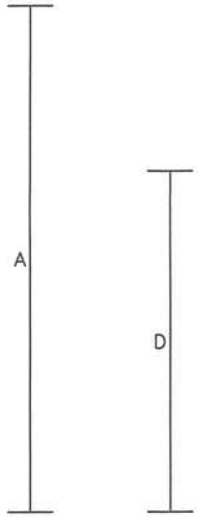
MECHANICAL DATA
Not for Construction Purposes

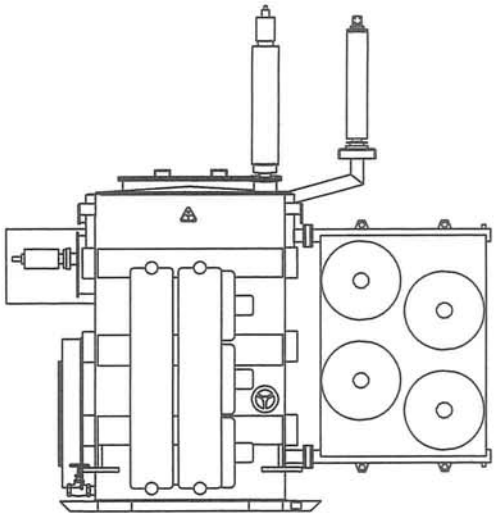
Outline Dwg No: DW_229007A01

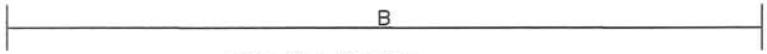
Dimensions (Approximate)		Ft. (Mts.)
Height	(A)	13.8 (4.20)
Width	(B)	24.3 (7.42)
Depth	(C)	18.0 (5.48)
Height over Cover	(D)	10.2 (3.10)
Untanking (Plus slings)	(E)	17.7 (5.41)
Shipping Dimensions:Ft	WxDxH	18.5 x 11.8 x 10.2
Masses (Approximate)		pounds (Kg)
Core and Coils		51,940 (23,560)
Tank and Fittings		54,940 (24,920)
Liquid 4,970	Gal	37,390 (16,960)
Total Mass		144,270 (65,440)
Shipping without OIL		85,060 (38,580)
Shipping with OIL H=11.5′		115,910 (52,580)

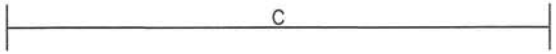
Prepared by: Junior Karin Garza de Anda / Proposal Engineering

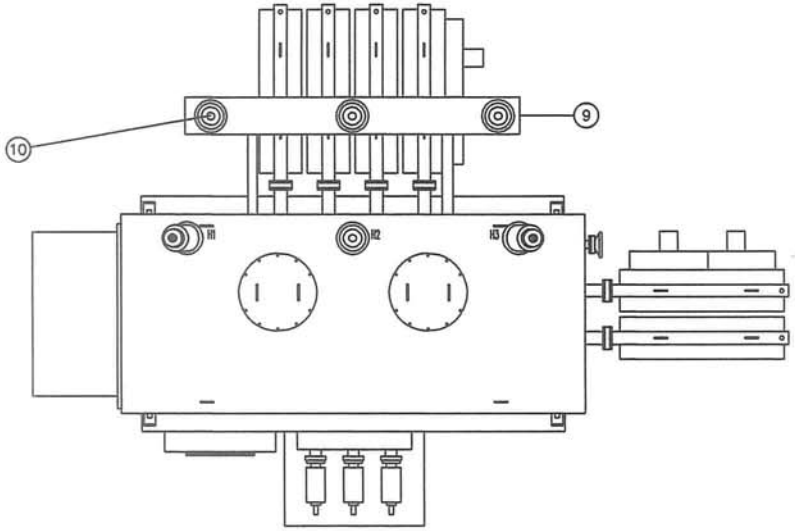












1.- HV BUSHINGS
2.- LV BUSHINGS
3.- CONTROL CABINET
4.- ACCESSORIES
5.- RADIATORS
6.- FANS
7.- DE-ENERGIZED TAP CHANGER
8.- ON LOAD TAP CHANGER
9.- HV SURGE ARRESTER BRACKETS
10.- HV SURGE ARRESTERS

NOTE: THIS DRAWING IS A PRELIMINARY PROPOSAL AND DOES NOT INDICATE THE EXACT DETAILS OF CONSTRUCTION, ARRANGEMENT OF ACCESSORIES OR THE FINAL DIMENSIONS OF THE TRANSFORMER. THIS INFORMATION SHOULD NOT BE USED FOR FINAL CONSTRUCTION ARRANGEMENTS OR FOR THE FOUNDATION UNLESS SPECIFICALLY APPROVED BY THE FACTORY. ALL DIMENSIONS AND WEIGHTS ARE APPROXIMATE

PROLEC

Drawing:
No. 229007A01

Exhibit E - Dry Air Installation Service

Scope of Work – Assembly, Vacuum Filling, and Field Tests

1. Inspect Impact Recorder (If applicable)
2. Measure Core Ground-Megger® method 500 volts
3. External Inspections
4. Dew Point Test
5. Install as applicable:
    a. Radiators
    b. Conservator tank
    c. HV and LV Bushings
    d. All remaining accessories and gauges.
    e. If the unit includes a Hydran, PROLEC GE will installed the device and the commissioning must be performed by others.
6. Make internal inspection and connections as applicable.
7. Pressure test with Dry Air or Nitrogen at 5psi (Dew point – 50°C or lower)
    a. Hold pressure (5psi) for 24 hours for internal stabilization, take Dew Point reading and record. Maximum 0.5% moisture content is acceptable.
    b. Dry process under vacuum, if results are higher than 0.5%, must be dried with vacuum processing according to the section 3 of the instruction manual. (Note: It is not included process for cold weather hoarding if the assembly of the transformer should be during winter time, extra cost will be charge for this activity)
8. Oil filling process under vacuum.

Final Assembly Testing:

9. Oil.
    a. Dielectric breakdown (prior and after filling)
    b. DGA and oil screen after filling
10. TTR (This test will be performed on all DETC taps, but not on all LTC taps, the scope includes just Neutral, last Lower and last Raise position)
11. Ohmic Resistance test of windings (Just on the nominal position and last Lower and Raise positions)
12. Megger® Core to Ground

13. Megger® Clamps to Ground, if applicable

14. Megger® Windings to each other at 5kV

15. Power Factor Doble® Method @ 10kV

    a. Bushings

    b. Windings

16. Excitation current using 10kV Power Factor Test Set

17. CT tests:

    a. Ratio

    b. Megger®

    c. Saturation

    d. Polarity

18. Control Tests:

Operation of accessories and alarms to control cabinet terminal blocks, we do not include power supply for this test, if the customer wants to do the test will power, the energy should be supply by others during the assembly period time.

Field test results will be sent two weeks after finished the assembly

Terms and Conditions for Installation Services:

The customer is responsible to advise at least three weeks in advance the start working date on site; the announcement should include the contact name and phone number of the person that will be on charge on site.

The work will be performed continuously without dead time.

The work will be start once the transformer is placed on its permanent pad/foundation, and does not include connections to other equipment or control room. To be present during energization time is not included.

No training, future maintenance or following visits are included.

The customer must provide 24 hours site access 7 days a week for the GE Prolec team to perform the job. An additional cost must be considered if the crew does not have access during all week long.

The customer must assure there is enough space for crane handling and temporal storage for the oil and accessories. In case of extra costs incurred for obstruction while performing maneuvers or crane, oil tanker or platform access, these will be borne by the customer.

Any expense associated with dismantling, transportation, temporal power supply, or reinstalling customer's products, is excluded from the scope and will remain the customer's responsibility.

Exhibit C - Paint Specification

PROLEC

PROLEC GE S. de R.L. de C.V. ISO 9001 CERTIFIED

PAINTING SYSTEM

EXTERIOR.

SURFACE PREPARATION

TANK AND RADIATORS***(Std. for radiators is galvanized surface coating, if customer requires painted radiators this has to be specified at the time of quotation and the painting std is the next)**

SHOT BLAST PROCESS

CLEANING MATERIAL	GL-50
FINISH	WHITE METAL

* SSPC-SP5 (USA)
* NACE No. 1 (USA)
* SA-3 (SWEDEN)
* 1st QUALITY (U.K.)

PRIMER	RICH ZINC EPOXY	2.50 MILS

TECHNICAL INFORMATION:

FINISH	FLAT
COLOR	BROWN
DRYING TIME @ 25 °C	
CONTACT	1 TO 2 HOURS
TO COVER	16 TO 24 HOURS
DRYING TIME @ 60 °C	
CURING	4 HOURS
DRY THICKNESS RECOMMENDED	2.4 TO 3.0 MILS
# OF LAYERS RECOMMENDED	ONE
DURATION OF THE MIX	12 HOURS @ 25 °C
RESISTANCE TO THE TEMPERATURE	194 °C DRY

FINISH	ALIPHATIC POLYURETHANE	2.5 MILS

TECHNICAL INFORMATION:

FINISH	GLOSS
COLOR	GRAY ANSI 70
DRYING TIME @ 25 °C	
CONTACT	1 TO 2 HOURS
TO COVER	24 HOURS
DRYING TIME @ 60 °C	
CURING	4 HOURS
# OF LAYERS RECOMMENDED	TWO (1.25 MILS EACH)
DURATION OF THE MIX	4 TO 6 HRS @ 25 °C
RESISTANCE TO THE TEMPERATURE	150 °C DRY

PAINTING SYSTEM

INTERIOR .

SURFACE PREPARATION

TANK AND RADIATORS
SHOT BLAST PROCESS
CLEANING MATERIAL — GL-50
FINISH — WHITE METAL

* SSPC-SP5 (USA)
* NACE No. 1 (USA)
* SA-3 (SWEDEN)
* 1st QUALITY (U.K.)

FINISH — HIGH BUILT EPOXY — 3.00 MILS

TECHNICAL INFORMATION:

FINISH	FLAT
COLOR	WHITE METAL
DRYING TIME @ 25 °C	
CONTACT	1 HOURS
TO COVER	18 TO 24 HOURS
DRYING TIME @ 60 °C	
CURING	4 HOURS
DRY THICKNESS RECOMMENDED	3 TO 4 MILS
# OF LAYERS RECOMMENDED	TWO
DURATION OF THE MIX	8 HOURS @ 25 °C
RESISTANCE TO THE TEMPERATURE	140 °C DRY

CONTROL CABINET .

INTERIOR AND EXTERIOR PAINT OF THE CABINET IS GRAY ANSI 70 AND PREPARED IN THE SAME MANNER AS THE EXTERIOR MAIN TANK PROCESS
ALL CONTROL PANELS, PERMANENT AND SWING OUT TYPE, ARE PAINTED WITH SAME SYSTEM EXCEPT THE FINAL COLOR IS GLOSS WHITE ENAMEL.

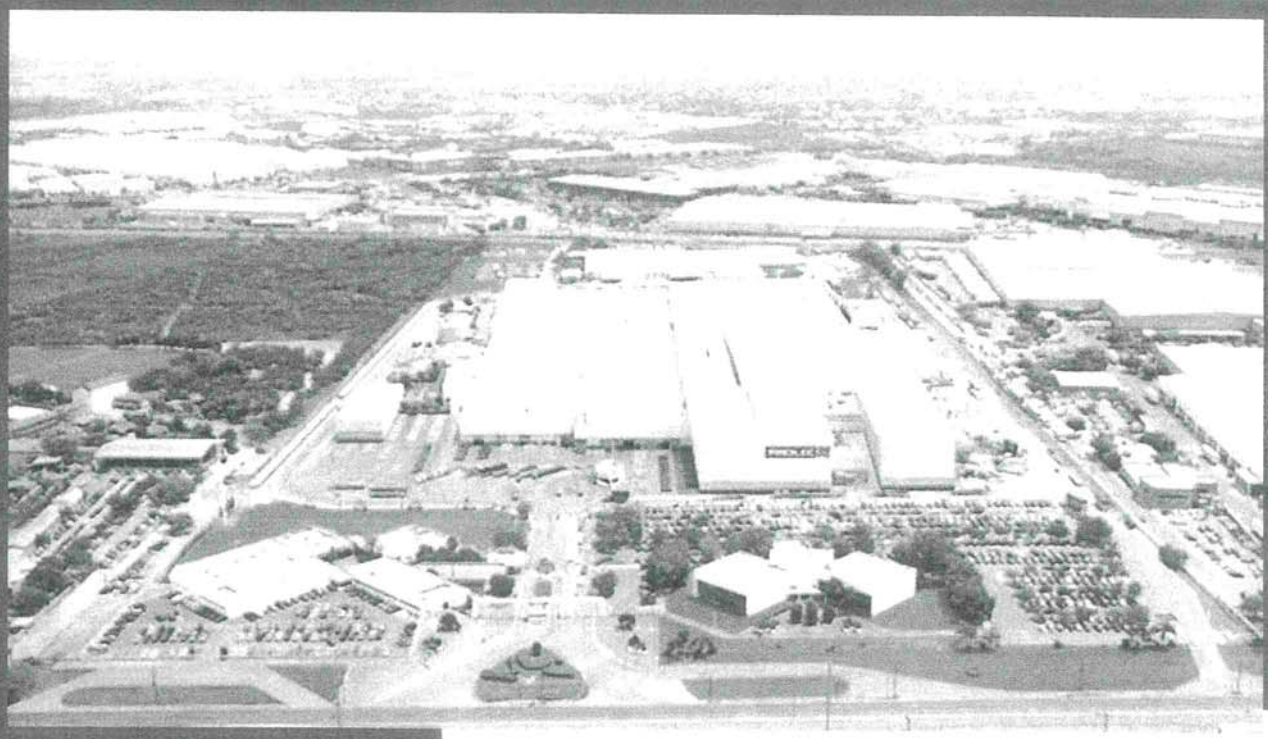
PROLEC GE. STANDARD TOTAL PAINT THICKNESS

ACCESSORIES	INSIDE THKICNESS(mils) +/-5%	OUT SIDE THICKNESS (mils) +/- 5%		
	PRIMER	PRIMER	FINISH	TOTAL
TANK WALL	3	2.5	2.5	5
PROLEC RADIATOR	-------	2.5	2.5	5
TRANTER RADIATOR	-------	------	3	3
CONTROL CABINET	3	3	2	5
GALVANIZED CONDUIT PIPE	-------	1	1	2

- Dry thickness measurement should be according to standard ASTM D 1186.
- The average minimum paint thickness is 5 mils or according with customer specification.
- The thickness reading has to be performing after the coating paint is dry.

PROLEC

Powering reliable solutions for you



Graybar

CITY OF FREEMONT

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GE Proposal Number: 229007
GE Prolec Ref.: 229007 Rev: **0**

10-JUN-20

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GE Prolec Transformers Inc.
1223 Fairgrove Church Road, Conover, NC 28613
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2. Solution Descriptions and Pricing:

Item	Description	Qty	Unit Price (U.S.D)
1A	Three phase, oil immersed, Substation Transformer, 15/20/25//28 MVA, ONAN/ONAF/ONAF/ONAF @ 65°C, 60 Hz, 55/65°C temperature rise, high voltage of 69 kV Delta connection with No Load Tap Changer, low voltage of 13.80 kV Wye connection with Load Tap Changer. -We are quoting these transformers EX Works (Incoterms 2010) Factory in Apodaca, N.L. México. Refer to section 5.4. -Dry Air Shipment.	2	$ 599,274.61E SALES TAX $44,949.22E
1A.T	Unit price adder to deliver this transformer DDP (Incoterms 2010) nearest the final destination in Fremont, NE US. Buyer shall provide, at its own expense, free and clear access to PGE and PGE's subcontractors for purposes of inspecting access routes to the delivery pad (if applicable). If such access is not allowed within thirty (30) days after execution or expedition of a binding Purchase Order, the quoted freight price shall be subject to applicable extra costs as necessary, according to PGE's subcontractor's inspections. Should PGE or its subcontractor deem it necessary to make modifications to access routes, or to use special equipment or maneuvers in order to perform proper delivery, Buyer shall make such modifications and/or bear the costs for any special equipment or maneuvers to be used. Upon arrival by GE Prolec or GE Prolec's subcontractors in charge of freight for delivery, the Purchaser shall promptly begin the applicable actions in order for proper delivery and reception to take place. If such actions are not started within 24 hours after arrival of the Products, the Purchaser shall hold GE Prolec harmless from and against any and all costs which GE Prolec might incur by reason of such delay, including but not limited to demurrage costs.	2	$ 25,979.00E SALES TAX $1,818.53E
1A.R	Unit price adder for off-loading and place on pad. For truck shipment. "Considering free and clear access to the substation pad" The price is valid if service is performed no later than three (3) months after the transformer shipment date. If performed later a price adjustment will apply.	2	$ 11,340.00E SALES TAX 793.80
1A.F	Unit price adder for field assembly, drying process, vacuum oil filling and field tests. -For Non Union Site: Union Labor is NOT considered in the scope. -The price is valid if service is performed no later than three (3) months after the transformer shipment date. If performed later a price adjustment will apply.	2	$ 42,886.00E SALES TAX 3,002.02E

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2.1. Pricing Notes

- Prices are firm for shipments until 1Q, 2021
- Taxes are not included.

2.2. Spare Parts.

Cost of spare parts is not included in the unit price of the transformer. Maintaining spare parts in stock at Graybar's facility is not recommended. GE Prolec has provided the Prices for spare parts in the table below:

QTY	Description Note: It is important to store spare parts in a protected and dry area. Always place the "crate" with the spare part on a flat surface during handling and storage.	Price ITEM 1A (USD)
1	HV Bushing	$2,252.63
1	LV Bushing	$1,351.58
1	Neutral Bushing	$1,351.58
1	Set of Gaskets	$1,689.47
1	Fan	$1,013.68

3. Required and Supplemental Documentation

GE Prolec is providing the following items as Exhibits to this proposal. Please refer to the Exhibits section at the end of this document for these items:

Exhibit A - Preliminary Drawings

Exhibit B - Technical Proposal Information

Exhibit C - Paint Specification

Exhibit D - GE Prolec Standard Terms and Conditions

Exhibit E - Installation Services Information

Exhibit F - Submittals

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4. Clarifications to Specification

4.1. General Comments

Product Design, Manufacture and Testing—Product design, manufacture and testing conforms to ANSI, IEEE, NEMA, ASTM, OSHA, UBC STD and GE Prolec standards, as well as applicable customer specifications.

Quality Assurance Manual—GE Prolec is an ISO-9001 certified plant. Seller shall make its Quality Assurance Manual available for City of Fremont's review at the factory only. This manual will not be submitted for approval or audit.

Submittals—GE Prolec has provided a listing of submittal drawings and terms for these submittals in **Exhibit F – Submittals**.

Tools—No special tools are required for installation.

Testing—Site testing procedure will be provided at time of shipment in the form of an instruction manual. Transformers are tested according to ANSI Standard Test Code for Transformers C57.12.90. Short circuit tests or short circuit test reports are not included in this proposal.

Sweep Frequency Response Analysis test (SFRA) in the factory is included with our Doble M5200 equipment. If a SFRA in field is required, there is an adder of $10,000.

Witness Hold Points—There are no witness or hold points in the manufacturing process. It is acceptable for the customer agent to visit factory to inspect transformers or witness tests, provided the factory schedules and personnel are not affected or delayed. City of Fremont's agent is responsible for furnishing his own transportation, lodging and food expense. If City of Fremont would like to inspect the unit at any point during the manufacturing cycle, the factory will advise him within ten (10) days of the inspection point. It is City of Fremont's responsibility to be present at the appointed time. GE Prolec will not hold manufacture while waiting for the City of Fremont's representative.

Galvanized Steel Radiators – Radiators provided will be galvanized steel radiators. Galvanized steel radiators have a life expectancy of up to75 years and require less maintenance. Painted galvanized radiators are available only if required by City of Fremont and at an additional price.

Hot Oil Circulation – If the transformer is assembled during a temperature **below 10°C/50°F**, hot oil circulation will be required. Hot oil circulation is not included in the proposed assembly process. If hot oil circulation is required, there will be an additional charge for this service. **We estimate the price to be $20,000.00 USD but GE PROLEC will provide the actual price at the time the service is provided.**

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4.2. Technical Exceptions and Clarifications to the Specification

Specification Document	Requirement Number and Title	Exception / Clarification / Alternative	Comment
Contract for Purchase of Substation Transformers- May 2020	16	Clarification	We are using Ergon Hyvolt II or similar inhibited type II mineral oil
Contract for Purchase of Substation Transformers- May 2020	7.1	Clarification	We are using paperless (Netted) CTC in the low voltage winding.
Contract for Purchase of Substation Transformers- May 2020	12.7	Clarification	The Low Voltage tap winding is of helical construction and is wound on a separate cylinder. It is wound with two parallel sections which are tapped as required. The tapping arrangement is symmetrical about the magnetic and electrical center of the windings to ensure uniform voltage stresses and short circuit forces.
Contract for Purchase of Substation Transformers- May 2020	24	Clarification	Paint, finish & coating per GE Prolec Standard. Please send Spec

4.3. Commercial Exceptions and Clarifications to the Specification

Specification Document	Requirement Number and Title	Exception / Clarification / Alternative	Comment
City of Fremont Terms Apply	-		

5. General Terms and Conditions:

Liquidated Damages - Seller does not consider acceptance of any liquidated damages amount or rate for this proposal, unless if it is expressly negotiated and accepted between customer and seller.

5.1. Installation Services:

We have provided a separate proposal for installation services in Exhibit E - Installation Services Proposal. If the customer decides to purchase the installation services, please refer to Exhibit E - Installation Services Proposal.

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5.2. Consulting Services

If additional Technical Consulting service is desired by City of Fremont (at his option), for the supervision of receiving, installation and inspection. City of Fremont will be charged $1,500 per 8-hour day, plus travel expenses.

50% Premium over standard if required on overtime (pass 8 hour day) and Saturdays.

100% Premium over standard on Sundays and Holidays

5.3. Validity Period

This proposal will remain valid for a period of 60 days after submittal. If during this period we have an increment in the commodity (copper, silicon steel, oil and carbon steel) and transportation costs of more than 2%, then PROLEC GE will revise the price according to this percent of increment.

5.4. Delivery Terms

5.4.1. Shipment

1A

Our standard shipping estimate is 32-36 weeks after receipt of an order, which includes print approval. Our standard approval drawings will be mailed 14-16 weeks after receipt of the order. GE Prolec timing includes a customer review period of two (2) weeks including mailing time.

Actual shipment and drawing schedules will depend on factory backlog at the time of the purchase order acceptance. Shipment dates are approximate and are based upon prompt receipt of all necessary information from City of Fremont. Please contact the Factory if a shorter cycle is required.

The shipment estimate indicated above includes customer witness visits. The Project Manager will inform City of Fremont ten (10) days prior to specified dates for test witnessing. GE Prolec will perform the final test set and prepare for shipment and on-time delivery per contractual requirements, with or without confirmation of notification from customer. GE Prolec will submit a certified test report to City of Fremont.

The seller will determine point of origin of shipment, method of transportation, carrier and routing to the port described above.

GE values the relationship we are building with City of Fremont and hope to continue open communication and partnering towards a winning relationship. Given the ongoing and constantly changing status of the coronavirus around the world, including emerging governmental restrictions, GE wanted to assure City of Fremont that we are staying abreast of the situation across the globe. The impacts of coronavirus cannot reasonably be determined at this time; however, we will keep City of Fremont aware of any developments that may impact timing, schedules, pricing or other aspects of our open and pending proposals. While we do not propose to make changes now, our

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proposal did not consider the impacts of the coronavirus and may need to be adjusted; we will determine what (if any) changes we may need at the time of the award and will work with customer to ensure mutual agreement.

1A

If customer decides to buy the shipping option offered in Section 2, we will deliver these transformers DDP (INCOTERMS 2010) with freight allowed to common carrier delivery point nearest the final destination Fremont NE US .

Title Transfer and Risk of Loss will be transferred to City of Fremont on **DDP** point.

If City of Fremont specifies a manner or routing of shipment different from that determined by Seller, any additional expenses will be borne by City of Fremont.

City of Fremont shall bear complete responsibility for off-loading, any transportation beyond the delivery point, and installation of the transformer at the job site, unless City of Fremont chooses to purchase these options proposed on **Section 2** of this proposal.

Disclaimer for Transportation

If the transformer is subjected to impacts during transportation, the Seller reserves the right to assess/evaluate any potential damage by visual inspection and field tests including, but not limited to, megger, ratio, power factor and FRA. No single test, by itself, will be used to reach a conclusion.

A three-way impact recorder will be provided for shipment. Impact recorder must be returned to GE Prolec (using our UPS account for shipping expenses) within 60 days of delivery. A penalty charge of $2,000 USD will apply if not returned in that period of time.

5.4.2. Storage

Storage, if necessary, will be at the risk and expense of City of Fremont. Contract changes shall apply accordingly to reflect new INCOTERMS delivery condition.

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5 year experience List

LAST_SHIP_YEAR	SERIAL_NO	QTY	CUSTOMER	ENDUSER	SHIP_COUNTRY	SHIP_STATE	APPLICATION	TEMP_RISE	MVA_ONAN	ONAF1	ONAF2	HVKV	LVKV	TERKV	CONNECTION	HVBIL	LVBIL	LTC	DETC
2013	G2119	5	INVENERGY LLC	INVENERGY LLC	US	TX	COLLECTOR STEP UP	65	100	133	165	138	34.5	13.8	Y-Y	650	200	NO	AT
2013	G2383	12	DUKE ENERGY CORPORATION	PROGRESS ENERGY CAROLINA	US	FL	SUBSTATION	55/65	30	40	50	69	13.09	0	D-Y	350	110	LV	AT
2013	G2510	9	DUKE ENERGY CORPORATION	PROGRESS ENERGY FLORIDA	US	FL	AUTO	55/65	200	266.66	333.33	512	230	13.8	Y-Y	1550	900	HV	NO
2013	G2554	4	DUKE ENERGY CORPORATION	PROGRESS ENERGY CAROLINA	US	NC	GENERATOR STEP UP	65	27.5	0	0	115	13.2	0	Y-D	550	150	NO	AT
2013	G2580	4	DUKE ENERGY CORPORATION	PROGRESS ENERGY CAROLINA	US	NC	SUBSTATION	55/65	24	32	40	115	24	0	D-Y	550	150	NO	AT
2013	G2614	8	DASHIELL, LLC	DASHIELL, LLC	US	TX	SUBSTATION	55/65	37.5	50	62.5	138	12.47	0	D-Y	550	110	NO	AT
2013	G2625	4	DUKE ENERGY CORPORATION	PROGRESS ENERGY CAROLINA	US	NC	SUBSTATION	55/65	15	20	25	115	24	0	D-Y	550	150	NO	AT
2013	G2695	2	OG&E CENTRAL DISTR STORE	OKLAHOMA GAS & ELECTRIC	US	OK	AUTO	55/65	240	320	400	345	138	13.8	Y-Y	1050	650	NO	AT
2013	G2774	2	OG&E CENTRAL DISTR STORE	OKLAHOMA GAS & ELECTRIC	US	OK	AUTO	55/65	240	320	400	345	138	13.8	Y-Y	1050	650	NO	AT
2013	G2784	2	WESTAR ENERGY	WESTAR ENERGY	US	KS	AUTO	65	240	320	400	345	142	13.8	Y-Y	1050	550	LV	AT
2013	G2789	2	OG&E CENTRAL DISTR STORE	OKLAHOMA GAS & ELECTRIC	US	OK	SUBSTATION	55/65	30	40	50	138	36.2	0	D-Y	550	200	LV	AT
2013	G2795	3	OG&E CENTRAL DISTR STORE	OKLAHOMA GAS & ELECTRIC	US	OK	SUBSTATION	55/65	7.5	9.38	10.5	69	13.09	0	D-Y	350	110	LV	AT
2013	G2796	6	TEXAS ELECTRIC COOPERATIVE	BRAZOS ELECTRIC COOP.	US	TX	SUBSTATION	65	30	40	50	134	26.4	0	D-Y	550	150	LV	AT
2013	G2799	4	DOMINION VIRGINIA POWER	DOMINION VIRGINIA POWER	US	VA	SUBSTATION	65	13.44	17.92	22.4	115	13.2	0	D-Y	550	110	NO	AT
2013	G2800	1	CALVERT CLIFFS NUCLEAR P	CONSTELLATION ENERGY	US	MD	SUBSTATION	65	60	80	100	500	14	0	Y-Y	1425	110	NO	AT
2013	G2801	2	CALVERT CLIFFS NUCLEAR P	CONSTELLATION ENERGY	US	MD	SUBSTATION	65	12	16	20	13.8	4.16	0	D-Y	110	75	NO	AT
2013	G2822	2	OG&E CENTRAL DISTR STORE	OKLAHOMA GAS & ELECTRIC	US	OK	SUBSTATION	55/65	12	16	20	161	13.09	0	D-Y	650	110	LV	AT
2013	G2831	9	DOMINION VIRGINIA POWER	DOMINION VIRGINIA POWER	US	VA	SUBSTATION	65	50.4	67.2	84	230	36.5	0	D-Y	900	200	LV	NO
2013	G2868	1	DOMINION VIRGINIA POWER	DOMINION VIRGINIA POWER	US	VA	AUTO	65	112	0	0	138	115	13.2	Y-Y	650	550	NO	AT
2013	G2870	2	RENEWABLE ENERGY SYSTEMS	RES	US	KS	COLLECTOR STEP UP	65	87	116	145	345	34.5	13.2	Y-Y	1050	200	HV	NO
2013	G2879	2	DOMINION VIRGINIA POWER	DOMINION VIRGINIA POWER	US	VA	SUBSTATION	65	20.16	26.88	33.6	115	36.5	0	D-Y	550	200	LV	NO
2013	G2881	1	CENTRAL MAINE POWER CO	IBERDROLA USA	US	ME	SUBSTATION	55/65	10	12.5	0	120	13.2	7.62	Y-Y	450	110	LV	AT
2013	G2882	1	CENTRAL MAINE POWER CO	IBERDROLA USA	US	ME	SUBSTATION	55/65	20	26.67	33.33	120	36	0	D-Y	450	200	LV	AT
2013	G2883	1	DUKE ENERGY CORPORATION	PROGRESS ENERGY CAROLINA	US	FL	SUBSTATION	55/65	18	24	30	115	13.09	0	D-Y	550	110	LV	AT
2013	G2885	1	KANSAS CITY PR AND LT CO	KANSAS CITY POWER & LIGHT	US	MO	SUBSTATION	55/65	8	10	12	13.2	2.4	0	Y-D	150	95	NO	AT
2013	G2887	1	EL PASO ELECTRIC CO	EL PASO ELECTRIC CO	US	TX	SUBSTATION	55/65	18	24	30	115	13.8	0	D-Y	450	150	NO	AT
2013	G2889	3	DUKE ENERGY CORPORATION	PROGRESS ENERGY CAROLINA	US	NC	SUBSTATION	55/65	15	20	25	230	24	0	D-Y	900	150	NO	AT
2013	G2893	3	ABB INC	AEP	US	TX	STATIC VAR COMPESATOR	65	180	240	300	345	20	0	Y-D	1050	200	NO	NO
2013	G2894	3	ABB INC	AEP	US	TX	STATIC VAR COMPESATOR	65	60	80	100	138	19.5	0	Y-D	650	200	NO	NO
2013	G2902	2	DOMINION VIRGINIA POWER	DOMINION VIRGINIA POWER	US	VA	SUBSTATION	65	50.4	67.2	84	230	36.5	0	D-Y	900	200	HV	NO
2013	G2907	2	DOMINION VIRGINIA POWER	DOMINION VIRGINIA POWER	US	NC	AUTO	65	100.8	134.4	168	230	115	13.2	Y-Y	900	550	LV	NO
2013	G2908	2	DOMINION VIRGINIA POWER	DOMINION VIRGINIA POWER	US	VA	AUTO	65	134.4	179.2	224	230	115	13.2	Y-Y	900	550	LV	NO
2013	G2913	5	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	US	NJ	SUBSTATION	65	10.25	13.65	17	69	4.37	0	D-Y	350	95	NO	AT
2013	G2916	2	TEXAS ELECTRIC COOPERATIVE	PEDERNALES EC	US	TX	SUBSTATION	55/65	25	33.3	41.7	138	26.18	0	D-Y	650	150	LV	AT
2013	G2918	3	DOMINION VIRGINIA POWER	DOMINION VIRGINIA POWER	US	VA	SUBSTATION	65	50.4	68.3	84	230	36.5	13.2	Y-Y	900	200	LV	AT
2013	G2920	4	OG&E CENTRAL DISTR STORE	OKLAHOMA GAS & ELECTRIC	US	OK	SUBSTATION	55/65	7.5	9.38	10.5	138	13.09	0	D-Y	550	110	LV	AT
2013	G2930	7	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	US	NJ	SUBSTATION	65	27	36	45	230 x 138	13.8	0	D-Y	900	200	LV	NO
2013	G2934	1	ANIXTER POWER SOLUTIONS	GUADALUPE VALLEY EC	US	TX	SUBSTATION	55/65	12	16	20	138 x 69	26.18	0	D-Y	650	150	LV	AT
2013	G2936	1	NRG ENERGY, INC	SARGENT & LUNDY	US	PA	GENERATOR STEP UP	65	336	0	0	232	15.5	0	Y-D	825	110	NO	AT
2013	G2937	3	DOMINION VIRGINIA POWER	DOMINION VIRGINIA POWER	US	NC	SUBSTATION	65	20.16	26.88	33.6	230	36.5	0	D-Y	900	200	LV	NO
2013	G2939	1	PACIFICORP	PACIFICORP	US	WY	GENERATOR STEP UP	65	242	323	403	236	22	0	Y-D	750	150	NO	AT
2013	G2943	2	ARCHER DANIEL MIDLAND CO.	ARCHER DANIEL MIDLAND CO.	US	IL	SUBSTATION	55/65	40	53.3	66.67	69	13.8	0	D-Y	350	110	NO	AT
2013	G2944	2	ARCHER DANIEL MIDLAND CO.	ARCHER DANIEL MIDLAND CO.	US	IL	SUBSTATION	55/65	64	85.33	106.67	138	69	13.8	Y-Y	550	350	LV	AT
2013	G2947	1	TEXAS ELECTRIC COOPERATIVE	SHARYLAND UTILITIES	US	TX	SUBSTATION	55/65	12	16	20	69	4.94 x 12.4	0	D-Y	350	150	LV	AT
2013	G2954	2	ARCHER DANIEL MIDLAND CO.	ARCHER DANIEL MIDLAND CO.	US	IL	AUTO	55/65	64	85.3	106.7	138	34.5	13.09	Y-Y	550	200	LV	AT
2013	G2957	4	TAMPA ELECTRIC COMPANY	TAMPA ELECTRIC	US	FL	SUBSTATION	65	22.4	29.87	37.3	68.8	13.8	0	D-Y	350	110	LV	AT
2013	G2958	5	TAMPA ELECTRIC COMPANY	TAMPA ELECTRIC	US	FL	SUBSTATION	65	16.8	22.4	28	68.8	13.8	0	D-Y	350	110	LV	AT
2013	G2959	1	DUKE ENERGY CORPORATION	DUKE ENERGY CORPORATION	US	IN	AUTO	65	90	120	150	230	69	13.8	Y-Y	900	350	NO	AT
2013	G2964	1	NEW PAGE CORPORATION	NEW PAGE CORPORATION	US	WI	SUBSTATION	55/65	50	66.67	83.3	115	46	13.8	Y-Y	550	250	NO	AT
2013	G2965	1	NRG TEXAS LP	NRG ENERGY	US	TX	GENERATOR STEP UP	65	69	92	115	138	13.8	0	Y-D	650	110	HV	AT
2013	G2967	1	ORLANDO UTILITIES COMMISSION	ORLANDO UTILITIES COMMISSION	US	FL	SUBSTATION	55/65	20	26.6	33.3	67	24.94	0	D-Y	350	150	LV	AT
2013	G2970	3	DUKE ENERGY CORPORATION	PROGRESS ENERGY CAROLINA	US	FL	SUBSTATION	55/65	18	24	30	69	13.09	0	D-Y	350	110	LV	AT
2013	G2972	3	OG&E CENTRAL DISTR STORE	OKLAHOMA GAS & ELECTRIC	US	OK	SUBSTATION	55/65	7.5	9.37	10.5	138	26.18	0	D-Y	550	150	LV	AT
2013	G2973	2	ANIXTER POWER SOLUTIONS	MIDMAR GAS PLANT	US	TX	SUBSTATION	55/65	24	32	40	138	4.16	0	D-Y	550	110	NO	AT
2013	G2974	1	ANIXTER POWER SOLUTIONS	MIDMAR GAS PLANT	US	TX	SUBSTATION	55/65	15	20	25	138	21.6	0	D-Y	550	150	LV	AT
2013	G2975	1	AMERICAN ELECTRIC POWER	AMERICAN ELECTRIC POWER	US	OK	AUTO	65	270	360	450	230	141.45	13.8	Y-Y	825	650	NO	AT
2013	G2978	2	DOMINION VIRGINIA POWER	DOMINION VIRGINIA POWER	US	VA	SUBSTATION	65	24	32	40	115	13.2	0	D-Y	550	110	LV	NO
2013	G2981	1	DUKE ENERGY CORPORATION	DUKE ENERGY CORPORATION	US	IN	AUTO	65	60	80	100	230	69	13.8	Y-Y	900	350	NO	AT
2013	G2990	1	AMERICAN ELECTRIC POWER	AMERICAN ELECTRIC POWER	US	AR	AUTO	65	405	540	675	345	161	13.8	Y-Y	1050	750	NO	AT
2013	G2997	1	TESORO NORTHWEST COMPANY	TESORO NORTHWEST COMPANY	US	CA	SUBSTATION	55/65	20	26.67	33.33	34.5	13.8 x 13.8	0	D-Y	200	110	LV	AT
2013	G2998	2	DOMINION VIRGINIA POWER	DOMINION VIRGINIA POWER	US	VA	SUBSTATION	65	13.44	17.92	22.4	115	13.2	0	D-Y	550	110	NO	AT
2013	G2999	3	DOMINION VIRGINIA POWER	DOMINION VIRGINIA POWER	US	VA	AUTO	65	20.16	26.88	33.6	34.4	13.2	0	Y-Y	200	110	NO	AT

2013	G3003	1	NORTHWESTERN ENERGY	NORTHWESTERN ENERGY	US	MT	SUBSTATION	65	25	33	42	102	13.08	0	D-Y	450	110	LV	AT
2013	G3004	1	KENTUCKY UTILITIES CO	KENTUCKY UTILITIES	US	KY	AUTO	55/65	120	160	200	345	138	0	Y-Y	900	550	NO	AT
2013	G3005	1	DOMINION VIRGINIA POWER	DOMINION VIRGINIA POWER	US	VA	SUBSTATION	65	13.44	17.92	22.4	115	36.5	0	D-Y	550	200	NO	AT
2013	G3006	1	KANSAS CITY PR AND LT CO	KANSAS CITY POWER & LIGHT	US	MO	SUBSTATION	65	80	100	125	161	69	0	D-Y	650	350	LV	AT
2013	G3007	1	AKZO NOBEL FUNCTIONAL CH	AKZO NOBEL FUNCTIONAL CH	US	AL	SUBSTATION	55/65	15	20	25	115	12.5	0	Y-D	550	110	NO	AT
2013	G3009	1	KANSAS CITY PR AND LT CO	CUMMINS ELECTRIC	US	MO	SUBSTATION	65	30	40	50	161	69	0	D-Y	650	350	LV	AT
2013	G3012	1	BIG RIVERS ELECTRIC CORP	BIG RIVERS ELECTRIC CORP	US	KY	AUTO	55/65	27	36	45	161	69	4.16	Y-Y	650	350	LV	AT
2013	G3013	1	DELMARVA POWER & LIGHT C	PEPCO HOLDINGS	US	DE	SUBSTATION	65	22.5	30	37.5	138	12.47	0	D-Y	550	110	LV	AT
2013	G3014	2	DASHIELL, LLC	DASHIELL, LLC	US	TX	SUBSTATION	55/65	15	20	25	34.5	4.16	0	D-Y	200	60	NO	AT
2013	G3015	2	DASHIELL, LLC	DASHIELL, LLC	US	TX	SUBSTATION	55/65	40	53.2	66.5	138	25	0	D-Y	550	200	NO	AT
2013	G3016	1	GREAT RIVER ENERGY	GREAT RIVER ENERGY	US	ND	AUTO	65	84	112	140	236	118	12.8	Y-Y	825	450	NO	AT
2013	G3017	4	MITSUBISHI ELEC PWR PROD	FIRSTENERGY	US	PA	STATIC VAR COMPESATOR	65	50	67	83	230	25	0	Y-D	750	200	NO	NO
2013	G3018	1	NORTHEAST UTILITIES	NORTHEAST UTILITIES	US	CT	AUTO	65	40	53	67	115	69	13.8	Y-Y	450	350	HV	NO
2013	G3022	2	BLUEGRASS POWER CONSTRUCTORS	LOUISVILLE GAS & ELECTRIC	US	KY	GENERATOR STEP UP	65	165	220	275	138	18	0	Y-D	650	150	NO	AT
2013	G3023	2	BLUEGRASS POWER CONSTRUCTORS	LOUISVILLE GAS & ELECTRIC	US	KY	GENERATOR STEP UP	65	183	244	305	138	18	0	Y-D	650	150	NO	AT
2013	G3024	1	WEYERHAEUSER	STANTEC	US	NC	GENERATOR STEP UP	55/65	30	40	50	115	13.8	0	D-Y	450	110	LV	AT
2013	G3029	3	TEXAS ELECTRIC COOPERATIVE	BRAZOS ELECTRIC COOP.	US	TX	SUBSTATION	65	30	40	50	134	26.4	0	D-Y	550	150	LV	AT
2013	G3030	2	DOMINION VIRGINIA POWER	DOMINION VIRGINIA POWER	US	VA	SUBSTATION	65	33.6	44.8	56	115	36.5	0	D-Y	550	200	LV	AT
2013	G3031	2	DUKE ENERGY CORPORATION	PROGRESS ENERGY FLORIDA	US	FL	SUBSTATION	65	24	32	40	21	4.16	0	D-Y	150	110	NO	AT
2013	G3032	2	BLUEGRASS POWER CONSTRUCTORS	BLACK & VEATCH	US	KY	SUBSTATION	65	28.8	38.4	48	18	6.9	0	D-Y	150	95	NO	AT
2013	G3033	1	POWDER RIVER ENERGY CORP	POWDER RIVER ENERGY	US	WY	AUTO	65	60	80	100	230	69	13.2	Y-Y	900	350	LV	AT
2013	G3038	1	PACIFICORP	PACIFICORP	US	UT	SUBSTATION	65	11.2	14	0	67	24.94	0	D-Y	350	150	NO	AT
2013	G3041	1	DOMINION VIRGINIA POWER	DOMINION VIRGINIA POWER	US	VA	SUBSTATION	65	33.6	44.8	56	230 x 115	24	0	D-Y	900	150	LV	NO
2013	G3042	2	DOMINION VIRGINIA POWER	DOMINION VIRGINIA POWER	US	NC	SUBSTATION	65	13.44	17.92	22.4	115	13.2	0	D-Y	550	110	NO	AT
2013	G3045	1	DUKE ENERGY CORPORATION	DUKE ENERGY CORPORATION	US	NC	SUBSTATION	55/65	15	20	25	115	34.5	0	D-Y	550	200	NO	AT
2013	G3050	2	KANSAS CITY PR AND LT CO	KANSAS CITY POWER & LIGHT	US	MO	AUTO	65	390	520	650	345	161	13.8	Y-Y	1050	750	NO	AT
2013	G3051	1	DOMINION VIRGINIA POWER	DOMINION VIRGINIA POWER	US	VA	SUBSTATION	65	20.16	26.88	33.6	115	24	0	D-Y	550	150	LV	AT
2013	G3054	1	BLACK HILLS POWER	BLACK HILLS POWER	US	WY	GENERATOR STEP UP	65	37.5	50	0	115	13.8	0	Y-D	550	110	NO	AT
2013	G3057	4	ABB INC	FIRSTENERGY	US	VA	STATIC VAR COMPESATOR	65	100	133.33	166.66	500	28	0	Y-D	1550	200	NO	NO
2013	G3063	1	ENERGY PARTS SOLUTIONS, LLC	ENERGY PARTS SOLUTIONS, LLC	US	MO	SUBSTATION	55/65	15	20	25	115	13.2	0	D-Y	550	110	LV	NO
2013	G3067	1	DASHIELL, LLC	DASHIELL, LLC	US	TX	SUBSTATION	55/65	20	26.66	33.33	138	12.47	0	D-Y	550	110	NO	AT
2013	G3081	1	EMERA MAINE	MAINE PUBLIC SERVICE	US	ME	SUBSTATION	65	60	80	100	138	69	12.47	Y-Y	550	350	LV	NO
2013	G3086	1	ANIXTER POWER SOLUTIONS	HABERSHAM EMC	US	NC	SUBSTATION	55/65	30	40	50	115	24.94	0	D-Y	550	150	NO	AT
2013	G3098	2	DASHIELL, LLC	DASHIELL, LLC	US	TX	SUBSTATION	55/65	50	66.5	83.1	138	34.5	0	D-Y	550	200	NO	AT
2013	G3104	1	WESCO DISTRIBUTION INC	KENTUCKY UTILITIES	US	KY	SUBSTATION	65	40	53.33	66.66	138	13.8	0	D-Y	650	110	NO	AT
2014	G2517	7	DUKE ENERGY CORPORATION	PROGRESS ENERGY CAROLINA	US	NC	SUBSTATION	55/65	24	32	40	230	24	0	D-Y	900	150	NO	AT
2014	G2550	4	GEXPRO	GEXPRO	US	CA	SUBSTATION	55/65	15	20	22.4	115	12.47	0	D-Y	550	110	NO	AT
2014	G2664	2	DUKE ENERGY CORPORATION	PROGRESS ENERGY CAROLINA	US	NC	SUBSTATION	55/65	18	24	30	115	13.09	0	D-Y	550	110	LV	AT
2014	G2687	3	ENERGY PARTS SOLUTIONS, LLC	ENERGY PARTS SOLUTIONS, LLC	US	MO	GENERATOR STEP UP	65	60	80	100	138 x 69	13.8	0	Y-D	650	150	NO	AT
2014	G2739	4	TEXAS ELECTRIC COOPERATI	CENTRAL VALLEY ELECTRIC COOPERATIVE	US	NM	SUBSTATION	55/65	24	32	40	115 x 67	12.47	0	D-Y	550	110	LV	AT
2014	G2761	2	DUKE ENERGY CORPORATION	PROGRESS ENERGY CAROLINA	US	NC	SUBSTATION	55/65	15	20	25	115	13.09	0	D-Y	550	110	NO	AT
2014	G2777	2	JW POWERLINE CONSTRUCTIO	JW POWERLINE	US	TX	SUBSTATION	55/65	18	24	30	138	24.9	0	D-Y	650	150	LV	AT
2014	G2788	24	OG&E CENTRAL DISTR STORE	OKLAHOMA GAS & ELECTRIC	US	OK	SUBSTATION	55/65	12	16	20	138	13.09	0	D-Y	550	110	LV	AT
2014	G2851	1	WESTAR ENERGY	WESTAR ENERGY	US	KS	SUBSTATION	65	36	48	60	26	14.4	0	D-Y	200	110	NO	AT
2014	G2892	2	PACIFICORP	PACIFICORP	US	WY	GENERATOR STEP UP	65	348	464	580	345	22	0	Y-D	1050	150	NO	AT
2014	G2896	8	WESTERN FARMERS EC	WESTERN FARMERS EC	US	OK	SUBSTATION	55/65	12	16	20	138	26.4	0	D-Y	650	150	LV	AT
2014	G2906	4	REYNOLDS CO INC	REYNOLDS CO INC	US	TX	SUBSTATION	55/65	40	50	60	138	12.47	0	D-Y	650	110	NO	AT
2014	G2919	2	DOMINION VIRGINIA POWER	DOMINION VIRGINIA POWER	US	VA	SUBSTATION	65	20.16	26.88	33.6	230	13.2	0	D-Y	900	110	LV	NO
2014	G2938	7	AMERICAN ELECTRIC POWER	AMERICAN ELECTRIC POWER	US	IN	AUTO	65	405	540	675	345	138	34.5	Y-Y	1050	650	NO	AT
2014	G2946	12	TEXAS ELECTRIC COOPERATIVE	SHARYLAND UTILITIES	US	TX	SUBSTATION	55/65	30	40	50	138	24.94	0	D-Y	650	150	LV	AT
2014	G2950	3	OG&E CENTRAL DISTR STORE	OKLAHOMA GAS & ELECTRIC	US	OK	AUTO	55/65	60	80	100	138	69	13.2	Y-Y	550	350	NO	AT
2014	G2985	3	DUKE ENERGY CORPORATION	PROGRESS ENERGY CAROLINA	US	FL	SUBSTATION	55/65	30	40	50	115	13.09	0	D-Y	550	110	LV	AT
2014	G3040	3	SABER POWER SERVICES LLC	SABER POWER SERVICES LLC	US	TX	SUBSTATION	55/65	40	53.33	66.67	138	25	0	D-Y	550	150	NO	AT
2014	G3043	2	CONSUMERS ENERGY COMPANY	CONSUMERS ENERGY	US	MI	SUBSTATION	65	30	40	0	18	6.9	0	D-Y	150	110	NO	AT
2014	G3044	1	CONSUMERS ENERGY COMPANY	CONSUMERS ENERGY	US	MI	SUBSTATION	65	60	80	0	138	6.9	3.984	Y-Y	550	110	NO	AT
2014	G3046	4	DUKE ENERGY CORPORATION	DUKE ENERGY	US	FL	SUBSTATION	55/65	18	24	30	69	13.09	0	D-Y	350	110	LV	AT
2014	G3047	2	OG&E CENTRAL DISTR STORE	OKLAHOMA GAS & ELECTRIC	US	OK	AUTO	55/65	240	320	400	345	138	13.8	Y-Y	1050	650	NO	AT
2014	G3053	2	CHEYENNE LIGHT FUEL AND	BLACK HILLS POWER	US	WY	GENERATOR STEP UP	65	75	100	125	115	13.8	0	Y-D	550	110	NO	AT
2014	G3055	2	DUKE ENERGY CORPORATION	DUKE ENERGY CORPORATION	US	NC	AUTO	55/65	180	240	300	230	115	13.8	Y-Y	900	550	NO	AT
2014	G3056	4	ABB INC	FIRSTENERGY	US	VA	STATIC VAR COMPESATOR	65	120	160	200	500	33.1	0	Y-D	1550	250	NO	NO
2014	G3057	4	ABB INC	FIRSTENERGY	US	VA	STATIC VAR COMPESATOR	65	100	133.33	166.66	500	28	0	Y-D	1550	200	NO	NO
2014	G3065	3	DOMINION VIRGINIA POWER	DOMINION VIRGINIA POWER	US	VA	SUBSTATION	65	11.2	14	0	34.5	13.2	0	D-Y	200	110	NO	AT
2014	G3068	3	DOMINION VIRGINIA POWER	DOMINION VIRGINIA POWER	US	VA	SUBSTATION	65	34.2	45.6	57	21	6.9	0	D-Y	150	110	NO	AT

2016	G3629	1	TEXAS ELECTRIC COOPERATIVE	PRIORITY POWER MANAGEMENT	US	TX	SUBSTATION	55/65	15	20	25	138	24.94	0	D-Y	650	150	LV	AT
2016	G3633	1	BLACK HILLS POWER	BLACK HILLS POWER	US	CO	GENERATOR STEP UP	65	75	100	125	115	13.8	0	Y-D	550	110	NO	AT
2016	G3634	1	ISOLUX-TVIG HW, LLC	ISOLUX-TVIG HW, LLC	US	TX	COLLECTOR STEP UP	65	100	133	165	345	34.5	13.8	Y-Y	1050	200	HV	NO
2016	G3636	1	TUCSON ELECTRIC POWER CO	TUCSON ELECTRIC POWER CO	US	AZ	AUTO	55/65	90	120	150	138	46	13.27	Y-Y	650	250	LV	NO
2016	G3637	2	AUBREY SILVEY	AUBREY SILVEY	US	LA	SUBSTATION	55/65	60	67	80	230	13.8	0	D-Y	750	110	NO	AT
2016	G3638	1	HEARTLAND REMC	HEARTLAND REMC	US	IN	SUBSTATION	55/65	12	16	20	69	12.47	0	D-Y	350	110	NO	AT
2016	G3639	1	WESTERN FARMERS EC	WESTERN FARMERS EC	US	OK	AUTO	55/65	37.5	50	62.5	138	69	13.8	Y-Y	650	350	NO	AT
2016	G3640	1	MONTANA-DAKOTA UTILITIES	MONTANA DAKOTA UTILITIES	US	ND	SUBSTATION	65	25	33.33	41.66	235.75	34.5	0	D-Y	825	200	LV	AT
2016	G3643	1	BORDER STATES	SOUTH MISSISSIPPI EPA	US	MS	AUTO	55/65	60	80	100	161	69	13.8	Y-Y	650	350	LV	AT
2016	G3648	1	NORTHWESTERN ENERGY	NORTHWESTERN ENERGY	US	MT	AUTO	65	45	60	75	161	100	14.4	Y-Y	750	550	NO	AT
2016	G3650	2	OG&E CENTRAL DISTR STORE	OKLAHOMA GAS & ELECTRIC	US	OK	SUBSTATION	55/65	7.5	9.37	10.5	69	4.36	0	D-Y	350	95	NO	AT
2016	G3652	1	TUCSON ELECTRIC POWER CO	TUCSON ELECTRIC POWER CO	US	AZ	SUBSTATION	55/65	51	67.2	84	138	13.8	0	D-Y	650	110	LV	AT
2016	G3664	1	AIR PRODUCTS & CHEMICALS	AIR PRODUCTS & CHEMICALS	US	TX	SUBSTATION	55/65	10	12.5	0	138	4.16	0	D-Y	550	75	NO	AT
2016	G3665	1	AIR PRODUCTS & CHEMICALS	AIR PRODUCTS & CHEMICALS	US	TX	SUBSTATION	55/65	15	20	0	138	12.47	0	D-Y	550	110	NO	AT
2016	G3666	1	AIR PRODUCTS & CHEMICALS	AIR PRODUCTS & CHEMICALS	US	TX	SUBSTATION	55/65	33	44	0	138	13.8	0	D-Y	550	110	NO	AT
2016	G3667	4	ENERGY PARTS SOLUTIONS, LLC	ENERGY PARTS SOLUTIONS, LLC	US	TX	GENERATOR STEP UP	65	45	60	75	132	11.5	0	Y-D	550	110	NO	AT
2016	G3668	1	REYNOLDS CO INC	REYNOLDS CO INC	US	TX	SUBSTATION	65	20	26.67	33.33	138	13.2	0	D-Y	650	110	LV	AT
2016	G3669	1	AIR PRODUCTS & CHEMICALS	AIR PRODUCTS & CHEMICALS	US	TX	SUBSTATION	55/65	40	53.2	0	138	13.8	0	D-Y	550	110	NO	AT
2016	G3672	1	GEXPRO	GEXPRO	US	TX	SUBSTATION	65	37.5	50	62.5	115	13.8	0	D-Y	550	150	NO	AT
2016	G3675	1	TEXAS ELECTRIC COOPERATIVE	FARMERS ELECTRIC COOPERATIVE	US	TX	SUBSTATION	55/65	15	20	25	134	24.9	0	D-Y	550	150	LV	AT
2017	G3135	10	DUKE ENERGY CORPORATION	DUKE ENERGY CORPORATION	US	NC	SUBSTATION	55/65	15	20	25	115	24	0	D-Y	550	150	NO	AT
2017	G3143	8	DUKE ENERGY CORPORATION	DUKE ENERGY CORPORATION	US	NC	SUBSTATION	55/65	15	20	25	230	24	0	D-Y	900	150	NO	AT
2017	G3144	2	DUKE ENERGY CORPORATION	PROGRESS ENERGY FLORIDA	US	FL	SUBSTATION	55/65	12	16	20	69	13.09	0	D-Y	350	110	LV	AT
2017	G3283	5	PUBLIC SERVICE ELECTRIC & GAS	DASHIELL, LLC	US	NJ	SUBSTATION	65	9	12	15	26.4	4.37	0	D-Y	200	95	NO	AT
2017	G3299	4	DOMINION VIRGINIA POWER	DOMINION VIRGINIA POWER	US	VA	SUBSTATION	55/65	18	24	30	34.4	4.16	0	D-Y	200	110	LV	AT
2017	G3367	1	EL PASO ELECTRIC CO	EL PASO ELECTRIC CO	US	TX	AUTO	55/65	120	160	200	345	115.5	13.8	Y-Y	1050	450	NO	AT
2017	G3397	6	TEXAS ELECTRIC COOPERATIVE	BRAZOS ELECTRIC COOP.	US	TX	SUBSTATION	65	12	16	20	134	13.2 x 26.4	0	D-Y	550	150	LV	AT
2017	G3410	12	OG&E CENTRAL DISTR STORE	OKLAHOMA GAS & ELECTRIC	US	OK	SUBSTATION	55/65	12	16	20	138	13.09	0	D-Y	550	110	LV	AT
2017	G3458	2	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	US	NJ	SUBSTATION	65	27	36	45	230	13.8	0	D-Y	900	150	LV	AT
2017	G3481	3	ANIXTER POWER SOLUTIONS	CITY OF ROCK HILL	US	SC	SUBSTATION	55/65	30	40	50	108	24.94	0	D-Y	550	150	NO	AT
2017	G3483	2	DASHIELL, LLC	DASHIELL, LLC	US	TX	COLLECTOR STEP UP	65	94.8	126.4	158	138	34.5	13.2	Y-Y	550	200	HV	NO
2017	G3502	5	DUKE ENERGY CORPORATION	DUKE ENERGY CORPORATION	US	FL	AUTO	55/65	180	240	300	230	115	13.8	Y-Y	900	550	LV	AT
2017	G3511	2	PROENERGY SERVICES	ENERGY PARTS SOLUTIONS, LLC	US	TX	GENERATOR STEP UP	65	138	184	230	230	18	0	Y-D	900	150	NO	AT
2017	G3518	2	DUKE ENERGY CORPORATION	PROGRESS ENERGY FLORIDA	US	FL	SUBSTATION	55/65	30	40	50	115	13.09	0	D-Y	550	110	LV	AT
2017	G3522	3	MAYER ELECTRIC SUPPLY CO	CITY OF DOTHAN	US	AL	SUBSTATION	55/65	20	26	33	115	13.2	0	D-Y	550	110	NO	AT
2017	G3551	2	BLACK HILLS POWER	BLACK HILLS POWER	US	CO	COLLECTOR STEP UP	65	42	56	70	115	34.5	13.8	Y-Y	550	200	NO	AT
2017	G3571	1	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	US	NJ	SUBSTATION	65	27	36	45	69	13.8	0	D-Y	350	150	LV	AT
2017	G3572	1	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	US	NJ	SUBSTATION	65	27	36	45	69	13.8	0	D-Y	350	150	LV	AT
2017	G3573	2	VAUGHN INDUSTRIES, LLC	FLS ENERGY	US	NC	COLLECTOR STEP UP	55/65	25	33.33	41.67	115	34.5	0	D-Y	550	200	NO	AT
2017	G3579	3	OG&E CENTRAL DISTR STORE	OKLAHOMA GAS & ELECTRIC	US	OK	SUBSTATION	55/65	7.5	9.38	10.5	138	13.09	0	D-Y	550	110	LV	AT
2017	G3580	1	DASHIELL, LLC	DASHIELL, LLC	US	TX	SUBSTATION	55/65	40	53.2	66.5	138	13.8	0	D-Y	550	110	NO	AT
2017	G3585	2	OG&E CENTRAL DISTR STORE	OG&E CENTRAL DISTR STORE	US	OK	GENERATOR STEP UP	55/65	96	128	160	138	13.8	13.8	Y-D	550	110	NO	AT
2017	G3586	1	OG&E CENTRAL DISTR STORE	OG&E CENTRAL DISTR STORE	US	OK	GENERATOR STEP UP	55/65	48	64	80	138	13.8	0	Y-D	550	110	NO	AT
2017	G3588	1	DASHIELL, LLC	DASHIELL, LLC	US	TX	COLLECTOR STEP UP	65	120	160	200	138	34.5	13.2	Y-Y	550	200	HV	NO
2017	G3593	3	DUKE ENERGY CORPORATION	DUKE ENERGY CORPORATION	US	NC	AUTO	65	268.8	358.4	448	230	115	13.8	Y-Y	900	550	NO	AT
2017	G3601	6	CB&I	CB&I	US	TX	SUBSTATION	65	30	0	0	34.5	13.8	0	D-Y	200	110	NO	AT
2017	G3604	6	CB&I	CB&I	US	TX	SUBSTATION	55/65	12	16	20	138	13.8	0	D-Y	650	110	LV	NO
2017	G3609	2	DOMINION VIRGINIA POWER	DOMINION VIRGINIA POWER	US	NC	AUTO	65	100.8	134.4	168	230	115	13.2	Y-Y	900	550	LV	AT
2017	G3609	2	DOMINION VIRGINIA POWER	DOMINION VIRGINIA POWER	US	VA	AUTO	65	100.8	134.4	168	230	115	13.2	Y-Y	900	550	LV	AT
2017	G3617	2	OG&E CENTRAL DISTR STORE	OG&E CENTRAL DISTR STORE	US	OK	SUBSTATION	65	11.25	15	0	13.8	4.16	0	D-Y	95	75	NO	AT
2017	G3626	1	OG&E CENTRAL DISTR STORE	OG&E CENTRAL DISTR STORE	US	AR	AUTO	55	120	160	200	500	345	13.8	Y-Y	1425	1050	NO	AT
2017	G3628	1	GE ENERGY MANAGEMENT	GE ENERGY MANAGEMENT	US	CT	GENERATOR STEP UP	65	27	0	0	115	12.47	0	Y-D	550	110	NO	AT
2017	G3630	2	DOMINION VIRGINIA POWER	DOMINION VIRGINIA POWER	US	VA	SUBSTATION	65	30	40	50	115	13.8	0	D-Y	550	110	LV	AT
2017	G3642	3	TEXAS ELECTRIC COOPERATIVE	PEDERNALES EC	US	TX	SUBSTATION	55/65	25	33.3	41.7	138	26.18	0	D-Y	650	150	LV	AT
2017	G3644	3	OG&E CENTRAL DISTR STORE	OKLAHOMA GAS & ELECTRIC	US	OK	SUBSTATION	55/65	7.5	9.38	10.5	138	26.18	0	D-Y	550	150	LV	AT
2017	G3646	3	KIEWIT POWER CONSTRUCTOR	INVENERGY	US	PA	GENERATOR STEP UP	65	325	433	540	235	23.5	0	Y-D	900	150	NO	AT
2017	G3647	3	STUART IRBY	LEE COUNTY EC	US	FL	SUBSTATION	55/65	30	40	50	138	24.94	0	D-Y	550	200	NO	AT
2017	G3654	1	KIEWIT POWER CONSTRUCTOR	INVENERGY	US	PA	SUBSTATION	65	43.5	58	72.5	23.5	6.9	0	D-Y	150	95	NO	AT
2017	G3655	1	KIEWIT POWER CONSTRUCTOR	INVENERGY	US	PA	SUBSTATION	65	43.5	58	72.5	23.5	6.9	0	D-Y	150	95	NO	AT
2017	G3657	1	EL PASO ELECTRIC CO	EL PASO ELECTRIC CO	US	TX	SUBSTATION	55/65	7.5	10	11.2	13.8	2.4	0	D-D	150	150	NO	AT
2017	G3658	1	BLACK & VEATCH	BLACK & VEATCH	US	TX	AUTO	65	54	72	90	138	70.5	13.09	Y-Y	550	350	LV	AT
2017	G3659	2	OVERTON POWER DISTRICT	OVERTON POWER DISTRICT	US	NV	SUBSTATION	55/65	20	26.67	33.33	138	12.47	0	D-Y	650	150	NO	AT
2017	G3660	1	APEX WIND ENERGY, INC	APEX WIND ENERGY, INC	US	TX	COLLECTOR STEP UP	65	105	140	175	138	34.5	12.75	Y-Y	650	200	HV	NO

2017	G3663	1	AIR PRODUCTS & CHEMICALS	AIR PRODUCTS & CHEMICALS	US	-	SUBSTATION	55/65	15	20	-	138	4.16	-	D-D	550	-	NO	-
2017	G3673	1	ORLANDO UTILITIES COMMISSION	ORLANDO UTILITIES COMMISSION	US	FL	SUBSTATION	55/65	20	26.6	33.3	115	12.47	0	D-Y	550	110	LV	AT
2017	G3677	1	TEXAS ELECTRIC COOPERATIVE	NEW BRAUNFELS UTILITIES	US	TX	SUBSTATION	55/65	20	26.66	33.33	138	13.09	0	D-Y	550	150	LV	AT
2017	G3678	1	ANIXTER POWER SOLUTIONS	SUNFLOWER EC	US	KS	SUBSTATION	65	15	20	25	34.5	12.47	0	D-Y	200	110	NO	AT
2017	G3679	1	DASHIELL, LLC	DASHIELL, LLC	US	LA	SUBSTATION	55/65	50	56	0	138	13.8	0	D-Y	650	110	NO	AT
2017	G3680	1	DASHIELL, LLC	SPECTRA ENERGY	US	KY	SUBSTATION	65	15	16.8	0	161	13.8	0	D-Y	650	110	NO	AT
2017	G3681	1	AMERICAN ELECTRIC POWER	AMERICAN ELECTRIC POWER	US	TX	AUTO	65	54	72	90	138	70.5	13.09	Y-Y	550	350	NO	AT
2017	G3723	1	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	US	NJ	SUBSTATION	65	27	36	45	69	13.8	0	D-Y	350	150	LV	AT
2017	G3725	1	DUKE ENERGY CORPORATION	PROGRESS ENERGY FLORIDA	US	FL	SUBSTATION	55/65	30	40	50	115	24.94	0	D-Y	550	150	LV	AT
2017	G3727	1	DASHIELL, LLC	DASHIELL, LLC	US	TX	SUBSTATION	55/65	12	16	0	138	2.4	0	D-D	550	75	LV	AT
2017	G3728	2	NORTHWESTERN ENERGY	NORTHWESTERN ENERGY	US	MT	SUBSTATION	65	25	33	42	161 x 69	24.94	0	D-Y	750	150	LV	AT
2017	G3729	1	NORTHWESTERN ENERGY	NORTHWESTERN ENERGY	US	MT	AUTO	65	30	40	50	161	69	14.4	Y-Y	750	350	NO	AT
2017	G3730	1	NORTHWESTERN ENERGY	NORTHWESTERN ENERGY	US	SD	SUBSTATION	65	15	20	25	115	13.08	0	D-Y	550	110	LV	AT
2017	G3731	1	ALSTOM GRID INC	GE SOLUTIONS	US	NJ	SUBSTATION	55/65	26.3	35	43.9	230	13.8	0	D-Y	900	110	NO	AT
2017	G3732	1	DASHIELL, LLC	DASHIELL, LLC	US	TX	SUBSTATION	65	25	33	41.7	141	12.47	0	D-Y	550	110	LV	AT
2017	G3733	1	OWENS ILLINOIS INC	OWENS ILLINOIS INC	US	-	SUBSTATION	55/65	10	12.5	-	69 x 115	12.47	-	D-D	350	-	NO	-
2017	G3735	2	ANIXTER POWER SOLUTIONS	FLS AUTOMATION	US	SC	SUBSTATION	55/65	36	48	60	100	34.5	0	D-Y	550	200	LV	AT
2017	G3736	1	STUART IRBY	SUMTER EC	US	FL	SUBSTATION	55/65	20	26.7	33.3	69	4.94 x 12.4	0	D-Y	350	150	LV	AT
2017	G3737	2	ELECTRICAL DISTRICT NO 3	ELECTRICAL DISTRICT NO 3	US	AZ	SUBSTATION	Other	18	24	32	69	12.47	0	D-Y	350	150	LV	AT
2017	G3738	2	JACKSONVILLE ELECTRIC AU	JACKSONVILLE ELECTRIC AUTHORITY	US	FL	SUBSTATION	65	30	40	50	138	27	0	D-Y	550	200	LV	AT
2017	G3739	1	NORTHWESTERN ENERGY	NORTHWESTERN ENERGY	US	MT	SUBSTATION	65	5	7	0	69 x 50.5	3.08 x 4.1	0	D-Y	350	110	NO	AT
2017	G3741	3	WESTERN FARMERS EC	WESTERN FARMERS EC	US	OK	SUBSTATION	55/65	7.5	9.37	0	138	13.2	0	D-Y	650	110	LV	AT
2017	G3744	2	OG&E CENTRAL DISTR STORE	OKLAHOMA GAS & ELECTRIC	US	OK	SUBSTATION	55/65	12	16	20	138	13.8	0	D-Y	550	110	LV	AT
2017	G3745	1	ECO INDUSTRIES	ECO INDUSTRIES	US	ME	COLLECTOR STEP UP	65	15	20	25	115	34.5	13.2	Y-Y	550	200	HV	NO
2017	G3746	1	GE GRID SOLUTIONS, LLC	SUNPOWER CORP.	US	OR	COLLECTOR STEP UP	65	37	49	62	115	34.5	13.2	Y-Y	450	200	HV	NO
2017	G3747	1	DOMINION VIRGINIA POWER	DOMINION VIRGINIA POWER	US	VA	SUBSTATION	65	33.6	44.8	56	230	36.5	0	D-Y	900	200	LV	NO
2017	G3751	1	TEXAS ELECTRIC COOPERATIVE	TRINITY VALLEY EC	US	TX	SUBSTATION	55/65	15	20	25	134	24.94	0	D-Y	550	150	NO	AT
2017	G3755	1	NORTHWESTERN ENERGY	NORTHWESTERN ENERGY	US	MT	SUBSTATION	65	25	33	42	161	4.94 x 13.(	0	D-Y	750	150	LV	AT
2017	G3756	1	NORTHWESTERN ENERGY	NORTHWESTERN ENERGY	US	MT	SUBSTATION	65	25	33	42	102	13.08	0	D-Y	550	110	LV	AT
2017	G3757	1	NORTHWESTERN ENERGY	NORTHWESTERN ENERGY	US	MT	SUBSTATION	65	25	33	42	69	13.08	0	D-Y	350	110	LV	AT
2017	G3758	3	NORTHWESTERN ENERGY	NORTHWESTERN ENERGY	US	MT	SUBSTATION	65	15	20	25	102	13.08	0	D-Y	550	110	LV	AT
2017	G3761	3	OG&E CENTRAL DISTR STORE	OKLAHOMA GAS & ELECTRIC	US	OK	SUBSTATION	55/65	10	12.5	14	69	4.16	0	D-Y	350	60	NO	AT
2017	G3763	1	BLACK HILLS POWER	BLACK HILLS POWER	US	SD	SUBSTATION	55/65	12	16	20	67	12.47	0	D-Y	350	110	LV	AT
2017	G3764	1	OG&E CENTRAL DISTR STORE	OKLAHOMA GAS & ELECTRIC	US	OK	SUBSTATION	55/65	15	20	25	161	36.2	0	D-Y	650	200	LV	AT
2017	G3766	1	PROENERGY SERVICES	PROENERGY SERVICES	US	TX	GENERATOR STEP UP	65	45	60	75	115	13.8	0	Y-D	550	110	NO	AT
2017	G3768	2	GE GRID SOLUTIONS, LLC	VERMONT ELEC POWER CO	US	VT	STATIC VAR COMPESATOR	65	40.4	53.87	67.34	115	18	0	Y-D	550	150	NO	NO
2017	G3769	1	DUKE ENERGY CORPORATION	DUKE ENERGY CORPORATION	US	FL	AUTO	55/65	120	160	200	115	69	13.8	Y-Y	550	350	LV	AT
2017	G3779	2	ANIXTER POWER SOLUTIONS	CITY OF NEWBERRY	US	SC	SUBSTATION	55/65	20	26.66	33.33	115	24.94	0	D-Y	550	150	NO	AT
2017	G3803	1	DASHIELL, LLC	DASHIELL, LLC	US	CA	COLLECTOR STEP UP	65	50	67	83.3	92	34.5	13.2	Y-Y	450	200	NO	AT
2017	G3806	1	LOUISVILLE GAS ELEC CO	LOUISVILLE GAS & ELECTRIC	US	KY	GENERATOR STEP UP	65	175.8	0	0	345	20.9	0	Y-D	1050	150	NO	AT
2017	G3813	1	HOOSIER ENERGY REC INC	HOOSIER ENERGY REC INC.	US	IN	AUTO	55/65	180	240	300	345	138	13.8	Y-Y	1050	650	NO	AT
2017	G3815	1	HOOSIER ENERGY REC INC	HOOSIER ENERGY REC INC.	US	IN	AUTO	55/65	37.5	50	62.5	138	69	13.8	Y-Y	650	350	LV	AT
2017	G3816	1	DUKE ENERGY CORPORATION	DUKE ENERGY CORPORATION	US	IN	SUBSTATION	65	8.4	10.5	0	69 x 34.5	4.16	0	D-Y	350	75	LV	AT
2017	G3817	1	DUKE ENERGY CORPORATION	PROGRESS ENERGY FLORIDA	US	FL	AUTO	55/65	90	120	150	138	69	13.8	Y-Y	650	350	LV	AT
2017	G3819	1	GE GRID SOLUTIONS, LLC	AIR FORCE	US	CA	SUBSTATION	65	15	20	25	71.9	34.5	0	D-Y	350	200	LV	AT
2017	G3822	1	NORTHWESTERN ENERGY	NORTHWESTERN ENERGY	US	MT	SUBSTATION	65	15	20	25	230	4.94 x 13.(	0	D-Y	900	150	LV	AT
2017	G3823	1	NORTHWESTERN ENERGY	NORTHWESTERN ENERGY	US	MT	SUBSTATION	65	12	16	20	115	4.94 x 4.1	0	D-Y	550	150	LV	AT
2017	G3824	1	NORTHWESTERN ENERGY	NORTHWESTERN ENERGY	US	MT	SUBSTATION	65	12	16	20	50	3.08 x 4.1	0	D-Y	350	110	LV	AT
2017	G3835	2	TEXAS A&M UNIVERSITY	TEXAS A&M UNIVERSITY	US	TX	SUBSTATION	65	25	33.3	41.67	138	12.47	0	D-Y	650	110	LV	AT
2017	G3838	2	WESTERN FARMERS EC	WESTERN FARMERS EC	US	OK	SUBSTATION	55/65	12	16	20	138	13.2	0	D-Y	650	110	LV	AT
2017	G3846	1	MA MORTENSON	MORTENSON	US	SC	COLLECTOR STEP UP	65	46	61	76	115	34.5	0	D-Y	450	200	NO	AT
2017	G3848	2	DASHIELL, LLC	DASHIELL, LLC	US	TX	SUBSTATION	55/65	40	53.2	66.5	138	25	0	D-Y	550	200	NO	AT
2017	G3849	1	CB&I	LYONDELL	US	TX	SUBSTATION	55/65	25	33	42	69	12.47	0	D-Y	350	110	NO	AT
2017	G3861	1	DUKE ENERGY CORPORATION	DUKE ENERGY CORPORATION	US	IN	SUBSTATION	65	13.4	17.9	22.4	69	13.09	0	D-Y	350	110	LV	AT
2017	G3862	2	ENEL GREEN POWER NORTH A	ENEL GREEN POWER NORTH A	US	OK	COLLECTOR STEP UP	65	100	133	167	345	34.5	13.2	Y-Y	1050	200	HV	NO
2017	G3863	1	ENEL GREEN POWER NORTH A	ENEL GREEN POWER NORTH A	US	OK	COLLECTOR STEP UP	65	96	120	150	345	34.5	13.2	Y-Y	1050	200	HV	NO
2017	G3864	1	ENEL GREEN POWER NORTH A	ENEL GREEN POWER NORTH A	US	OK	COLLECTOR STEP UP	65	109	136	170	345	34.5	13.2	Y-Y	1050	200	HV	NO
2017	G3865	1	OG&E CENTRAL DISTR STORE	OKLAHOMA GAS & ELECTRIC	US	OK	SUBSTATION	55/65	12	16	20	161	13.09	0	D-Y	650	110	LV	AT
2017	G3868	2	SABER POWER SERVICES LLC	ENTERPRISE PRODUCTS CO	US	TX	SUBSTATION	65	12	16	20	138	12.47	0	D-Y	550	110	NO	AT
2017	G3869	1	ANIXTER POWER SOLUTIONS	LAMAR COUNTY ELEC COOP	US	TX	SUBSTATION	55/65	12	16	20	138	4.94 x 12.4	0	D-Y	550	150	NO	AT
2017	G3870	1	NORTHWESTERN ENERGY	NORTHWESTERN ENERGY	US	MT	AUTO	65	30	40	50	102	50	14.4	Y-Y	550	350	LV	AT
2017	G3873	2	DOMINION VIRGINIA POWER	DOMINION VIRGINIA POWER	US	NC	SUBSTATION	65	33.6	44.8	56	115	36.5	0	D-Y	550	200	LV	AT
2017	G3874	1	DAKOTA SUPPLY GROUP	CITY OF CHASKA	US	MN	SUBSTATION	55/65	30	40	50	115	13.8	0	D-Y	550	110	LV	AT

2017	G3875	2	OG&E CENTRAL DISTR STORE	OKLAHOMA GAS & ELECTRIC	US	OK	SUBSTATION	55/65	24	32	40	138	13.09	0	D-Y	550	110	LV	AT
2017	G3876	2	DASHIELL, LLC	DASHIELL, LLC	US	TX	SUBSTATION	55/65	25	28	0	138	4.16	0	D-Y	550	95	NO	AT
2017	G3877	2	STUART IRBY	NOVEC	US	VA	SUBSTATION	55/65	30	40	50	230	13.2	0	D-Y	900	110	LV	AT
2017	G3879	1	PACIFICORP	PACIFICORP	US	UT	SUBSTATION	65	18	24	30	138	13.2	0	D-Y	550	110	LV	AT
2017	G3881	2	NTERPRISE PRODUCTS OPERATING LL	ENTERPRISE PRODUCTS CO	US	TX	SUBSTATION	55/65	10	12.5	15.6	24.9	4.16	0	Y-Y	150	75	NO	AT
2017	G3883	1	BLACK HILLS POWER	BLACK HILLS POWER	US	SD	SUBSTATION	55/65	10	12.5	0	67	12.47	0	D-Y	350	110	LV	AT
2017	G3884	2	TEXAS ELECTRIC COOPERATIVE	PRIORITY POWER MANAGEMENT	US	NM	SUBSTATION	55/65	33	44	55	115	24.94	0	D-Y	550	150	LV	AT
2017	G3886	1	DUKE ENERGY CORPORATION	DUKE ENERGY CORPORATION	US	NC	SUBSTATION	55/65	7.5	10	12.5	115	13 x 4.33	0	D-Y	550	110	NO	AT
2017	G3890	6	TEXAS ELECTRIC COOPERATIVE	PEDERNALES EC	US	TX	SUBSTATION	55/65	25	33.3	41.7	138	26.18	0	D-Y	650	150	LV	AT
2017	G3896	2	OG&E CENTRAL DISTR STORE	OKLAHOMA GAS & ELECTRIC	US	OK	SUBSTATION	55/65	15	20	25	138	36.2	0	D-Y	550	200	LV	AT
2017	G3899	1	CH2MHILL	GE AVIATION	US	OH	SUBSTATION	55/65	20	26.6	33.3	138	13.2	0	D-Y	650	150	LV	AT
2017	G3901	3	OG&E CENTRAL DISTR STORE	OKLAHOMA GAS & ELECTRIC	US	OK	SUBSTATION	65	18	24	30	138	26.18	0	D-Y	650	150	LV	AT
2017	G3902	1	OG&E CENTRAL DISTR STORE	OKLAHOMA GAS & ELECTRIC	US	OK	SUBSTATION	55/65	7.5	9.37	10.5	69	26.18	0	D-Y	350	150	LV	AT
2017	G3903	1	NORTHWESTERN ENERGY	NORTHWESTERN ENERGY	US	MT	SUBSTATION	65	10	14	0	69	13.08	0	D-Y	350	110	LV	AT
2017	G3905	1	SABER POWER SERVICES LLC	SABER POWER SERVICES LLC	US	TX	SUBSTATION	55/65	20	22.4	0	25	4.16	0	D-Y	150	75	NO	AT
2017	G3906	1	SABER POWER SERVICES LLC	SABER POWER SERVICES LLC	US	TX	SUBSTATION	55/65	25	28	0	25	4.16	0	D-Y	150	75	NO	AT
2017	G3911	2	ANADARKO E&P ONSHORE LLC	ANADARKO PETROLEUM	US	TX	SUBSTATION	55/65	60	80	100	138	13.8	0	D-Y	650	110	LV	AT
2017	G3914	1	SABER POWER SERVICES LLC	WATERLOO NORTH HYDRO	US	TX	SUBSTATION	55	12.5	15.6	0	69	4.16	0	D-Y	350	110	NO	AT
2017	G3915	1	SABER POWER SERVICES LLC	WATERLOO NORTH HYDRO	US	TX	SUBSTATION	55	12.5	15.6	0	138	4.16	0	D-Y	550	75	NO	AT
2017	G3917	2	TEXAS ELECTRIC COOPERATIVE	PRIORITY POWER MANAGEMENT	US	TX	SUBSTATION	65	25	33.3	41.6	138	24.94	0	D-Y	650	150	LV	AT
2017	G3920	1	SOUTHERN CO SERVICES INC	SOUTHERN CO SERVICES INC	US	ME	COLLECTOR STEP UP	65	100	0	0	115	34.5	0	D-Y	450	200	LV	AT
2017	G3923	1	STUART IRBY	AUBREY SILVEY ENTERPRISE	US	TX	SUBSTATION	65	12.5	15.6	0	138 x 69	4.16	0	D-Y	650	110	NO	AT
2017	G3929	2	DOMINION VIRGINIA POWER	DOMINION VIRGINIA POWER	US	VA	SUBSTATION	65	45	60	75	23	14.145	0	D-Y	150	110	NO	AT
2017	G3936	1	TEXAS ELECTRIC COOPERATIVE	LEA COUNTY EC	US	NM	SUBSTATION	55/65	15	20	25	67	12.47	0	D-Y	350	150	NO	AT
2018	G3265	7	DUKE ENERGY CORPORATION	DUKE ENERGY CORPORATION	US	FL	AUTO	55/65	200	266.66	333.33	512	230	13.8	Y-Y	1550	900	HV	NO
2018	G3568	3	AMERICAN ELECTRIC POWER	AMERICAN ELECTRIC POWER	US	OH	AUTO	65	405	540	675	345	138	34.5	Y-Y	1050	650	NO	AT
2018	G3682	3	AMERICAN ELECTRIC POWER	AMERICAN ELECTRIC POWER	US	TX	AUTO	65	54	72	90	138	70.5	13.09	Y-Y	550	350	LV	AT
2018	G3696	1	AMERICAN ELECTRIC POWER	AMERICAN ELECTRIC POWER	US	-	SUBSTATION	65	15	20	25	138	13.09	-	D-D	550	-	-	-
2018	G3706	1	AMERICAN ELECTRIC POWER	AMERICAN ELECTRIC POWER	US	TX	SUBSTATION	65	15	20	25	138 x 69	13.09	0	D-Y	550	110	NO	AT
2018	G3716	1	AMERICAN ELECTRIC POWER	AMERICAN ELECTRIC POWER	US	OH	SUBSTATION	65	15	20	25	68.8	13.09	0	D-Y	350	110	LV	AT
2018	G3866	1	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	US	NJ	SUBSTATION	65	27	36	45	69	13.8	0	D-Y	350	150	LV	AT
2018	G3867	1	DUKE ENERGY CORPORATION	DUKE ENERGY CORPORATION	US	IN	SUBSTATION	65	13.4	17.9	22.4	69	34.5	0	D-Y	350	200	NO	AT
2018	G3904	1	FIRST ENERGY CORP	FIRSTENERGY	US	PA	SUBSTATION	65	16.8	22.4	0	69	13.2	0	D-Y	350	150	LV	AT
2018	G3907	1	STUART IRBY	JACKSONVILLE ELECTRIC AUTHORITY	US	FL	SUBSTATION	65	30	40	50	69	27	0	D-Y	350	200	LV	AT
2018	G3910	9	TEXAS ELECTRIC COOPERATIVE	BRAZOS ELECTRIC COOP.	US	TX	SUBSTATION	65	30	40	50	134	26.4	0	D-Y	550	200	LV	AT
2018	G3927	1	DUKE ENERGY CORPORATION	DUKE ENERGY CORPORATION	US	OH	SUBSTATION	65	20.2	26.9	33.6	69	34.5	0	D-Y	350	200	LV	AT
2018	G3928	1	TEXAS ELECTRIC COOPERATIVE	CENTRAL TEXAS EC	US	TX	SUBSTATION	55/65	12	16	20	138	26.18	0	D-Y	550	150	LV	AT
2018	G3932	2	NORTHWESTERN ENERGY	NORTHWESTERN ENERGY	US	MT	SUBSTATION	65	25	33	42	102	13.08	0	D-Y	550	110	LV	AT
2018	G3934	1	NORTH AMERICAN STAINLESS	NORTH AMERICAN STAINLESS STEEL	US	KY	SUBSTATION	55/65	90	134	0	345	34.5	0	D-Y	1050	200	NO	AT
2018	G3938	2	PROENERGY SERVICES	PROENERGY SERVICES	US	TX	GENERATOR STEP UP	65	120	160	200	230	13.8	0	Y-D	900	150	NO	AT
2018	G3940	1	AMEREN	AMEREN	US	MO	SUBSTATION	65	50.4	67.2	84	161	69	0	D-Y	650	350	LV	AT
2018	G3947	2	TEXAS ELECTRIC COOPERATIVE	DEAF SMITH EC	US	TX	SUBSTATION	55/65	12	16	20	115	25	0	D-Y	550	150	NO	AT
2018	G3950	1	DASHIELL, LLC	DASHIELL, LLC	US	TX	GENERATOR STEP UP	55/65	25	33.3	41.56	138	13.8	0	D-Y	650	110	NO	AT
2018	G3951	1	STUART IRBY	RAPPAHANNOCK EC	US	VA	SUBSTATION	55/65	25	33	42	135	36.2	0	D-Y	550	200	LV	AT
2018	G3973	2	ENGINEERED SOFTWARE	ESP	US	TX	SUBSTATION TRANSFORMER	55/65	13	16.25	0	138	13.2	0	D-Y	550	110	BT	AT
2018	G3974	2	DASHIELL, LLC	Dashiell	US	TX	SUBSTATION TRANSFORMER	55/65	16	17.92	0	138	4.16	0	D-Y	550	75	NO	AT
2018	G3957	2	STUART IRBY	AUBREY SILVEY	US	MS	SUBSTATION TRANSFORMER	55/65	25	33.3	41.6	230	13.8	0	D-Y	900	150	BT	AT
2018	G3958	2	OG&E CENTRAL DISTR STORE	OKLAHOMA GAS & ELECTRIC	US	OK	SUBSTATION TRANSFORMER	55/65	30	40	50	138	13.8	0	D-Y	550	110	BT	AT
2018	G3961	1	STUART IRBY	Withlacoochee River Electric Coop	US	FL	SUBSTATION TRANSFORMER	55/65	30	40	50	69	24.94	0	D-Y	350	150	BT	AT
2018	G3967	2	NORTHWESTERN ENERGY	NORTHWESTERN ENERGY	US	MT	SUBSTATION TRANSFORMER	65	15	20	25	230	13.08	0	D-Y	900	110	BT	AT

4360 SOUTH 90TH ST
OMAHA NE 68127-1310
Phone: 402-592-7676
Fax: 402-331-8207

To: DEPT OF UTILITIES
3000 E 1ST ST
FREMONT NE 68025-6415
Attn: Nate
Phone: 402-727-2600
Fax:
Email: connie.hergenrader@graybar.com

Date: 06/15/2020
Proj Name: SUBSTATION TRANSFORMERS
GB Quote #: 0235579403
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 06/15/2020
Valid To: 07/15/2020
Contact: CONNIE HERGENRADER
Email: connie.hergenrader@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		2 EA	GE-PROLEC	THREE PHASE SUBSTATION TRANSFORMER		$599,274.61	1	$1,198,549.22

Item Note: **Three phase, oil immersed, Substation Transformer, 15/20/25//28 MVA, ONAN/ONAF/ONAF/ONAF @ 65°C, 60 Hz, 55/65°C temperature rise, high voltage of 69 kV Delta connection with No Load Tap Changer, low voltage of 13.80 kV Wye connection with Load Tap Changer.**
-We are quoting these transformers EX Works (Incoterms 2010) Factory in Apodaca, N.L. México. Refer to section 5.4.
-Dry Air Shipment.

101		2 EA	GE-PROLEC	7% SALES TAX ON TRANSFORMER		$44,949.22	1	$89,898.44
200		2 EA	GE-PROLEC	DELIVERY		$25,979.00	1	$51,958.00

Item Note: **Unit price adder to deliver this transformer DDP (Incoterms 2010) nearest the final destination in Fremont, NE US.**

Buyer shall provide, at its own expense, free and clear access to PGE and PGE's subcontractors for purposes of inspecting access routes to the delivery pad (if applicable). If such access is not allowed within thirty (30) days after execution or expedition of a binding Purchase Order, the quoted freight price shall be subject to applicable extra costs as necessary, according to PGE's subcontractor's inspections. Should PGE or its subcontractor deem it necessary to make modifications to access routes, or to use special equipment or maneuvers in order to perform proper delivery, Buyer shall make such modifications and/or bear the costs for any special equipment or maneuvers to be used.

Upon arrival by GE Prolec or GE Prolec's subcontractors in charge of freight for delivery, the Purchaser shall promptly begin the applicable actions in order for proper delivery and reception to take place. If such actions are not started within 24 hours after arrival of the Products, the Purchaser shall hold GE Prolec harmless from and against any and all costs which GE Prolec might incur by reason of such delay, including but not limited to demurrage costs.

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com **24-Hour Emergency Phone#: 1-800-GRAYBAR**

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: DEPT OF UTILITIES
3000 E 1ST ST
FREMONT NE 68025-6415
Attn: Nate

Date: 06/15/2020
Proj Name: SUBSTATION TRANSFORMERS
GB Quote #: 0235579403

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

201	2 EA	GE-PROLEC	7% SALES TAX ON DELIVERY	$1,818.53	1	$3,637.06
300	2 EA	GE-PROLEC	FOR OFF-LOADING AND PLACE ON PAD	$11,340.00	1	$22,680.00

Item Note: **Unit price adder for off-loading and place on pad. For truck shipment.**
"Considering free and clear access to the substation pad"
The price is valid if service is performed no later than three (3) months after the transformer shipment date. If performed later a price adjustment will apply

301	2 EA	GE-PROLEC	7% SALES TAX ON OFF-LOADING	$793.80	1	$1,587.60
400	2 EA	GE-PROLEC	FIELD ASSEMBLY	$42,886.00	1	$85,772.00

Item Note: **Unit price adder for field assembly, drying process, vacuum oil filling and field tests.**
-For Non Union Site: Union Labor is NOT considered in the scope.
-The price is valid if service is performed no later than three (3) months after the transformer shipment date. If performed later a price adjustment will apply.

401	2 EA	GE-PROLEC	7% SALES TAX ON FIELD ASSEMBLY	$3,002.02	1	$6,004.04
500	1 EA	GE-PROLEC	HV BUSHING	$2,252.63	1	$2,252.63
600	1 EA	GE-PROLEC	LV BUSHING	$1,351.58	1	$1,351.58

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

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This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: DEPT OF UTILITIES
3000 E 1ST ST
FREMONT NE 68025-6415
Attn: Nate

Date: 06/15/2020
Proj Name: SUBSTATION TRANSFORMERS
GB Quote #: 0235579403

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

700	1 EA	GE-PROLEC	NEUTRAL BUSHING	$1,351.58	1	$1,351.58
800	1 EA	GE-PROLEC	SET OF GASKETS	$1,689.47	1	$1,689.47
900	1 EA	GE-PROLEC	FAN	$1,013.68	1	$1,013.68
1000	1 EA	GE-PROLEC	ELECTRONIC TEMPERATURE MONITOR	$7,771.61	1	$7,771.61

Total in USD (Tax not included): $1,475,516.91

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com **24-Hour Emergency Phone#: 1-800-GRAYBAR**

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

RESOLUTION NO. 2020-144

A Resolution of the City Council of the City of Fremont, Nebraska, awarding the contract to Graybar Electric Company Inc. for Purchase of Substation Transformers in the amount of $1,460,086.36.

WHEREAS, the City of Fremont sought and received proposals for the purchase of substation transformers; and,

WHEREAS, The Utility & Infrastructure Board approved this recommendation with a 5-0 vote at their meeting on June 30, 2020.

NOW, THEREFORE BE IT RESOLVED, the Mayor and City Council of the City of Fremont award the contract to Graybar Electric Company Inc. for Purchase of Substation Transformers in the amount of $1,460,086.36.

PASSED AND APPROVED THIS 14th DAY OF JULY, 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: July 14, 2020

SUBJECT: General Obligation Auditorium Bond Issue

Recommendation: Introduce Ordinance 5537 to issue General Obligation Auditorium bonds and hold first reading.

Background: In 2019, the residents of the City passed a $2,000,000 bond issue for renovating the City Auditorium. Current tax-exempt municipal bond interest rates are favorable to issue the bonds soon.

The City has terminated its three-year agreement with Ameritas Investment Corp. That agreement was awarded to Ameritas based on the municipal advisor experience of the firm. The personnel with that experience have since moved to Piper Sandler Co. Scott Keene is Managing Director of the Public Finance Investment Banking for Piper Sandler. He has agreed to the pricing for municipal advisory services contained in the long-term agreement with Ameritas. Mr. Keene will be at the City Council meeting to provide a brief presentation on each of the bond issues presented.

Ordinance 5537 authorizes the issuance of bonds not to exceed $2,000,000. Concerning this bond issue, Piper Sandler will be serving as underwriter, not as a municipal advisor, in a negotiated sale. Presentation copies of the Notice of Sale, Preliminary Official Statement and the Paying Agent Agreement are available in hard copy at the City Clerk's office and will be available at the Council meeting. These documents are in draft form with intentional blanks in them at this point in the process.

Fiscal Impact: Assuming a 10-year maturity, property taxes will increase approximately 0.01325/$100 of valuation, using the 2019 certified valuation value. That represents just under a $20 increase in property tax on property valued at $150,000.

CITY OF FREMONT, NEBRASKA

GENERAL OBLIGATION AUDITORIUM BONDS, SERIES 2020

$2,000,000 PAR AMOUNT WITH 10 YEAR AMORTIZATION

PRELIMINARY ANALYSIS - CONSERVATIVE NON-RATED BQ RATES - 7/8/20

Sources & Uses

Dated 09/15/2020 | Delivered 09/15/2020

Sources Of Funds

Par Amount of Bonds	$2,000,000.00
Total Sources	**$2,000,000.00**

Uses Of Funds

Deposit to Project Construction Fund	1,964,000.00
Total Underwriter's Discount (1.000%)	20,000.00
Costs of Issuance	16,000.00
Total Uses	**$2,000,000.00**

CITY OF FREMONT, NEBRASKA

GENERAL OBLIGATION AUDITORIUM BONDS, SERIES 2020

$2,000,000 PAR AMOUNT WITH 10 YEAR AMORTIZATION

PRELIMINARY ANALYSIS - CONSERVATIVE NON-RATED BQ RATES - 7/8/20

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
12/15/2021	Serial Coupon	1.300%	1.300%	185,000.00	100.000%	185,000.00
12/15/2022	Serial Coupon	1.350%	1.350%	190,000.00	100.000%	190,000.00
12/15/2023	Serial Coupon	1.400%	1.400%	190,000.00	100.000%	190,000.00
12/15/2024	Serial Coupon	1.500%	1.500%	195,000.00	100.000%	195,000.00
12/15/2025	Serial Coupon	1.600%	1.600%	200,000.00	100.000%	200,000.00
12/15/2026	Serial Coupon	1.700%	1.700%	200,000.00	100.000%	200,000.00
12/15/2027	Serial Coupon	1.800%	1.800%	205,000.00	100.000%	205,000.00
12/15/2028	Serial Coupon	1.900%	1.900%	210,000.00	100.000%	210,000.00
12/15/2029	Serial Coupon	2.000%	2.000%	210,000.00	100.000%	210,000.00
12/15/2030	Serial Coupon	2.100%	2.100%	215,000.00	100.000%	215,000.00
Total	**-**	**-**	**-**	**$2,000,000.00**	**-**	**$2,000,000.00**

Bid Information

Par Amount of Bonds	$2,000,000.00
Gross Production	$2,000,000.00
Total Underwriter's Discount (1.000%)	$(20,000.00)
Bid (99.000%)	1,980,000.00
Total Purchase Price	$1,980,000.00
Bond Year Dollars	$11,770.00
Average Life	5.885 Years
Average Coupon	1.8071580%
Net Interest Cost (NIC)	1.9770816%
True Interest Cost (TIC)	1.9849475%

CITY OF FREMONT, NEBRASKA

GENERAL OBLIGATION AUDITORIUM BONDS, SERIES 2020

$2,000,000 PAR AMOUNT WITH 10 YEAR AMORTIZATION

PRELIMINARY ANALYSIS - CONSERVATIVE NON-RATED BQ RATES - 7/8/20

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/15/2020	-	-	-	-	-
12/15/2020	-	-	8,387.50	8,387.50	8,387.50
06/15/2021	-	-	16,775.00	16,775.00	-
12/15/2021	185,000.00	1.300%	16,775.00	201,775.00	218,550.00
06/15/2022	-	-	15,572.50	15,572.50	-
12/15/2022	190,000.00	1.350%	15,572.50	205,572.50	221,145.00
06/15/2023	-	-	14,290.00	14,290.00	-
12/15/2023	190,000.00	1.400%	14,290.00	204,290.00	218,580.00
06/15/2024	-	-	12,960.00	12,960.00	-
12/15/2024	195,000.00	1.500%	12,960.00	207,960.00	220,920.00
06/15/2025	-	-	11,497.50	11,497.50	-
12/15/2025	200,000.00	1.600%	11,497.50	211,497.50	222,995.00
06/15/2026	-	-	9,897.50	9,897.50	-
12/15/2026	200,000.00	1.700%	9,897.50	209,897.50	219,795.00
06/15/2027	-	-	8,197.50	8,197.50	-
12/15/2027	205,000.00	1.800%	8,197.50	213,197.50	221,395.00
06/15/2028	-	-	6,352.50	6,352.50	-
12/15/2028	210,000.00	1.900%	6,352.50	216,352.50	222,705.00
06/15/2029	-	-	4,357.50	4,357.50	-
12/15/2029	210,000.00	2.000%	4,357.50	214,357.50	218,715.00
06/15/2030	-	-	2,257.50	2,257.50	-
12/15/2030	215,000.00	2.100%	2,257.50	217,257.50	219,515.00
Total	**$2,000,000.00**	**-**	**$212,702.50**	**$2,212,702.50**	**-**

Yield Statistics

Bond Year Dollars	$11,770.00
Average Life	5.885 Years
Average Coupon	1.8071580%
Net Interest Cost (NIC)	1.9770816%
True Interest Cost (TIC)	1.9849475%
Bond Yield for Arbitrage Purposes	1.8021682%
All Inclusive Cost (AIC)	2.1329914%

IRS Form 8038

Net Interest Cost	1.8071580%
Weighted Average Maturity	5.885 Years

A meeting of the Mayor and City Council of the City of Fremont, Nebraska, was held at the _____ in said City on the ____ day of _____, 2020, at _____ o'clock P.M. Present were:
Mayor: _____. Council Members: _____
_____
_____. Absent: _____.
Notice of the meeting was given in advance thereof by _____, a designated method for giving notice as shown by the Affidavit of Publication attached to these minutes. Notice of this meeting was given to the Mayor and all members of the Council and a copy of their acknowledgment of receipt of notice and the agenda is attached to the minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. At the beginning of the meeting, the Mayor publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was being held.

Council Member _____ introduced Ordinance No. 5537 entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION AUDITORIUM BONDS, SERIES 2020 OF THE CITY OF FREMONT, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION DOLLARS ($2,000,000) FOR THE PURPOSE OF RENOVATING AND EQUIPPING THE FREMONT CITY AUDITORIUM; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY SAID BONDS; PROVIDING FOR THE SALE OF THE BONDS AND AUTHORIZING THE CITY TO ENTER INTO A BOND PURCHASE AGREEMENT; AUTHORIZING OFFICERS OF THE CITY TO MAKE ARRANGEMENTS FOR THE SALE OF THE BONDS AND TO DESIGNATE THE FINAL TERMS, RATES AND MATURITY SCHEDULE WITHIN CERTAIN PARAMETERS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; PROVIDING FOR THE DISPOSITION OF THE BOND PROCEEDS AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

Said ordinance was then read by title and thereafter Council Member _____ moved for final passage of the ordinance, which motion was seconded by Council Member _____. The Mayor then stated the question was "Shall Ordinance No. _____ be passed and adopted?" Upon roll call vote, the following Council Members voted YEA: _____
_____
_____
_____. The following voted NAY: _____. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor in the presence of the Council signed and approved the ordinance and the Clerk attested the passage and approval of the same

and affixed her signature thereto and ordered the Ordinance to be published in pamphlet form as provided therein. A true, correct and complete copy of said ordinance is as follows:

ORDINANCE NO. 5537

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION AUDITORIUM BONDS, SERIES 2020 OF THE CITY OF FREMONT, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION DOLLARS ($2,000,000) FOR THE PURPOSE OF RENOVATING AND EQUIPPING THE FREMONT CITY AUDITORIUM; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY SAID BONDS; PROVIDING FOR THE SALE OF THE BONDS AND AUTHORIZING THE CITY TO ENTER INTO A BOND PURCHASE AGREEMENT; AUTHORIZING OFFICERS OF THE CITY TO MAKE ARRANGEMENTS FOR THE SALE OF THE BONDS AND TO DESIGNATE THE FINAL TERMS, RATES AND MATURITY SCHEDULE WITHIN CERTAIN PARAMETERS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; PROVIDING FOR THE DISPOSITION OF THE BOND PROCEEDS AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

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

Section 1. The Mayor and Council (the "Council") of the City of Fremont, Nebraska (the "City"), hereby find and determine:

(a) The Mayor and Council of the City of Fremont, Nebraska, hereby find and determine: Pursuant to a resolution previously adopted by said Mayor and City Council, an election was called and held on May 15, 2018, on the proposition for the issuance of bonds of the City in the stated principal amount not to exceed $2,000,000, in order to pay the costs of renovating and equipping the Fremont City Auditorium and related improvements (collectively, the "Project") and to impose a special levy of taxes on the taxable value of all the taxable property in the City sufficient to pay the principal of and interest on said bonds as such principal and interest become due; that notice of said election was given as provided by law; that, according to the Election Commissioner's Report upon the results of the canvass of such election, the proposition received the approval of 2,328 votes cast for said proposition at said election, and were opposed by 1,334 votes cast against said proposition; and that a proposition for the issuance of bonds for such purpose was not submitted to the electors of the City within six months preceding the date of such election;

(b) It is necessary and advisable for the City to issue and sell its general obligation bonds to be known as "General Obligation Auditorium Bonds", in the stated principal amount of up to $2,000,000 to provide funds to pay the costs of the Project;

(c) that all conditions, acts and things required by law to exist or to be done precedent to the issuance of general obligation auditorium bonds in the amount of not to exceed $2,000,000 pursuant to Section 16-16,100, R.R.S. Neb. 2012, as amended, do exist and have been done in due form and time as required by law.

Section 2. For purposes as set out in Section 1 hereof, there shall be and there are hereby ordered issued General Obligation Auditorium Bonds, Series 2020, in the principal amount of not to exceed $2,000,000 (the "Bonds"), in one or more series, with said Bonds to mature and become due on such dates and in such years and bear interest at the rates per annum as shall be determined in a written designation (the "Designation") signed by the Mayor of the City, the City Clerk, Director of Finance/City Treasurer or the City Administrator (each, an "Authorized Officer") on behalf of the City and which may be agreed to by Piper Sandler & Co. (the "Underwriter"), which Designation may also determine or modify the mandatory redemption provisions (if any), and pricing terms as set forth in Section 9 below, all within the following limitations:

(a) the aggregate principal amount of the Bonds shall not exceed $2,000,000, provided, however, such aggregate principal amount may be increased, in the event the Bonds are sold with a net original issue discount, in an amount necessary to compensate for any such net original issue discount;

(b) the aggregate amount of original issue premium and original issue discount (if any) may result in an aggregate net original issue discount (if any) not in excess of two percent (2.00%) of the stated principal amount of the Bonds;

(c) the longest maturity of the Bonds may not be later than December 31, 2035;

(d) the true interest cost of the Bonds shall not exceed 3.00%;

(e) two or more of the principal maturities may be combined and issued as "term bonds" and an Authorized Officer may determine the mandatory sinking fund payments and mandatory redemption amounts. Any Bonds issued as "term bonds" shall be redeemed at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the date of redemption and may be selected for redemption by any random method of selection determined appropriate by the Registrar (as hereinafter designated) or by the Depository (as hereinafter designated).

The Authorized Officers are hereby authorized to make such determinations on behalf of the Mayor and City Council and to evidence the same by execution and delivery of the Designation and such determinations, when made and agreed to by the Underwriter, shall constitute the action of the City Council of the City without further action of the City Council of the City.

The Bonds shall be issued in the denomination of $5,000 or any integral multiple thereof and shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be as directed by the initial purchasers thereof. Interest on the Bonds shall be computed on the basis of a three hundred sixty day year consisting of twelve thirty-day months. Interest on the Bonds shall be payable semiannually on January 15 and July 15 of each year, starting January 15, 2021 (or such other date

or dates as may be determined in the Designation, each an "Interest Payment Date"). The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the close of business on the 15th day immediately preceding the Interest Payment Date (or such other record date as may be determined in the Designation, the "Record Date"), subject to the provisions of Section 3 hereof. Payment of interest due on the Bonds prior to maturity or redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 3 hereof, by mailing a check in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the applicable Record Date, to such owner's registered address as shown on the books of registration, as required to be maintained in Section 3 hereof. Payment of principal due at maturity or at any date fixed for redemption, together with any accrued interest then due, shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the bonds to said Paying Agent and Registrar. The City and said Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary whether such bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the bonds or claims for interest to the extent of the sum or sums so paid. If any Bond is not paid upon presentation of the bond at maturity or any interest installment is not paid when due, the delinquent Bond or delinquent interest installment shall bear interest thereafter until paid at a rate equal to the rate assessed against delinquent taxes under Section 45-104.01 R.R.S. Nebraska, 2010, as now existing or as the same may be amended from time to time by the Nebraska Legislature.

Section 3. Unless as otherwise provided in the Designation, BOKF, National Association in Lincoln, Nebraska is hereby designated to serve as Paying Agent and Registrar for the Bonds. Said Paying Agent and Registrar shall serve in such capacities under the terms of an agreement entitled "Paying Agent and Registrar's Agreement" between the City and said Paying Agent and Registrar, the form of which is hereby approved. The Mayor and City Clerk are hereby authorized to execute said agreement in substantially the form presented but with such changes as they shall deem appropriate or necessary. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Bonds at its principal corporate trust office. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of the Paying Agent upon surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to such Paying Agent, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent will register such transfer upon said registration books and deliver to the transferee registered owner or owners (or send by registered mail to the transferee owner or owners at such owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new Bond or Bonds of the same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this ordinance, one Bond may be transferred for several such Bonds of the same interest rate and maturity and for a like aggregate principal amount, and several such Bonds may be transferred for one or several such Bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond or Bonds shall be cancelled and destroyed. All Bonds issued upon

transfer of the Bonds so surrendered shall be valid obligations of the City evidencing the same obligations as the Bonds surrendered and shall be entitled to all benefits and protection of this Ordinance to the same extent as the Bonds upon transfer of which they were delivered. The City and the Paying Agent shall not be required to transfer Bonds during any period from any Record Date until its immediately following interest payment date or to transfer any Bonds called for redemption for a period of thirty (30) days next preceding the date fixed for redemption prior to maturity. In the event that payments of interest due on the Bonds on an interest payment date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such interest payment date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent whenever monies for the purpose of paying such defaulted interest become available.

Section 4. The Bonds shall be subject to redemption, in whole or in part, prior to maturity at any time on or after the fifth anniversary of the date of original issue thereof (or such other date as provided in the Designation), at par plus accrued interest on the principal amount redeemed to the date fixed for redemption. Any Bonds issued as term bonds (as may be determined in the Designation) shall be redeemed for the years and in the principal amounts as determined in the Designation. Any scheduled mandatory redemptions shall be at a price equal to 100% of the principal amount redeemed plus interest accrued on the principal amount being redeemed to the date fixed for redemption. The Paying Agent and Registrar shall select the Bonds issued as term bonds for mandatory redemption using any random method of selection deemed appropriate by the Paying Agent and Registrar. The City may select the Bonds to be redeemed for optional redemption in its sole discretion. The Bonds shall be redeemed only in amounts of $5,000 or integral multiples thereof. Bonds redeemed in part only shall be surrendered to said Paying Agent and Registrar in exchange for a new Bond evidencing the unredeemed principal thereof. Notice of redemption of any Bond called for redemption shall be given, at the direction of the City by said Paying Agent and Registrar in the case of optional redemption and without further direction in the case of mandatory redemption, by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Bond at said owner's registered address. Such notice shall designate the Bond or Bonds to be redeemed by maturity or otherwise, the date of original issue, series and the date fixed for redemption and shall state that such Bond or Bonds are to be presented for prepayment at the office of said Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the City designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the City shall have the right to direct further notice of redemption for any such Bond for which defective notice has been given. In the event term maturities and mandatory redemption amounts are determined in the Designation, the provisions of this Section 4 shall apply generally to mandatory redemptions.

Section 5. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the office of the Paying Agent is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or

a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 6. The Bonds shall be executed on behalf of the City by being signed by the Mayor and the City Clerk, both of which signatures may be facsimile signatures, and shall have the City seal impressed on each Bond, which may be a facsimile seal. The City Clerk shall make and certify a transcript of proceedings had and done precedent to the issuance of said Bonds which shall be delivered to the purchaser of said Bonds. After being executed by the Mayor and City Clerk, said Bonds shall be delivered to the Treasurer of the City who shall be responsible therefor under his/her official Bond. Such Treasurer shall maintain a record of information with respect to said Bonds in accordance with the requirements of Section 10-140, R.R.S. Neb. 2012, as amended, and shall cause the same to be filed with the office of the Auditor of Public Accounts of the State of Nebraska. The Paying Agent and Registrar shall register each Bond in the name of its initial registered owner as designated by the initial purchaser. Each Bond shall be authenticated on behalf of the City by the Paying Agent and Registrar. The Bonds shall be issued initially as "book-entry only" bonds using the services of The Depository Trust Company (the "Depository"), with one typewritten Bond per maturity being issued to the Depository. In such connection said officers of the City are authorized to execute and deliver a letter of representations and inducement (the "Letter of Representations") in the form required by the Depository (which may include any "blanket" letter previously executed and delivered), for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon issuance of the Bonds as "book-entry-only" bonds, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a "Bond Participant") or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry form (each a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds;

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds.

The Paying Agent and Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with

respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable to or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the ultimate Beneficial Owners of the Bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee; or

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section and the terms of the Paying Agent and Registrar's Agreement (if any).

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such Bond as is then outstanding and

all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced or upon termination by the City of book-entry-only form, the City shall immediately provide a supply of bond certificates for issuance upon subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement bond certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of bond certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption) such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication.

Section 7. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF DODGE
CITY OF FREMONT

GENERAL OBLIGATION AUDITORIUM BOND,
SERIES 2020

No.

Interest Rate	Maturity Date	Date of Original Issue	CUSIP No.
%			

Registered Owner: _____

Principal Amount: _____

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Fremont, in the County of Dodge, in the State of Nebraska (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above the principal amount specified above in lawful money of the United States of America on the maturity date specified above, with interest thereon from date of original issue specified above or most recent interest payment date to which interest has been paid or provided for, whichever is later, to maturity (or earlier redemption) at the rate per annum specified above. Interest shall be payable semiannually on the fifteenth day of _____ and _____ in each year, starting _____. Interest shall be computed on the basis of a three hundred sixty day year consisting of twelve thirty-day months. If this bond is not paid upon presentation at maturity or any interest installment hereon is not paid when due, the bond or interest installment shall bear interest thereafter until paid at a rate equal to the rate assessed against delinquent taxes under Section 45-104.01 R.R.S. Nebraska 2010, as now existing or as the same may be amended from time to time by the Nebraska Legislature. The interest hereon due prior to maturity shall be paid on each interest payment date by BOKF, National Association, as Paying Agent and Registrar for the City by wire transfer (but only in accordance with the limited terms of the authorizing ordinance), check or draft mailed to the registered owner hereof, as shown on the records of the Paying Agent and Registrar as of the close of business on the 15th day immediately preceding the interest payment date, at such owner's registered address as it appears on the books of registration of the City (the "Record Date"). The principal of this bond and the interest due at maturity are payable on presentation and surrender to said Paying Agent and Registrar at the office of the Paying Agent and Registrar in Lincoln, Nebraska or the principal corporate trust office of any duly-appointed successor, as applicable. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available. For the prompt payment of this bond, principal and interest as the same become due, the full faith, credit and resources of said City are hereby irrevocably pledged.

The City, however, reserves the right and option of paying bonds of this issue maturing on or after the fifth anniversary of the date of original issue thereof, at the principal amount thereof plus accrued interest to the date fixed for redemption. Notice of any such redemption shall be given by mail, sent to the registered owner of any bond to be redeemed at said registered owner's address in the manner provided in the ordinance authorizing said bonds. Individual bonds may be redeemed in part but only in the amount of $5,000 or integral multiples thereof. Any bond redeemed in part only shall be surrendered to the Paying Agent and Registrar in exchange for a new bond or bonds evidencing the unredeemed principal thereof.

This bond is one of an issue of fully registered bonds of the total principal amount of _____ Dollars ($_____), of even date and like tenor herewith, except as to date of maturity and rate of interest and denomination, which were issued by the City for the purpose of paying the costs of renovating and equipping the Fremont City Auditorium and related improvements, paying related costs and paying costs of issuance as provided by Section 16-6,100, R.R.S. Neb., as amended, and has been duly authorized by an ordinance (the "Ordinance") legally passed, approved and published and by proceedings duly had by the Mayor and Council of said City.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the ordinance authorizing said issue of bonds, subject to the limitations therein prescribed. The City, its Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment hereof and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE PAYING AGENT AND REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE PAYING AGENT AND REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO

DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

This bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said City, including this bond, does not exceed any limitation imposed by law. The City agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, in addition to all other taxes, sufficient in rate and amount to to fully pay the principal and interest of said bonds as the same become due.

IN WITNESS WHEREOF, the Mayor and Council of the City of Fremont, Nebraska, have caused this bond to be executed on behalf of the City by being signed by the Mayor and Clerk of the City, both of which signatures may be facsimile signatures, and by causing the official seal of the City to be affixed hereto which may be a facsimile seal, all as of the date of original issue shown above.

CITY OF FREMONT, NEBRASKA

By (Sample - Do Not Sign)
Mayor

ATTEST:

(Sample- Do Not Sign)
City Clerk

(S E A L)

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds authorized by an ordinance passed and approved by the Mayor and Council of the City of Fremont as described in said bonds.

(Sample – Do Not Sign)
BOKF, National Association, Lincoln, Nebraska

as Paying Agent and Registrar

(FORM OF ASSIGNMENT)

For value received _____ hereby sells, assigns and transfers unto _____ the within bond and hereby irrevocably constitutes and appoints _____, Attorney, to transfer the same on the books of registration in the office of the within mentioned Paying Agent and Registrar with full power of substitution in the premises.

Date: _____

_____
Registered Owner

SIGNATURE GUARANTEED
By _____

_____
Authorized Officer

Note: The signature(s) of this assignment MUST CORRESPOND with the name as written on the face of the within bond in every particular without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Chicago or other stock exchange.

Section 8. The City Clerk shall make and certify a transcript of proceedings of the City precedent to the issuance of said Bonds which shall be delivered to the purchaser of the Bonds. After the Bonds have been executed, they shall be delivered to the City Treasurer who shall register the same in the names of the initial registered owners thereof as directed by the Initial Purchaser designated in Section 9 hereof and shall be responsible therefor under her official bond.

Section 9. The Bonds are hereby authorized to be sold to Piper Sandler & Co. (the "Initial Purchaser") for an aggregate purchase price to be determined in the Designation (which purchase price shall take into account (a) underwriter's discount in an amount not to exceed 1.00% of the stated principal amount of the Bonds, and (b) original issue discount and/or premium subject to the limitations set forth in Section 2 hereof) plus accrued interest (if any) on the Bonds to the date of payment for the Bonds, and the Bonds shall be delivered upon evidence of receipt by the City of an amount equal to such purchase price. Costs of issuance may also be paid from proceeds of the Bonds. The Bonds are authorized to be sold to the Initial Purchaser subject to the opinion of Baird Holm LLP, as Initial Purchaser's bond counsel that the Bonds are lawfully issued; that the Bonds constitute a valid obligation of the City; and that under existing laws and regulations the interest on the Bonds is exempt from both Nebraska state and federal income taxes. Any Authorized Officer on behalf of the City is hereby authorized to execute a Bond Purchase Agreement for the purchase of the Bonds, the form of such Bond Purchase Agreement is hereby approved. Said Initial Purchaser shall have the right to direct the registration of the bonds and the denominations thereof within each maturity, subject to the restrictions of this ordinance. Such purchaser and its agents, representatives and counsel (including its bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing.

Section 10. The Mayor and Council shall cause to be levied and collected annually a special levy of taxes on all the taxable property in the City for the purpose of paying and sufficient to pay the interest and principal of the Bonds when and as such principal and interest become due; such taxes are hereby pledged for the benefit of the holders of the Bonds, equally and ratably.

Section 11. The City of Fremont, Nebraska, hereby covenants to the purchasers and holders of the Bonds hereby authorized that it will make no use of the proceeds of the Bonds, including monies held in any sinking fund for the payment of the Bonds, which would cause the Bonds to be arbitrage Bonds within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and further covenants to comply with Sections 103 and 148 of the Code and all applicable regulations thereunder throughout the term of the Bonds. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax-exempt status of interest payable on the Bonds with respect to taxpayers generally. The City hereby designates the Bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not anticipate issuing tax-exempt obligations in the calendar year in which the Bonds are issued in an amount in excess of $10,000,000. Each Authorized Officer is authorized to make any and all necessary or appropriate allocations, certifications, agreements, statements of reasonable expectations, covenants and warranties relating to such tax status, designation and/or deemed designation, as applicable.

Section 12. The preparation, use and distribution of a Preliminary Official Statement or other offering materials, in the form presented herewith (but with such changes, modifications, completions and otherwise in such form and content as the Authorized Officers shall, in the exercise of their independent judgment and discretion, determine to be necessary or appropriate in order to effectuate the issuance and sale of the Bonds), are hereby authorized and approved. Each Authorized Officer is hereby authorized to deem any such offering materials to be final for purposes of the Rule 15c2-12. The Authorized Officers are hereby authorized to do all things and execute all such documents as may by them be deemed necessary and proper to complete the issuance and sale of the Bonds as contemplated by this Ordinance.

Section 13. In order to promote compliance with certain federal tax and securities laws relating to the Bonds (as well as other outstanding obligations) the policy and procedures attached hereto as Exhibit "A" (the "Post-Issuance Compliance Policy and Procedures") are hereby adopted and approved in all respects. To the extent that there is any inconsistency between the attached Post-Issuance Compliance Policy and Procedures and any similar policy or procedures previously adopted and approved, the Post-Issuance Compliance Policy and Procedures shall control.

Section 14. In accordance with the requirements of Rule 15c2-12, as amended (the "Rule") promulgated by the Securities and Exchange Commission, the City, being the only "obligated person" with respect to the Bonds, agrees that it will provide the following continuing disclosure information to the Municipal Securities Rulemaking Board (the "MSRB") in an electronic format as prescribed by the MSRB:

(a) not later than seven (7) months after the end of each fiscal year of the City (the "Delivery Date"), commencing with the City's fiscal year ending September 30, 2020, financial information or operating data for the City generally consisting of the information set forth in the "Management's Discussion and Analysis" section of the City's annual financial statements ("Annual Financial Information");

(b) when and if available, audited financial statements for the City, which audited financial information shall be prepared on the basis of generally accepted accounting principles; and

(c) in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Bonds:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) modifications to rights of the holders of the Bonds, if material;

(8) bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar events of the City (this event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City);

(13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) incurrence of a financial obligation, if material, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a financial obligation, any of which affect security holders, if material; or

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation, any of which

reflect financial difficulties.

(d) in a timely manner, notice of any failure on the part of the City to provide Annual Financial Information and the audited financial statements not later than the Delivery Date.

The City has not undertaken to provide notice of the occurrence of any other event, except the events listed above.

The City agrees that all documents provided to the MSRB under the terms of this continuing disclosure undertaking shall be provided for filing in such format and accompanied by such identifying information as shall be prescribed by the MSRB. The City reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information or the accounting methods in accordance with which such information is presented, to the extent necessary or appropriate in the judgment of the City, consistent with the Rule. The City agrees that such covenants are for the benefit of the registered owners of the Bonds (including Beneficial Owners) and that such covenants may be enforced by any registered owner or Beneficial Owner, provided that any such right to enforcement shall be limited to specific enforcement of such undertaking and any failure shall not constitute an event of default under the Ordinance. The continuing disclosure obligations of the City, as described above, shall cease when none of the Bonds remain outstanding.

Section 15. The Mayor and each member of the Council, the Clerk and Treasurer of the City, or any one of them, are hereby authorized to take such actions and to execute and deliver for and on behalf of the City all other documents and instruments necessary in connection with the issuance of said Bonds.

Section 16. This Ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED this _____ day of _____, 2020.

_____
Mayor

ATTEST:

_____
City Clerk

(S E A L)

NOTICE OF PUBLICATION

OF ORDINANCE NO. _____

IN PAMPHLET FORM

Public Notice is hereby given that at a meeting of the Mayor and City Council of the City of Fremont, Nebraska, held at ____ p.m. on _____, 2020, there was passed and adopted Ordinance No. _____ entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION AUDITORIUM BONDS, SERIES 2020 OF THE CITY OF FREMONT, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION DOLLARS ($2,000,000) FOR THE PURPOSE OF RENOVATING AND EQUIPPING THE FREMONT CITY AUDITORIUM; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY SAID BONDS; PROVIDING FOR THE SALE OF THE BONDS AND AUTHORIZING THE CITY TO ENTER INTO A BOND PURCHASE AGREEMENT; AUTHORIZING OFFICERS OF THE CITY TO MAKE ARRANGEMENTS FOR THE SALE OF THE BONDS AND TO DESIGNATE THE FINAL TERMS, RATES AND MATURITY SCHEDULE WITHIN CERTAIN PARAMETERS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; PROVIDING FOR THE DISPOSITION OF THE BOND PROCEEDS AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

Said Ordinance was published in pamphlet form on _____ ___, 2020. Copies of said Ordinance as published in pamphlet form are available for inspection and distribution at the Office of the City Clerk, in the City of Fremont, Nebraska.

_____,
City Clerk/Treasurer

NOTE—Publish above Notice One Time in the Newspaper.

CERTIFICATE AS TO PUBLICATION IN PAMPHLET FORM

The undersigned City Clerk for the City of Fremont, Nebraska, hereby certifies that Ordinance No. _____ as passed and approved by the Mayor and Council of the City of Fremont, Nebraska, at their meeting held on _____, 2020, was published in pamphlet form on _____, 2020, and that a true and correct copy of such Ordinance as so passed and published is attached hereto.

Dated this ___ day of _____, 2020.

_____
City Clerk

(SEAL)

ACKNOWLEDGMENT OF RECEIPT OF
NOTICE OF MEETING

The undersigned Mayor and Members of the City Council of the City of Fremont, Nebraska, hereby acknowledge receipt of advance notice of a meeting of the City Council of the City of Fremont, Nebraska, and the agenda for such meeting held at _____o'clock P.M., on, _____, 2020, at _____.

Mayor _____

Councilmember _____

Councilmember _____

Councilmember _____

Councilmember _____

Councilmember _____

Councilmember _____

Councilmember _____

Councilmember _____

I hereby certify that _____ was/were absent from the meeting but that, to my personal knowledge, he/she/they received advance notice of the meeting.

_____
City Clerk

I, the undersigned, City Clerk for the City of Fremont, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on _____ ___, 2020; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, publicly announced and posted during such meeting in the room in which such meeting was held.

_____

City Clerk

(SEAL)

EXHIBIT "A"
Policy and Procedures
Federal Tax Law and Disclosure Requirements for
Tax-exempt Bonds and/or Tax Advantaged Bonds

ISSUER NAME: **City of Fremont, Nebraska**

COMPLIANCE OFFICER (BY TITLE): **Finance Director/Treasurer**

POLICY

It is the policy of the Issuer identified above (the "Issuer") to comply with all Federal tax requirements and securities law continuing disclosure obligations for its obligations issued as tax-exempt bonds (or as tax credit, direct pay subsidy or other tax-advantaged bonds, as applicable) to ensure, as applicable (a) that interest on its tax-exempt bonds remains exempt from Federal income tax, (b) that the direct payments or tax credits associated with its bonds issued as tax advantaged bonds are received in a timely manner and (c) compliance with any continuing disclosure obligations of the Issuer with respect to its outstanding bonds.

PROCEDURES

Compliance Officer. Review of compliance with Federal tax requirements and securities law continuing disclosure obligations as generally outlined below shall be conducted by the Compliance Officer identified above (the "Compliance Officer"). To the extent more than one person has been delegated specific responsibilities, the Compliance Officer shall be responsible for ensuring coordination of all compliance review efforts.

Training. The Compliance Officer shall evaluate and review educational resources regarding post-issuance compliance with Federal tax and securities laws, including periodic review of resources published for issuers of tax-exempt obligations by the Internal Revenue Service (either on its website at http://www.irs.gov/taxexemptbond, or elsewhere) and the Municipal Securities Rulemaking Board (either on its Electronic Municipal Market Access website ["EMMA"] at http://www.emma.msrb.org, or elsewhere).

Compliance Review. A compliance review shall be conducted at least annually by or at the direction of the Compliance Officer. The review shall occur at the time the Issuer's annual audit takes place, unless the Compliance Officer otherwise specifically determines a different time period or frequency of review would be more appropriate.

Scope of Review.

Document Review. At the compliance review, the following documents (the "Bond Documents") shall be reviewed for general compliance with covenants and agreements and applicable regulations with respect to each outstanding bond issue:

(a) the resolution(s) and/or ordinance(s), as applicable, adopted by the governing body of the Issuer authorizing the issuance of its outstanding bonds, together with any documents setting the final rates and terms of such bonds (the "Authorizing Proceedings"),

(b) the tax documentation associated with each bond issue, which may include some or all of the following (the "Tax Documents"):

(i) covenants, certifications and expectations regarding Federal tax requirements which are described in the Authorizing Proceedings;

(ii) Form 8038 series filed with the Internal Revenue Service;

(iii) tax certificates, tax compliance agreements, tax regulatory agreement or similar documents;

(iv) covenants, agreements, instructions or memoranda with respect to rebate or private use;

(v) any reports from rebate analysts received as a result of prior compliance review or evaluation efforts; and

(vi) any and all other agreements, certificates and documents contained in the transcript associated with the Authorizing Proceedings relating to federal tax matters.

(c) the Issuer's continuing disclosure obligations, if any, contained in the Authorizing Proceedings or in a separate agreement (the "Continuing Disclosure Obligations"), and

(d) any communications or other materials received by the Issuer or its counsel, from bond counsel, the underwriter or placement agent or its counsel, the IRS, or any other material correspondence relating to the tax-exempt status of the Issuer's bonds or relating to the Issuer's Continuing Disclosure Obligations.

Use and Timely Expenditure of Bond Proceeds. Expenditure of bond proceeds shall be reviewed by the Compliance Officer to ensure (a) such proceeds are spent for the purpose stated in the Authorizing Proceedings and as described in the Tax Documents and (b) that the proceeds, together with investment earnings on such proceeds, are spent within the timeframes described in the Tax Documents, and (c) that any mandatory redemptions from excess bond proceeds are timely made if required under the Authorizing Proceedings and Tax Documents.

Arbitrage Yield Restrictions and Rebate Matters. The Tax Documents shall be reviewed by the Compliance Officer to ensure compliance with any applicable yield restriction requirements under Section 148(a) of the Internal Revenue Code (the "Code") and timely calculation and payment of any rebate and the filing of any associated returns pursuant to Section 148(f) of the Code. A qualified rebate analyst shall be engaged as appropriate or as may be required under the Tax Documents.

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jody Sanders, CPA, Director of Finance

DATE: July 14, 2020

SUBJECT: General Obligation Highway Allocation Pledge Bond Issue

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Recommendation: Introduce Ordinance 5538 to issue General Obligation Highway Allocation Pledge Bonds and hold first reading.

Background: In October 2018, City Council Resolution (CCR) 2018-229 authorized the Mayor to sign a financial agreement with the Nebraska Department of Transportation (NDOT) to construct the Southeast Beltway, a 3.2-mile four-lane divided expressway to connect U.S. Highway 77 with U.S. Highway 275. Under terms of the agreement, the City was responsible for up to $20 million of the projected $40 million project.

The City Council also passed Resolution 2019-120 in July 2019, which obligated the first $1,500,000 of the $8,000,000 in anticipated bond proceeds. CCR 2020-066 in April 2020 obligated the balance of the bonds, $6,500,000 for reimbursement. These declarations were necessary to allow reimbursement from bond proceeds if Staff was unable to issue the bonds prior to the July, 2020 final payment to the State due to market volatility. Current tax-exempt municipal bond interest rates are now favorable to issue the bonds soon.

Ordinance 5538 authorizes the issuance of bonds not to exceed $7,950,000. Concerning this bond issue, Piper Sandler will be serving as a municipal advisor, in a competitive sale, which offers greater savings. Presentation copies of the Notice of Sale, Preliminary Official Statement and the Paying Agent Agreement are available in hard copy at the City Clerk's office and will be available at the Council meeting. These documents are in draft form with intentional blanks in them at this point in the process.

Fiscal Impact: Assuming a 5-year maturity, Highway Allocation funds from the State (Gas Taxes) necessary for debt service would be less than $1,650,000 annually. Actual receipts of the Highway Allocation funds over the last five years averaged $2,783,850.

CITY OF FREMONT, NEBRASKA

G.O. HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2020
$7,950,000 PAR AMOUNT WITH 5 YEAR AMORTIZATION
PRELIMINARY ANALYSIS - CONSERVATIVE RATED BQ RATES - 7/8/20

Sources & Uses

Dated 09/15/2020 | Delivered 09/15/2020

Sources Of Funds

Par Amount of Bonds	$7,950,000.00
Total Sources	**$7,950,000.00**

Uses Of Funds

Deposit to Project Construction Fund	7,806,900.00
Total Underwriter's Discount (1.000%)	79,500.00
Costs of Issuance	63,600.00
Total Uses	**$7,950,000.00**

CITY OF FREMONT, NEBRASKA

G.O. HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2020

$7,950,000 PAR AMOUNT WITH 5 YEAR AMORTIZATION

PRELIMINARY ANALYSIS - CONSERVATIVE RATED BQ RATES - 7/8/20

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
12/15/2021	Serial Coupon	1.120%	1.120%	1,555,000.00	100.000%	1,555,000.00
12/15/2022	Serial Coupon	1.140%	1.140%	1,570,000.00	100.000%	1,570,000.00
12/15/2023	Serial Coupon	1.180%	1.180%	1,590,000.00	100.000%	1,590,000.00
12/15/2024	Serial Coupon	1.260%	1.260%	1,605,000.00	100.000%	1,605,000.00
12/15/2025	Serial Coupon	1.430%	1.430%	1,630,000.00	100.000%	1,630,000.00
Total	**-**	**-**	**-**	**$7,950,000.00**	**-**	**$7,950,000.00**

Bid Information

Par Amount of Bonds	$7,950,000.00
Gross Production	$7,950,000.00
Total Underwriter's Discount (1.000%)	$(79,500.00)
Bid (99.000%)	7,870,500.00
Total Purchase Price	$7,870,500.00
Bond Year Dollars	$26,022.50
Average Life	3.273 Years
Average Coupon	1.2732712%
Net Interest Cost (NIC)	1.5787761%
True Interest Cost (TIC)	1.5885786%

CITY OF FREMONT, NEBRASKA

G.O. HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2020

$7,950,000 PAR AMOUNT WITH 5 YEAR AMORTIZATION

PRELIMINARY ANALYSIS - CONSERVATIVE RATED BQ RATES - 7/8/20

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/15/2020	-	-	-	-	-
12/15/2020	-	-	24,402.00	24,402.00	24,402.00
06/15/2021	-	-	48,804.00	48,804.00	-
12/15/2021	1,555,000.00	1.120%	48,804.00	1,603,804.00	1,652,608.00
06/15/2022	-	-	40,096.00	40,096.00	-
12/15/2022	1,570,000.00	1.140%	40,096.00	1,610,096.00	1,650,192.00
06/15/2023	-	-	31,147.00	31,147.00	-
12/15/2023	1,590,000.00	1.180%	31,147.00	1,621,147.00	1,652,294.00
06/15/2024	-	-	21,766.00	21,766.00	-
12/15/2024	1,605,000.00	1.260%	21,766.00	1,626,766.00	1,648,532.00
06/15/2025	-	-	11,654.50	11,654.50	-
12/15/2025	1,630,000.00	1.430%	11,654.50	1,641,654.50	1,653,309.00
Total	**$7,950,000.00**	**-**	**$331,337.00**	**$8,281,337.00**	**-**

Yield Statistics

Bond Year Dollars	$26,022.50
Average Life	3.273 Years
Average Coupon	1.2732712%
Net Interest Cost (NIC)	1.5787761%
True Interest Cost (TIC)	1.5885786%
Bond Yield for Arbitrage Purposes	1.2725382%
All Inclusive Cost (AIC)	1.8445423%

IRS Form 8038

Net Interest Cost	1.2732712%
Weighted Average Maturity	3.273 Years

A meeting of the Mayor and City Council of the City of Fremont, Nebraska, was held at the _____ in said City on the ____ day of _____, 2020, at _____ o'clock ___.M. Present were: Mayor: _____; Council Members: __ _____ _____ _____. Absent: _____. Notice of the meeting was given in advance thereof by publication, the designated method for giving notice, as shown by the Affidavit of Publication attached to these minutes. Notice of this meeting was given to the Mayor and all members of the Council and a copy of their acknowledgment of receipt of notice and the agenda is attached to the minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. At the beginning of the meeting, the Mayor publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was being held.

* * * * *

Thereupon Council Member _____ introduced Ordinance No. 5538 entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2020, OF THE CITY OF FREMONT, IN THE STATE OF NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS ($7,950,000) FOR THE PURPOSE OF MAKING CERTAIN ROAD IMPROVEMENTS WITHIN THE CITY; PRESCRIBING THE FORM OF SAID BONDS; AUTHORIZING OFFICERS TO DETERMINE FINAL TERMS OF SAID BONDS WITHIN SPECIFIED PARAMETERS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE SAME; PROVIDING FOR THE SALE OF THE BONDS; APPOINTING A PAYING AGENT; AUTHORIZING THE MAYOR OR A DESIGNEE TO AWARD THE SALE OF THE BONDS TO THE BIDDER PROVIDING THE MOST FAVORABLE BID TO CITY AT PUBLIC SALE; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; APPROVING POST-ISSUANCE COMPLIANCE PROCEDURES; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

Said ordinance was then read by title and thereafter Council Member _____ moved for final passage of the ordinance, which motion was seconded by Council Member _____. The Mayor then stated the question was "Shall Ordinance No. 5538 be passed and adopted?" Upon roll call vote, the following Council Members voted YEA: _____

_____

_____

_____. The following voted NAY: _____. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor in the presence of the Council signed and approved the ordinance and the Clerk attested the passage and approval of the same and affixed her signature thereto and ordered the Ordinance to be published in pamphlet form as provided therein. A true, correct and complete copy of said ordinance is as follows:

ORDINANCE NO. 5538

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2020, OF THE CITY OF FREMONT, IN THE STATE OF NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS ($7,950,000) FOR THE PURPOSE OF MAKING CERTAIN ROAD IMPROVEMENTS WITHIN THE CITY; PRESCRIBING THE FORM OF SAID BONDS; AUTHORIZING OFFICERS TO DETERMINE FINAL TERMS OF SAID BONDS WITHIN SPECIFIED PARAMETERS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE SAME; PROVIDING FOR THE SALE OF THE BONDS; APPOINTING A PAYING AGENT; AUTHORIZING THE MAYOR OR A DESIGNEE TO AWARD THE SALE OF THE BONDS TO THE BIDDER PROVIDING THE MOST FAVORABLE BID TO CITY AT PUBLIC SALE; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; APPROVING POST-ISSUANCE COMPLIANCE PROCEDURES; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. The Mayor and Council of the City of Fremont, in the State of Nebraska, (the "City") hereby find and determine as follows:

(a) The City is engaged in the construction of certain road improvements within the City consisting of the Southeast Beltway, which will connect U.S. Highway 77 and U.S. Highway 275 (the "Project"), and that the payment of a portion of the costs of said improvements is necessary, which costs will constitute valid obligations of the City; that the City does not have funds with which to pay the cost of the improvements and it is necessary and advisable for the City to borrow money and pledge the funds to be received from the Highway Allocation Fund to the payment of the bonds issued by the City for this purpose; that the total estimated cost necessary to be funded at this time, as certified by the engineer for the City and considering the costs of the bonds herein contemplated, is not less than $7,950,000; that based upon current receipts by the City for its road funds from funds which are attributable to the State of Nebraska Highway Allocation Fund, the City anticipates receipts in future years which will exceed the payments due on the bonds herein authorized in each year; that the City currently has no bonds outstanding issued pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, 2009.

Section 2. For the purposes set forth in Section 1, there shall be and there are hereby ordered issued the negotiable bonds of this City to be designated as "General Obligation Highway Allocation Fund Pledge Bonds, Series 2020" in the principal amount of not to exceed Seven Million Nine Hundred Fifty Thousand Dollars ($7,950,000), (the "Bonds") provided, that the Bonds shall bear interest at the rates per annum and fall due on the dates and in the principal amounts as shall be determined in a written designation (the "Designation") signed by Mayor of the City, the City Clerk, Director of Finance/City Treasurer or the City Administrator (each, an "Authorized Officer") on behalf of the Mayor and Council of the City. Piper Sandler & Co., as the City's financial

advisor (the "Financial Advisor"), is hereby authorized to proceed with the public sale of the Bonds on such date as may be determined by an Authorized Officer in consultation with the City's Financial Advisor. Any of the Authorized Officers are authorized to execute and deliver a written acceptance of the winning bid, together with any bond purchase agreement or other confirmation of the initial purchaser's agreement to purchase the Bonds, including final rates, maturities and pricing for the Bonds and the aggregate purchase price therefor (such acceptance, purchase agreement and/or other confirmation is sometimes hereinafter referred to as the "Designation"), provided that:

(a) the aggregate principal amount of the Bonds shall not exceed $7,950,000, provided, however, such aggregate principal amount may be increased, in the event the Bonds are sold with a net original issue discount, in an amount necessary to compensate for any such net original issue discount;

(b) the aggregate amount of original issue premium and original issue discount (if any) may result in an aggregate net original issue discount (if any) not in excess of two percent (2.00%) of the stated principal amount of the Bonds;

(c) the longest maturity of the Bonds may not be later than December 31, 2030;

(d) the true interest cost of the Bonds shall not exceed 3.00%;

(e) the initial purchaser's discount (or fee) shall not exceed the limitations set out in the Notice of Sale; and

(f) two or more of the principal maturities may be combined and issued as "term bonds" and an Authorized Officer may determine the mandatory sinking fund payments and mandatory redemption amounts. Any Bonds issued as "term bonds" shall be redeemed at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the date of redemption and may be selected for redemption by any random method of selection determined appropriate by the Registrar (as hereinafter designated) or by the Depository (as hereinafter designated).

The Authorized Officers (or any one of them) are hereby authorized to make such determinations on behalf of the Council of the City and to evidence the same by execution and delivery of the Designation and such determinations shall constitute the action of the Mayor and Council of the City without further action of the Mayor and Council of the City.

The Bonds shall be issued in fully registered form in the denomination of $5,000 or any integral multiple thereof. The date of original issue for the Bonds shall be the date of delivery thereof. Interest on the Bonds, at the respective rates for each maturity, shall be payable on semiannually on January 15 and July 15 of each year commencing January 15, 2021 (or such other date or dates as may be determined in the Designation, each of said dates an "Interest Payment Date"), and the Bonds shall bear such interest from the date of original issue or the most recent Interest Payment Date to which interest has been paid or provided for, whichever is later. The interest due on each

Interest Payment Date shall be payable to the registered owners of record as of the close of business on the fifteenth day immediately preceding the Interest Payment Date (or such other date as may be determined in the Designation, the "Record Date"), subject to the provisions of Section 4 hereof. The Bonds shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be designated by the City's Treasurer as directed by the initial purchaser thereof. Payments of interest due on the Bonds prior to maturity or earlier redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 3 hereof (the "Paying Agent and Registrar"), by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal and interest accrued thereon due at maturity or at any date fixed for redemption prior to maturity shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to said Paying Agent and Registrar. The City and said Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond in accordance with the terms of this ordinance shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 3. Unless as otherwise provided in the Designation, BOKF, National Association in Lincoln, Nebraska is hereby designated to serve as Paying Agent and Registrar for the Bonds. Said Paying Agent and Registrar shall serve in such capacities under the terms of an agreement entitled "Paying Agent and Registrar's Agreement" between the City and said Paying Agent and Registrar, the form of which is hereby approved. The Mayor and City Clerk are hereby authorized to execute said agreement in substantially the form presented but with such changes as they shall deem appropriate or necessary. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Bonds at its office in Lincoln, Nebraska. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of the Paying Agent and Registrar by surrender of such bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent and thereupon the Paying Agent and Registrar on behalf of the City will register such transfer and will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new Bond or Bonds of the same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this Ordinance, one Bond may be transferred for several such Bonds of the same interest rate and maturity and for a like aggregate principal amount, and several such Bonds may be transferred for one or several such Bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In

every case of transfer of a Bond, the surrendered Bond or Bonds shall be cancelled and destroyed. All Bonds issued upon transfer of the Bonds so surrendered shall be valid obligations of the City evidencing the same obligations as the Bonds surrendered and shall be entitled to all the benefits and protection of this Ordinance to the same extent as the Bonds upon transfer of which they were delivered. The City and said Paying Agent and Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 4. In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 5. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which the banking institutions in the city where the principal corporate trust office of the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Section 6. The Bonds shall be subject to redemption, in whole or in part, prior to maturity at any time on or after the fifth anniversary of the date of original issue thereof (or such other date as provided in the Designation), at par plus accrued interest on the principal amount redeemed to the date fixed for redemption. The City may select the Bonds to be redeemed for optional redemption in its sole discretion. The Bonds shall be redeemed only in amounts of $5,000 or integral multiples thereof. Bonds redeemed in part only shall be surrendered to the Paying Agent and Registrar in exchange for new Bonds evidencing the unredeemed principal thereof. Notice of redemption of any Bond called for redemption shall be given, at the direction of the City by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Bond at said owner's registered address. Such notice shall designate the Bond or Bonds to be redeemed by maturity or otherwise, the date of original issue and the date fixed for redemption and shall state that such Bond or Bonds are to be presented for prepayment at the office of said Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the City designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the City shall have the right to direct further notice of redemption for any such Bond for which defective notice has been given. In the event term maturities and mandatory redemption amounts are determined in the Designation, the provisions of this Section 6 shall apply generally to term bonds subject to mandatory redemption, except notice of mandatory redemption of such term bonds shall be given

by the Paying Agent and Registrar without direction of the City. Any such mandatory redemptions shall be in amounts and on terms set forth in the Designation. The Paying Agent and Registrar shall select the term bonds to be redeemed in any maturity using any random method of selection deemed appropriate.

Section 7. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF NEBRASKA
THE CITY OF FREMONT
GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BOND, SERIES 2020

No. _____ $_____

Interest Rate	Maturity Date	Date of Original Issue	CUSIP No.
	_____, __	_____, 2020	

Registered Owner:
Principal Amount: Dollars
($_____)

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Fremont, in the State of Nebraska (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the date of maturity specified above with interest thereon to maturity (or earlier redemption) from the date of original issue or most recent Interest Payment Date to which interest has been paid or provided for, whichever is later, at the rate per annum specified above payable semiannually on _____ and _____ of each year commencing _____ (each of said dates an "Interest Payment Date"). Said interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The principal hereof and unpaid accrued interest thereon due at maturity or upon redemption prior to maturity are payable upon presentation and surrender of this bond at BOKF, National Association in Lincoln, Nebraska, as Paying Agent and Registrar. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding the Interest Payment Date, to such owner's address as shown on such books and records (the "Record Date"). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

This bond is one of an issue of fully registered bonds of the total principal amount of _____ Dollars ($_____), of even date and like tenor except as to denomination, date of maturity and rate of interest, for the purpose of paying the cost of road improvements constructed within The City of Fremont, in the State of Nebraska and is issued pursuant to Sections 66-4,101, R.R.S. Neb., 2009. Said bonds are issued pursuant to an ordinance (the "Ordinance") duly passed and adopted by the Mayor and Council of the City.

The Bonds shall be subject to redemption, in whole or in part, prior to maturity at any time on or after the fifth anniversary of the date of original issue thereof, at par plus accrued interest on the principal amount redeemed to the date fixed for redemption.

Notice of any such redemption shall be given by mail, sent to the registered owner of any bond called for redemption at said registered owner's address in the manner provided in the Ordinance authorizing said bonds. Individual bonds may be redeemed in part but only in $5,000 amounts or integral multiples thereof.

If the day for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the principal corporate trust office of the Paying Agent and Registrar upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same total principal amount and interest rate and maturity will be issued to the transferee as provided in the Ordinance authorizing said bonds subject to the limitations therein prescribed. The City, the Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment hereof and for all other purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law, and that the indebtedness of said City, including this bond, does not exceed any limitation imposed by law. For the prompt payment of this bond, The City of Fremont has pledged and hereby pledges funds received and to be received from the Highway Allocation Fund of the State of Nebraska with receipts from such fund to be allocated by the City to payment of principal and interest as the same fall due. In addition the City hereby covenants and agrees that it shall levy ad valorem taxes upon all the taxable property in The City of Fremont at such rate or rates, within applicable statutory limitations as provided in Section 66-4,101, R.R.S. Neb., 2009, as will provide funds which together with receipts from the Highway Allocation Fund, as pledged to the payment of such principal and interest and any other money made available and used for such purpose, will be sufficient to make payment of the principal of and interest on this bond and the other bonds of the same issue as the same fall due. The City has reserved the right to issue additional bonds payable from receipts from the Highway Allocation Fund of the State of Nebraska.

This bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE PAYING AGENT AND REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE PAYING AGENT AND REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREOF IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSONS IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

IN WITNESS WHEREOF, the Mayor and the Council of the City of Fremont, in the State of Nebraska, have caused this bond to be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the Council of the City and the City Clerk and by causing the official seal of the City to be impressed or imprinted hereon, all as of the date of original issue specified above.

THE CITY OF FREMONT,
IN THE STATE OF NEBRASKA

(sample – do not sign)
Mayor

ATTEST:

(sample – do not sign)
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds authorized by an Ordinance passed and approved by the Mayor and Council of the City of Fremont as described in said bond.

BOKF, National Association,
Lincoln, Nebraska, Paying
Agent and Registrar

By _____(Do not sign)_____
Authorized Officer

(FORM OF ASSIGNMENT)

For value received _____ hereby sells, assigns and transfers unto _____ _____ (Social Security or Taxpayer I.D. No. _____) the within bond and hereby irrevocably constitutes and appoints _____ _____, attorney, to transfer the same on the books of registration in the office of the within mentioned Paying Agent and Registrar with full power of substitution in the premises.

Dated: _____
_____
_____
Registered Owner

Signature Guaranteed

By: _____
_____
Authorized Officer

Note: The signature(s) on this assignment MUST CORRESPOND with the name(s) as written on the face of the within bond in every particular, without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest or other stock exchange.

Section 8. Said Bonds shall be executed on behalf of the City by the Mayor and City Clerk who shall sign the same in their official capacity, both of which signatures are hereby authorized to be facsimile signatures. The Bonds shall be issued initially as "book-entry-only" bonds under the services of The Depository Trust Company (the "Depository"), with one typewritten bond per maturity being issued to the Depository. In such connection the Mayor and City Clerk shall execute and deliver a Letter of Representations in the form required by the Depository (which may be in the form of a blanket letter, including any such letter previously executed and delivered), for and on behalf of the City, which shall govern matters with respect to registration, transfer, payment and redemption of the Bonds. With respect to the issuance of the Bonds as "book-entry-only" bonds, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a "Bond Participant") or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry form (each, a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds.

The Paying Agent and Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds

or (ii) to make available Bonds registered in whatever name or names as the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the ultimate beneficial owners of the Bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee; or

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed bond has been replaced in accordance with the provisions of this ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository is terminated or resigns and is not replaced, the City shall immediately provide a supply of printed bond certificates for issuance upon the transfers from the Depository and subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of such certificates and to direct their execution by manual or facsimile signatures of its then duly qualified and acting Mayor and City Clerk. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including such certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or

officers had remained in office until the delivery of such bond. The Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

Section 9. After being executed by the Mayor and City Clerk, said Bonds shall be delivered to the Treasurer of this City who shall be responsible therefor under his/her official bond, and he/she shall cause the same to be delivered to the Paying Agent and Registrar for registration and authentication. The City Clerk is directed to make and certify a transcript of the proceedings of the City precedent to the issuance of said Bonds, which shall be delivered to the purchaser of said Bonds.

Section 10. For the payment of the Bonds, principal and interest as the same fall due, there are hereby pledged all receipts by the City which are attributable to the Highway Allocation Fund of the State of Nebraska. So long as the City has in each year made adequate provision for the payments of principal and interest due on the Bonds falling due in such year, monies received by the City attributable to the Highway Allocation Fund may be applied for any other permitted purpose. The City reserves the right to issue additional bonds pursuant to Section 66-4,101, R.R.S. Neb., 2009 which shall also be secured equally and ratably with the Bonds by a pledge of funds to be received by the City attributable to the Highway Allocation Fund without limitation. The City hereby agrees that, in the event that receipts by the City in any year attributable to the Highway Allocation Fund are insufficient to meet the payments of principal and interest falling due on the Bonds, the City shall levy ad valorem taxes upon all taxable property in the City, at such rate or rates, within applicable statutory limitations, as will provide funds which, together with receipts from the Highway Allocation Fund, will be sufficient to pay principal and interest on the Bonds as they become due.

Section 11. The City reserves the right to issue refunding bonds and provide for the investment of the proceeds thereof for purposes of providing for the payment of principal and interest on the Bonds herein authorized in such manner as may be prescribed by law from time to time but specifically including the provisions of Section 10-142 R.R.S. Neb. 2012 or any amendment thereto.

Section 12. Upon execution, registration, and authentication of the Bonds, the Bonds shall be delivered to the City Treasurer who is authorized to deliver them to the purchaser thereof as determined based upon the public sale of the Bonds as described and referred to in Section 16 of this Ordinance, as initial purchaser thereof. The Bonds are hereby ordered to be sold to said purchaser for the sum provided in its winning bid, plus accrued interest, if any, to date of payment thereof. Said initial purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance and the terms of the winning bid. Such purchaser and its agents, representatives and counsel (including bond counsel and the City's Financial Advisor) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing. The net proceeds of the Bonds shall be applied by the City to pay for the Project and to provide funds for payment of costs of issuance associated with the Bonds. Accrued interest received from

the sale of the Bonds, if any, shall be applied to pay interest first falling due on the Bonds. The City Clerk shall make and certify a transcript of the proceedings of the Mayor and Council with respect to the Bonds which shall be delivered to said purchaser.

Section 13. The City hereby covenants to the purchasers and holders of the Bonds hereby authorized that it will make no use of the proceeds of said bond issue, including monies held in any sinking fund for the Bonds, which would cause the Bonds to be arbitrage bonds within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and further covenants to comply with said Sections 103(b) and 148 and all applicable regulations thereunder throughout the term of said bond issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax exempt status (as to taxpayers generally) of interest payable on the Bonds. The City hereby designates the Bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not reasonably expect to issue tax-exempt bonds or other tax-exempt obligations aggregating in principal amount more than $10,000,000 during the calendar year that the Bonds are issued. The Mayor and/or City Treasurer are hereby authorized to make any and all elections or allocations deemed necessary by them in connection with the issuance, designation (or deemed designation) and tax-exempt status of interest on the Bonds.

Section 14. In accordance with the requirements of Rule 15c2-12, as amended (the "Rule") promulgated by the Securities and Exchange Commission, the City, being the only "obligated person" with respect to the Bonds, agrees that it will provide the following continuing disclosure information to the Municipal Securities Rulemaking Board (the "MSRB") in an electronic format as prescribed by the MSRB:

(a) not later than seven (7) months after the end of each fiscal year of the City (the "Delivery Date"), commencing with the City's fiscal year ending September 30, 2020, financial information or operating data for the City generally consisting of the information set forth in the "Management's Discussion and Analysis" section of the City's annual financial statements ("Annual Financial Information");

(b) when and if available, audited financial statements for the City, which audited financial information shall be prepared on the basis of generally accepted accounting principles; and

(c) in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Bonds:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) modifications to rights of the holders of the Bonds, if material;

(8) bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar events of the City (this event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City);

(13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) incurrence of a financial obligation, if material, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a financial

obligation, any of which affect security holders, if material; or

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation, any of which reflect financial difficulties.

(d) in a timely manner, notice of any failure on the part of the City to provide Annual Financial Information and the audited financial statements not later than the Delivery Date.

The City has not undertaken to provide notice of the occurrence of any other event, except the events listed above.

The City agrees that all documents provided to the MSRB under the terms of this continuing disclosure undertaking shall be provided for filing in such format and accompanied by such identifying information as shall be prescribed by the MSRB. The City reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information or the accounting methods in accordance with which such information is presented, to the extent necessary or appropriate in the judgment of the City, consistent with the Rule. The City agrees that such covenants are for the benefit of the registered owners of the Bonds (including Beneficial Owners) and that such covenants may be enforced by any registered owner or Beneficial Owner, provided that any such right to enforcement shall be limited to specific enforcement of such undertaking and any failure shall not constitute an event of default under the Ordinance. The continuing disclosure obligations of the City, as described above, shall cease when none of the Bonds remain outstanding.

Section 15. The City's obligations under this ordinance shall be fully discharged and satisfied as to the Bonds authorized and issued hereunder, and said Bonds shall no longer be deemed outstanding hereunder when payment of the principal thereof plus interest thereon to the date of maturity or redemption thereof (a) shall have been made or caused to have been made in accordance with the terms thereof and hereof, or (b) shall have been provided for by depositing with the Paying Agent and Registrar, or in escrow with a national or state bank having trust powers in trust solely for such payment, (i) sufficient monies to make such payment or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America, or obligations of any agency of the United States of America (herein referred to as "Government Obligations"), in such amount and with such maturities as to principal and interest as will insure the availability of sufficient monies to make such payment, and thereupon such Bonds shall cease to draw interest from the date of their redemption or maturity and, except for the purposes of such payments, shall no longer be entitled to the benefits of this ordinance; provided that, with respect to any Bonds called or to be called for redemption prior to the stated maturity thereof, notice of redemption shall have been duly given or provided for. If monies shall have been deposited in accordance with the terms hereof with the Paying Agent and Registrar or escrow agent in trust for that purpose sufficient to pay the principal of such Bonds and all interest due thereon to the due date thereof or to the date fixed for the redemption thereof, all liability of the City for such payment shall forthwith cease, determine and be completely discharged, and all such Bonds shall no longer be considered outstanding.

Section 16. The preparation, use and distribution of a Notice of Sale, a Preliminary Official Statement or other offering materials, in the form presented herewith (but with such changes, modifications, completions and otherwise in such form and content as the Authorized Officers shall, in the exercise of their independent judgment and discretion, determine to be necessary or appropriate in order to effectuate the issuance and sale of the Bonds), are hereby authorized and approved. Each Authorized Officer is hereby authorized to deem any such offering materials to be final for purposes of the Rule 15c2-12. The interest to be born and the terms of sale of the Bonds and final maturity schedule (including mandatory redemptions of term bonds) shall be finally determined based upon the receipt of bids from prospective purchasers at a public sale of the Bonds. The Authorized Officers are hereby authorized to do all things and execute all such documents as may by them be deemed necessary and proper to complete the issuance and sale of the Bonds as contemplated by this Ordinance. The Authorized Officers are hereby authorized to make award of the Bonds to the bidder determined to have made that bid at public sale which is determined by such officer to be in the best interests of the City. Acceptance of such winning bid is hereby fully and duly authorized by the Mayor and Council and shall be binding upon the City.

Section 17. In order to promote compliance with certain federal tax and securities laws relating to the bonds herein authorized (as well as other outstanding bonds) the policy and procedures attached hereto as Exhibit "A" (the "Post-Issuance Compliance Policy and Procedures") are hereby adopted and approved in all respects. To the extent that there is any inconsistency between the attached Post-Issuance Compliance Policy and Procedures and any similar policy or procedures previously adopted and approved, the Post-Issuance Compliance Policy and Procedures shall control.

Section 18. The Mayor and each member of the Council, the Clerk and Treasurer of the City, or any one of them, are hereby authorized to take such actions and to execute and deliver for and on behalf of the City all other documents and instruments necessary in connection with the issuance of said Bonds.

Section 19. This ordinance shall be in force and take effect from and after its passage.

ADOPTED this __ day of _____, 2020.

_____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

EXHIBIT "A"

POLICY AND PROCEDURES

Policy and Procedures
Federal Tax Law and Disclosure Requirements for
Tax-exempt Bonds and/or Tax Advantaged Bonds

ISSUER NAME: City of Fremont, Nebraska
COMPLIANCE OFFICER (BY TITLE): Finance Director/Treasurer

POLICY

It is the policy of the Issuer identified above (the "Issuer") to comply with all Federal tax requirements and securities law continuing disclosure obligations for its obligations issued as tax-exempt bonds (or as tax credit, direct pay subsidy or other tax-advantaged bonds, as applicable) to ensure, as applicable (a) that interest on its tax-exempt bonds remains exempt from Federal income tax, (b) that the direct payments or tax credits associated with its bonds issued as tax advantaged bonds are received in a timely manner and (c) compliance with any continuing disclosure obligations of the Issuer with respect to its outstanding bonds.

PROCEDURES

Compliance Officer. Review of compliance with Federal tax requirements and securities law continuing disclosure obligations as generally outlined below shall be conducted by the Compliance Officer identified above (the "Compliance Officer"). To the extent more than one person has been delegated specific responsibilities, the Compliance Officer shall be responsible for ensuring coordination of all compliance review efforts.

Training. The Compliance Officer shall evaluate and review educational resources regarding post-issuance compliance with Federal tax and securities laws, including periodic review of resources published for issuers of tax-exempt obligations by the Internal Revenue Service (either on its website at http://www.irs.gov/taxexemptbond, or elsewhere) and the Municipal Securities Rulemaking Board (either on its Electronic Municipal Market Access website ["EMMA"] at http://www.emma.msrb.org, or elsewhere).

Compliance Review. A compliance review shall be conducted at least annually by or at the direction of the Compliance Officer. The review shall occur at the time the Issuer's annual audit takes place, unless the Compliance Officer otherwise specifically determines a different time period or frequency of review would be more appropriate.

Scope of Review.

Document Review. At the compliance review, the following documents (the "Bond Documents") shall be reviewed for general compliance with covenants and agreements and applicable

regulations with respect to each outstanding bond issue:

(a) the resolution(s) and/or ordinance(s), as applicable, adopted by the governing body of the Issuer authorizing the issuance of its outstanding bonds, together with any documents setting the final rates and terms of such bonds (the "Authorizing Proceedings"),

(b) the tax documentation associated with each bond issue, which may include some or all of the following (the "Tax Documents"):

  (i) covenants, certifications and expectations regarding Federal tax requirements which are described in the Authorizing Proceedings;

  (ii) Form 8038 series filed with the Internal Revenue Service;

  (iii) tax certificates, tax compliance agreements, tax regulatory agreement or similar documents;

  (iv) covenants, agreements, instructions or memoranda with respect to rebate or private use;

  (v) any reports from rebate analysts received as a result of prior compliance review or evaluation efforts; and

  (vi) any and all other agreements, certificates and documents contained in the transcript associated with the Authorizing Proceedings relating to federal tax matters.

(c) the Issuer's continuing disclosure obligations, if any, contained in the Authorizing Proceedings or in a separate agreement (the "Continuing Disclosure Obligations"), and

(d) any communications or other materials received by the Issuer or its counsel, from bond counsel, the underwriter or placement agent or its counsel, the IRS, or any other material correspondence relating to the tax-exempt status of the Issuer's bonds or relating to the Issuer's Continuing Disclosure Obligations.

Use and Timely Expenditure of Bond Proceeds. Expenditure of bond proceeds shall be reviewed by the Compliance Officer to ensure (a) such proceeds are spent for the purpose stated in the Authorizing Proceedings and as described in the Tax Documents and (b) that the proceeds, together with investment earnings on such proceeds, are spent within the timeframes described in the Tax Documents, and (c) that any mandatory redemptions from excess bond proceeds are timely made if required under the Authorizing Proceedings and Tax Documents.

Arbitrage Yield Restrictions and Rebate Matters. The Tax Documents shall be reviewed by the Compliance Officer to ensure compliance with any applicable yield restriction requirements under Section 148(a) of the Internal Revenue Code (the "Code") and timely calculation and payment of any rebate and the filing of any associated returns pursuant to Section 148(f) of the Code. A qualified rebate analyst shall be engaged as appropriate or as may be required under the Tax Documents.

Use of Bond Financed Property. Expectations and covenants contained in the Bond Documents regarding private use shall be reviewed by the Compliance Officer to ensure compliance. Bond-financed properties shall be clearly identified (by mapping or other reasonable means). Prior to execution, the Compliance Officer (and bond counsel, if deemed appropriate by the Compliance Officer) shall review (a) all proposed leases, contracts related to operation or management of bond-financed property, sponsored research agreements, take-or-pay contracts or other agreements or arrangements or proposed uses which have the potential to give any entity any special legal entitlement to the bond-financed property, (b) all proposed agreements which would result in disposal of any bond-financed property, and (c) all proposed uses of bond-financed property which were not anticipated at the time the bonds were issued. Such actions could be prohibited by the Authorizing Proceedings, the Tax Documents or Federal tax law.

Continuing Disclosure. Compliance with the Continuing Disclosure Obligations with respect to each bond issue shall be evaluated (a) to ensure timely compliance with any annual disclosure requirement, and (b) to ensure that any material events have been properly disclosed as required by the Continuing Disclosure Obligation.

Record Keeping. If not otherwise specified in the Bond Documents, all records related to each bond issue shall be kept for the life of the indebtedness associated with such bond issue (including all tax-exempt refundings) plus six (6) years.

Incorporation of Tax Documents. The requirements, agreements and procedures set forth in the Tax Documents, now or hereafter in existence, are hereby incorporated into these procedures by this reference and are adopted as procedures of the Issuer with respect to the series of bonds to which such Tax Documents relate.

Consultation Regarding Questions or Concerns. Any questions or concerns which arise as a result of any review by the Compliance Officer shall be raised by the Compliance Officer with the Issuer's counsel or with bond counsel to determine whether non-compliance exists and what measures should be taken with respect to any non-compliance.

VCAP and Remedial Actions. The Issuer is aware of (a) the Voluntary Closing Agreement Program (known as "VCAP") operated by the Internal Revenue Service which allows issuers under certain circumstances to voluntarily enter into a closing agreement in the event of certain non-compliance with Federal tax requirements and (b) the remedial actions available to issuers of certain bonds under Section 1.141-12 of the Income Tax Regulations for private use of bond financed property which was not expected at the time the bonds were issued.

NOTICE OF PUBLICATION

OF ORDINANCE NO. _____

IN PAMPHLET FORM

Public Notice is hereby given that at a meeting of the Mayor and City Council of the City of Fremont, Nebraska, held at ___:____ __.m. on _____, _____, 2020, there was passed and adopted Ordinance No. _____ entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2020, OF THE CITY OF FREMONT, IN THE STATE OF NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS ($7,950,000) FOR THE PURPOSE OF MAKING CERTAIN ROAD IMPROVEMENTS WITHIN THE CITY; PRESCRIBING THE FORM OF SAID BONDS; AUTHORIZING OFFICERS TO DETERMINE FINAL TERMS OF SAID BONDS WITHIN SPECIFIED PARAMETERS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE SAME; PROVIDING FOR THE SALE OF THE BONDS; APPOINTING A PAYING AGENT; AUTHORIZING THE MAYOR OR A DESIGNEE TO AWARD THE SALE OF THE BONDS TO THE BIDDER PROVIDING THE MOST FAVORABLE BID TO CITY AT PUBLIC SALE; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; APPROVING POST-ISSUANCE COMPLIANCE PROCEDURES; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

Said Ordinance was published in pamphlet form on _____ ___, 2020. Copies of said Ordinance as published in pamphlet form are available for inspection and distribution at the Office of the City Clerk, in the City of Fremont, Nebraska.

_____
City Clerk

Publish:
_____, 2020

CERTIFICATE AS TO PUBLICATION IN PAMPHLET FORM

The undersigned City Clerk for the City of Fremont, Nebraska, hereby certifies that Ordinance No. _____ as passed and approved by the Mayor and Council of the City of Fremont, Nebraska, at their meeting held on _____, 2020, was published in pamphlet form on _____ ___, 2020 (within 15 days of passage) and that a true and correct copy of such Ordinance as so passed and published is attached hereto.

Dated this ___ day of _____, 2020.

_____
City Clerk

(SEAL)

ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF MEETING

The undersigned Mayor and Members of the City Council of the City of Fremont, Nebraska, hereby acknowledge receipt of advance notice of a meeting of the City Council of the City of Fremont, Nebraska, and the agenda for such meeting held at _____o'clock P.M., on, _____, 2020, at _____.

Mayor _____

Councilmember _____

Councilmember _____

Councilmember _____

Councilmember _____

Councilmember _____

Councilmember _____

Councilmember _____

Councilmember _____

I hereby certify that _____ was/were absent from the meeting but that, to my personal knowledge, he/she/they received advance notice of the meeting.

_____
City Clerk

DOCS/2488471.3

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jody Sanders, CPA, Director of Finance

DATE: July 14, 2020

SUBJECT: Combined Utility Bond Refunding and Reissue

Recommendation: 1. Move to approve Resolution 2020-135 to call in Series 2013 bonds for payment. 2. Move to approve Resolution 2020-136 to call in Series 2014A bonds for payment. 3. Move to introduce Ordinance 5539 to reissue bonds. 4. Hold first reading. 5. Move to suspend the rules and place on final reading. 6. Hold final reading. 7. Vote on Ordinance.

Background: The Series 2013 Combined Utility Bonds dated August 30, 2013 have a remaining balance of $6,970,000 as of July 1, 2020 and were issued from the Electric Fund for the Air Quality Control Scrubber on the power plant. The Series 2014 Combined Utility Bonds dated June 3, 2014 have a remaining balance of $1,455,000 as of July 1, 2020, and were issued from the Water Fund for system improvements. These bonds are eligible for refunding, and current bond interest rates would provide significant savings if the bonds were reissued.

The two existing bond issues have different maturity dates, however, the reissue will retain the same maturity dates internally, with the last of the 2013 bonds maturing in 2033.

At the July 14, 2020 Utility and Infrastructure Board meeting the Board considered approving the refunding and reissuance and forwarding the items to the City Council for consideration.

It is necessary to call the existing bonds first, accomplished by approving Resolutions 2020-135 and 2020-136. Ordinance 5539 authorizes the reissuance of bonds not to exceed $8,500,000. In various locations throughout the ordinance, parameters are given using “not to exceed” or the like to allow for the competitive sale process. Following the ordinance are presentation copies of the Notice of Sale, Preliminary Official Statement and the Paying Agent Agreement. These documents are in draft form with intentional blanks in them at this point in the process. As the market for tax-exempt municipal bonds is subject to fluctuations, Staff is asking the Council to suspend the rules and place the ordinance on final reading in hopes of capturing the current market conditions and resulting savings on interest payments.

Scott Keene of Piper Sandler & Co. will be at the City Council meeting to review the details of the competitive sale with the Council.

Fiscal Impact: Projected net present value savings of approximately $1,182,000 over the life of the reissued bonds (eight years), depending on rates on the date of the City Council Meeting.

CITY OF FREMONT, NEBRASKA

COMBINED UTILITIES REVENUE BONDS, SERIES 2013

REMAINING DEBT SERVICE AS OF 7/15/20

(ANALYSIS OF CURRENT REFUNDING WITH TAX-EXEMPT BONDS) - 6/12/20

Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/15/2020	-	-	-	-	-
01/15/2021	-	-	131,197.50	131,197.50	-
07/15/2021	475,000.00	2.750%	131,197.50	606,197.50	737,395.00
01/15/2022	-	-	124,666.25	124,666.25	-
07/15/2022	440,000.00	3.000%	124,666.25	564,666.25	689,332.50
01/15/2023	-	-	118,066.25	118,066.25	-
07/15/2023	475,000.00	3.250%	118,066.25	593,066.25	711,132.50
01/15/2024	-	-	110,347.50	110,347.50	-
07/15/2024	480,000.00	3.350%	110,347.50	590,347.50	700,695.00
01/15/2025	-	-	102,307.50	102,307.50	-
07/15/2025	480,000.00	3.550%	102,307.50	582,307.50	684,615.00
01/15/2026	-	-	93,787.50	93,787.50	-
07/15/2026	550,000.00	3.750%	93,787.50	643,787.50	737,575.00
01/15/2027	-	-	83,475.00	83,475.00	-
07/15/2027	550,000.00	4.000%	83,475.00	633,475.00	716,950.00
01/15/2028	-	-	72,475.00	72,475.00	-
07/15/2028	550,000.00	4.100%	72,475.00	622,475.00	694,950.00
01/15/2029	-	-	61,200.00	61,200.00	-
07/15/2029	550,000.00	4.500%	61,200.00	611,200.00	672,400.00
01/15/2030	-	-	48,825.00	48,825.00	-
07/15/2030	550,000.00	4.500%	48,825.00	598,825.00	647,650.00
01/15/2031	-	-	36,450.00	36,450.00	-
07/15/2031	550,000.00	4.500%	36,450.00	586,450.00	622,900.00
01/15/2032	-	-	24,075.00	24,075.00	-
07/15/2032	550,000.00	4.500%	24,075.00	574,075.00	598,150.00
01/15/2033	-	-	11,700.00	11,700.00	-
07/15/2033	520,000.00	4.500%	11,700.00	531,700.00	543,400.00
Total	**$6,720,000.00**	**-**	**$2,037,145.00**	**$8,757,145.00**	**-**

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	8/20/2020
Average Life	7.122 Years
Average Coupon	4.2034569%
Weighted Average Maturity (Par Basis)	7.122 Years
Weighted Average Maturity (Original Price Basis)	7.122 Years

Refunding Bond Information

Refunding Dated Date	8/20/2020
Refunding Delivery Date	8/20/2020

CITY OF FREMONT, NEBRASKA

COMBINED UTILITIES REVENUE BONDS, SERIES 2013

REMAINING DEBT SERVICE AS OF 7/15/20

(ANALYSIS OF CURRENT REFUNDING WITH TAX-EXEMPT BONDS) - 6/12/20

Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S	Fiscal Total
08/20/2020	-	-	-	-	-	-	-	-
09/07/2020	6,720,000.00	37,901.50	6,757,901.50	-	-	-	-	-
01/15/2021	-	-	-	-	-	131,197.50	131,197.50	-
07/15/2021	-	-	-	475,000.00	2.750%	131,197.50	606,197.50	737,395.00
01/15/2022	-	-	-	-	-	124,666.25	124,666.25	-
07/15/2022	-	-	-	440,000.00	3.000%	124,666.25	564,666.25	689,332.50
01/15/2023	-	-	-	-	-	118,066.25	118,066.25	-
07/15/2023	-	-	-	475,000.00	3.250%	118,066.25	593,066.25	711,132.50
01/15/2024	-	-	-	-	-	110,347.50	110,347.50	-
07/15/2024	-	-	-	480,000.00	3.350%	110,347.50	590,347.50	700,695.00
01/15/2025	-	-	-	-	-	102,307.50	102,307.50	-
07/15/2025	-	-	-	480,000.00	3.550%	102,307.50	582,307.50	684,615.00
01/15/2026	-	-	-	-	-	93,787.50	93,787.50	-
07/15/2026	-	-	-	550,000.00	3.750%	93,787.50	643,787.50	737,575.00
01/15/2027	-	-	-	-	-	83,475.00	83,475.00	-
07/15/2027	-	-	-	550,000.00	4.000%	83,475.00	633,475.00	716,950.00
01/15/2028	-	-	-	-	-	72,475.00	72,475.00	-
07/15/2028	-	-	-	550,000.00	4.100%	72,475.00	622,475.00	694,950.00
01/15/2029	-	-	-	-	-	61,200.00	61,200.00	-
07/15/2029	-	-	-	550,000.00	4.500%	61,200.00	611,200.00	672,400.00
01/15/2030	-	-	-	-	-	48,825.00	48,825.00	-
07/15/2030	-	-	-	550,000.00	4.500%	48,825.00	598,825.00	647,650.00
01/15/2031	-	-	-	-	-	36,450.00	36,450.00	-
07/15/2031	-	-	-	550,000.00	4.500%	36,450.00	586,450.00	622,900.00
01/15/2032	-	-	-	-	-	24,075.00	24,075.00	-
07/15/2032	-	-	-	550,000.00	4.500%	24,075.00	574,075.00	598,150.00
01/15/2033	-	-	-	-	-	11,700.00	11,700.00	-
07/15/2033	-	-	-	520,000.00	4.500%	11,700.00	531,700.00	543,400.00
Total	**$6,720,000.00**	**$37,901.50**	**$6,757,901.50**	**$6,720,000.00**	**-**	**$2,037,145.00**	**$8,757,145.00**	**-**

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	8/20/2020
Average Life	7.122 Years
Average Coupon	4.2034569%
Weighted Average Maturity (Par Basis)	7.122 Years
Weighted Average Maturity (Original Price Basis)	7.122 Years

Refunding Bond Information

Refunding Dated Date	8/20/2020
Refunding Delivery Date	8/20/2020

CITY OF FREMONT, NEBRASKA

COMBINED UTILITIES REVENUE REFUNDING BONDS, SERIES 2020

CURRENT TAX-EXEMPT REFUNDING OF SERIES 2013 BONDS

PRELIMINARY ANALYSIS AS OF 6/12/20

Sources & Uses

Dated 08/20/2020 | Delivered 08/20/2020

Sources Of Funds

Par Amount of Bonds	$6,210,000.00
Reoffering Premium	564,399.70
Transfers from Prior Issue Debt Service Funds	61,449.58
Total Sources	**$6,835,849.28**

Uses Of Funds

Deposit to Current Refunding Fund	6,757,901.50
Total Underwriter's Discount (0.750%)	46,575.00
Costs of Issuance	31,050.00
Rounding Amount	322.78
Total Uses	**$6,835,849.28**

CITY OF FREMONT, NEBRASKA

COMBINED UTILITIES REVENUE REFUNDING BONDS, SERIES 2020

CURRENT TAX-EXEMPT REFUNDING OF SERIES 2013 BONDS

PRELIMINARY ANALYSIS AS OF 6/12/20

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price		YTM	Call Date	Call Price	Dollar Price
07/15/2021	Serial Coupon	2.000%	0.420%	420,000.00	101.422%		-	-	-	425,972.40
07/15/2022	Serial Coupon	2.000%	0.470%	430,000.00	102.894%		-	-	-	442,444.20
07/15/2023	Serial Coupon	3.000%	0.560%	460,000.00	107.015%		-	-	-	492,269.00
07/15/2024	Serial Coupon	3.000%	0.640%	460,000.00	109.081%		-	-	-	501,772.60
07/15/2025	Serial Coupon	3.000%	0.750%	460,000.00	110.810%		-	-	-	509,726.00
07/15/2026	Serial Coupon	3.000%	0.900%	525,000.00	112.045%		-	-	-	588,236.25
07/15/2027	Serial Coupon	3.000%	1.070%	520,000.00	112.808%		-	-	-	586,601.60
07/15/2028	Serial Coupon	3.000%	1.210%	515,000.00	111.819%	c	1.414%	07/15/2027	100.000%	575,867.85
07/15/2029	Serial Coupon	3.000%	1.320%	510,000.00	111.048%	c	1.660%	07/15/2027	100.000%	566,344.80
07/15/2030	Serial Coupon	3.000%	1.430%	500,000.00	110.283%	c	1.858%	07/15/2027	100.000%	551,415.00
07/15/2031	Serial Coupon	3.000%	1.550%	490,000.00	109.456%	c	2.029%	07/15/2027	100.000%	536,334.40
07/15/2032	Serial Coupon	3.000%	1.650%	480,000.00	108.772%	c	2.160%	07/15/2027	100.000%	522,105.60
07/15/2033	Serial Coupon	3.000%	1.760%	440,000.00	108.025%	c	2.279%	07/15/2027	100.000%	475,310.00
Total	**-**	**-**	**-**	**$6,210,000.00**	**-**	**-**	**-**	**-**	**-**	**$6,774,399.70**

Bid Information

Par Amount of Bonds	$6,210,000.00
Reoffering Premium or (Discount)	564,399.70
Gross Production	$6,774,399.70
Total Underwriter's Discount (0.750%)	$(46,575.00)
Bid (108.339%)	6,727,824.70
Total Purchase Price	$6,727,824.70
Bond Year Dollars	$43,566.25
Average Life	7.015 Years
Average Coupon	2.9725163%
Net Interest Cost (NIC)	1.7839249%
True Interest Cost (TIC)	1.6864199%

CITY OF FREMONT, NEBRASKA

COMBINED UTILITIES REVENUE REFUNDING BONDS, SERIES 2020
CURRENT TAX-EXEMPT REFUNDING OF SERIES 2013 BONDS
PRELIMINARY ANALYSIS AS OF 6/12/20

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/20/2020	-	-	-	-	-
01/15/2021	-	-	71,613.89	71,613.89	-
07/15/2021	420,000.00	2.000%	88,900.00	508,900.00	580,513.89
01/15/2022	-	-	84,700.00	84,700.00	-
07/15/2022	430,000.00	2.000%	84,700.00	514,700.00	599,400.00
01/15/2023	-	-	80,400.00	80,400.00	-
07/15/2023	460,000.00	3.000%	80,400.00	540,400.00	620,800.00
01/15/2024	-	-	73,500.00	73,500.00	-
07/15/2024	460,000.00	3.000%	73,500.00	533,500.00	607,000.00
01/15/2025	-	-	66,600.00	66,600.00	-
07/15/2025	460,000.00	3.000%	66,600.00	526,600.00	593,200.00
01/15/2026	-	-	59,700.00	59,700.00	-
07/15/2026	525,000.00	3.000%	59,700.00	584,700.00	644,400.00
01/15/2027	-	-	51,825.00	51,825.00	-
07/15/2027	520,000.00	3.000%	51,825.00	571,825.00	623,650.00
01/15/2028	-	-	44,025.00	44,025.00	-
07/15/2028	515,000.00	3.000%	44,025.00	559,025.00	603,050.00
01/15/2029	-	-	36,300.00	36,300.00	-
07/15/2029	510,000.00	3.000%	36,300.00	546,300.00	582,600.00
01/15/2030	-	-	28,650.00	28,650.00	-
07/15/2030	500,000.00	3.000%	28,650.00	528,650.00	557,300.00
01/15/2031	-	-	21,150.00	21,150.00	-
07/15/2031	490,000.00	3.000%	21,150.00	511,150.00	532,300.00
01/15/2032	-	-	13,800.00	13,800.00	-
07/15/2032	480,000.00	3.000%	13,800.00	493,800.00	507,600.00
01/15/2033	-	-	6,600.00	6,600.00	-
07/15/2033	440,000.00	3.000%	6,600.00	446,600.00	453,200.00
Total	**$6,210,000.00**	**-**	**$1,295,013.89**	**$7,505,013.89**	**-**

Yield Statistics

Bond Year Dollars	$43,566.25
Average Life	7.015 Years
Average Coupon	2.9725163%
Net Interest Cost (NIC)	1.7839249%
True Interest Cost (TIC)	1.6864199%
Bond Yield for Arbitrage Purposes	1.2115604%
All Inclusive Cost (AIC)	1.7594037%

IRS Form 8038

Net Interest Cost	1.5258459%
Weighted Average Maturity	7.068 Years

CITY OF FREMONT, NEBRASKA

COMBINED UTILITIES REVENUE REFUNDING BONDS, SERIES 2020

CURRENT TAX-EXEMPT REFUNDING OF SERIES 2013 BONDS

PRELIMINARY ANALYSIS AS OF 6/12/20

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings	Fiscal Total
08/20/2020	-	-	-	-	-
01/15/2021	71,613.89	71,613.89	131,197.50	59,583.61	-
07/15/2021	508,900.00	508,900.00	606,197.50	97,297.50	156,881.11
01/15/2022	84,700.00	84,700.00	124,666.25	39,966.25	-
07/15/2022	514,700.00	514,700.00	564,666.25	49,966.25	89,932.50
01/15/2023	80,400.00	80,400.00	118,066.25	37,666.25	-
07/15/2023	540,400.00	540,400.00	593,066.25	52,666.25	90,332.50
01/15/2024	73,500.00	73,500.00	110,347.50	36,847.50	-
07/15/2024	533,500.00	533,500.00	590,347.50	56,847.50	93,695.00
01/15/2025	66,600.00	66,600.00	102,307.50	35,707.50	-
07/15/2025	526,600.00	526,600.00	582,307.50	55,707.50	91,415.00
01/15/2026	59,700.00	59,700.00	93,787.50	34,087.50	-
07/15/2026	584,700.00	584,700.00	643,787.50	59,087.50	93,175.00
01/15/2027	51,825.00	51,825.00	83,475.00	31,650.00	-
07/15/2027	571,825.00	571,825.00	633,475.00	61,650.00	93,300.00
01/15/2028	44,025.00	44,025.00	72,475.00	28,450.00	-
07/15/2028	559,025.00	559,025.00	622,475.00	63,450.00	91,900.00
01/15/2029	36,300.00	36,300.00	61,200.00	24,900.00	-
07/15/2029	546,300.00	546,300.00	611,200.00	64,900.00	89,800.00
01/15/2030	28,650.00	28,650.00	48,825.00	20,175.00	-
07/15/2030	528,650.00	528,650.00	598,825.00	70,175.00	90,350.00
01/15/2031	21,150.00	21,150.00	36,450.00	15,300.00	-
07/15/2031	511,150.00	511,150.00	586,450.00	75,300.00	90,600.00
01/15/2032	13,800.00	13,800.00	24,075.00	10,275.00	-
07/15/2032	493,800.00	493,800.00	574,075.00	80,275.00	90,550.00
01/15/2033	6,600.00	6,600.00	11,700.00	5,100.00	-
07/15/2033	446,600.00	446,600.00	531,700.00	85,100.00	90,200.00
Total	**$7,505,013.89**	**$7,505,013.89**	**$8,757,145.00**	**$1,252,131.11**	**-**

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	1,121,526.75
Net PV Cashflow Savings @ 1.759%(AIC)	1,121,526.75
Transfers from Prior Issue Debt Service Fund	(61,449.58)
Contingency or Rounding Amount	322.78
Net Present Value Benefit	$1,060,399.95
Net PV Benefit / $6,720,000 Refunded Principal	15.780%
Net PV Benefit / $6,210,000 Refunding Principal	17.076%

Refunding Bond Information

Refunding Dated Date	8/20/2020
Refunding Delivery Date	8/20/2020

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CITY OF FREMONT, NEBRASKA

COMBINED UTILITIES REVENUE REFUNDING BONDS, SERIES 2014A
REMAINING DEBT SERVICE AS OF 9/1/20
(ANALYSIS OF CURRENT REFUNDING WITH TAX-EXEMPT BONDS) - 6/12/20

Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/01/2020	-	-	-	-	-
03/01/2021	-	-	21,040.00	21,040.00	-
09/01/2021	160,000.00	2.150%	21,040.00	181,040.00	202,080.00
03/01/2022	-	-	19,320.00	19,320.00	-
09/01/2022	165,000.00	2.400%	19,320.00	184,320.00	203,640.00
03/01/2023	-	-	17,340.00	17,340.00	-
09/01/2023	170,000.00	2.650%	17,340.00	187,340.00	204,680.00
03/01/2024	-	-	15,087.50	15,087.50	-
09/01/2024	175,000.00	2.800%	15,087.50	190,087.50	205,175.00
03/01/2025	-	-	12,637.50	12,637.50	-
09/01/2025	185,000.00	3.000%	12,637.50	197,637.50	210,275.00
03/01/2026	-	-	9,862.50	9,862.50	-
09/01/2026	190,000.00	3.150%	9,862.50	199,862.50	209,725.00
03/01/2027	-	-	6,870.00	6,870.00	-
09/01/2027	200,000.00	3.300%	6,870.00	206,870.00	213,740.00
03/01/2028	-	-	3,570.00	3,570.00	-
09/01/2028	210,000.00	3.400%	3,570.00	213,570.00	217,140.00
Total	**$1,455,000.00**	**-**	**$211,455.00**	**$1,666,455.00**	**-**

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	8/20/2020
Average Life	4.735 Years
Average Coupon	3.0879174%
Weighted Average Maturity (Par Basis)	4.735 Years
Weighted Average Maturity (Original Price Basis)	4.735 Years

Refunding Bond Information

Refunding Dated Date	8/20/2020
Refunding Delivery Date	8/20/2020

CITY OF FREMONT, NEBRASKA

COMBINED UTILITIES REVENUE REFUNDING BONDS, SERIES 2014A

REMAINING DEBT SERVICE AS OF 9/1/20

(ANALYSIS OF CURRENT REFUNDING WITH TAX-EXEMPT BONDS) - 6/12/20

Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S	Fiscal Total
08/20/2020	-	-	-	-	-	-	-	-
09/07/2020	1,455,000.00	701.33	1,455,701.33	-	-	-	-	-
03/01/2021	-	-	-	-	-	21,040.00	21,040.00	-
09/01/2021	-	-	-	160,000.00	2.150%	21,040.00	181,040.00	202,080.00
03/01/2022	-	-	-	-	-	19,320.00	19,320.00	-
09/01/2022	-	-	-	165,000.00	2.400%	19,320.00	184,320.00	203,640.00
03/01/2023	-	-	-	-	-	17,340.00	17,340.00	-
09/01/2023	-	-	-	170,000.00	2.650%	17,340.00	187,340.00	204,680.00
03/01/2024	-	-	-	-	-	15,087.50	15,087.50	-
09/01/2024	-	-	-	175,000.00	2.800%	15,087.50	190,087.50	205,175.00
03/01/2025	-	-	-	-	-	12,637.50	12,637.50	-
09/01/2025	-	-	-	185,000.00	3.000%	12,637.50	197,637.50	210,275.00
03/01/2026	-	-	-	-	-	9,862.50	9,862.50	-
09/01/2026	-	-	-	190,000.00	3.150%	9,862.50	199,862.50	209,725.00
03/01/2027	-	-	-	-	-	6,870.00	6,870.00	-
09/01/2027	-	-	-	200,000.00	3.300%	6,870.00	206,870.00	213,740.00
03/01/2028	-	-	-	-	-	3,570.00	3,570.00	-
09/01/2028	-	-	-	210,000.00	3.400%	3,570.00	213,570.00	217,140.00
Total	**$1,455,000.00**	**$701.33**	**$1,455,701.33**	**$1,455,000.00**	**-**	**$211,455.00**	**$1,666,455.00**	**-**

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	8/20/2020
Average Life	4.735 Years
Average Coupon	3.0879174%
Weighted Average Maturity (Par Basis)	4.735 Years
Weighted Average Maturity (Original Price Basis)	4.735 Years

Refunding Bond Information

Refunding Dated Date	8/20/2020
Refunding Delivery Date	8/20/2020

Sources & Uses

Dated 08/20/2020 | Delivered 08/20/2020

Sources Of Funds

Par Amount of Bonds	$1,335,000.00
Reoffering Premium	122,211.80
Transfers from Prior Issue Debt Service Funds	17,533.33
Total Sources	**$1,474,745.13**

Uses Of Funds

Deposit to Current Refunding Fund	1,455,701.33
Total Underwriter's Discount (0.750%)	10,012.50
Costs of Issuance	6,675.00
Rounding Amount	2,356.30
Total Uses	**$1,474,745.13**

CITY OF FREMONT, NEBRASKA

COMBINED UTILITIES REVENUE REFUNDING BONDS, SERIES 2020

CURRENT TAX-EXEMPT REFUNDING OF SERIES 2014A BONDS

PRELIMINARY ANALYSIS AS OF 6/12/20

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price		YTM	Call Date	Call Price	Dollar Price
09/01/2021	Serial Coupon	2.000%	0.420%	130,000.00	101.622%		-	-	-	132,108.60
09/01/2022	Serial Coupon	2.000%	0.470%	155,000.00	103.088%		-	-	-	159,786.40
09/01/2023	Serial Coupon	3.000%	0.560%	155,000.00	107.321%		-	-	-	166,347.55
09/01/2024	Serial Coupon	3.000%	0.640%	165,000.00	109.375%		-	-	-	180,468.75
09/01/2025	Serial Coupon	3.000%	0.750%	175,000.00	111.087%		-	-	-	194,402.25
09/01/2026	Serial Coupon	3.000%	0.900%	175,000.00	112.299%		-	-	-	196,523.25
09/01/2027	Serial Coupon	3.000%	1.070%	185,000.00	113.037%		-	-	-	209,118.45
09/01/2028	Serial Coupon	3.000%	1.210%	195,000.00	112.029%	c	1.410%	09/01/2027	100.000%	218,456.55
Total	**-**	**-**	**-**	**$1,335,000.00**	**-**	**-**	**-**	**-**	**-**	**$1,457,211.80**

Bid Information

Par Amount of Bonds	$1,335,000.00
Reoffering Premium or (Discount)	122,211.80
Gross Production	$1,457,211.80
Total Underwriter's Discount (0.750%)	$(10,012.50)
Bid (108.404%)	1,447,199.30
Total Purchase Price	$1,447,199.30
Bond Year Dollars	$6,385.79
Average Life	4.783 Years
Average Coupon	2.9297334%
Net Interest Cost (NIC)	1.1727187%
True Interest Cost (TIC)	1.1086804%

CITY OF FREMONT, NEBRASKA

COMBINED UTILITIES REVENUE REFUNDING BONDS, SERIES 2020
CURRENT TAX-EXEMPT REFUNDING OF SERIES 2014A BONDS
PRELIMINARY ANALYSIS AS OF 6/12/20

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/20/2020	-	-	-	-	-
03/01/2021	-	-	19,736.67	19,736.67	-
09/01/2021	130,000.00	2.000%	18,600.00	148,600.00	168,336.67
03/01/2022	-	-	17,300.00	17,300.00	-
09/01/2022	155,000.00	2.000%	17,300.00	172,300.00	189,600.00
03/01/2023	-	-	15,750.00	15,750.00	-
09/01/2023	155,000.00	3.000%	15,750.00	170,750.00	186,500.00
03/01/2024	-	-	13,425.00	13,425.00	-
09/01/2024	165,000.00	3.000%	13,425.00	178,425.00	191,850.00
03/01/2025	-	-	10,950.00	10,950.00	-
09/01/2025	175,000.00	3.000%	10,950.00	185,950.00	196,900.00
03/01/2026	-	-	8,325.00	8,325.00	-
09/01/2026	175,000.00	3.000%	8,325.00	183,325.00	191,650.00
03/01/2027	-	-	5,700.00	5,700.00	-
09/01/2027	185,000.00	3.000%	5,700.00	190,700.00	196,400.00
03/01/2028	-	-	2,925.00	2,925.00	-
09/01/2028	195,000.00	3.000%	2,925.00	197,925.00	200,850.00
Total	**$1,335,000.00**	**-**	**$187,086.67**	**$1,522,086.67**	**-**

Yield Statistics

Bond Year Dollars	$6,385.79
Average Life	4.783 Years
Average Coupon	2.9297334%
Net Interest Cost (NIC)	1.1727187%
True Interest Cost (TIC)	1.1086804%
Bond Yield for Arbitrage Purposes	0.8980403%
All Inclusive Cost (AIC)	1.2112923%

IRS Form 8038

Net Interest Cost	0.9163431%
Weighted Average Maturity	4.858 Years

CITY OF FREMONT, NEBRASKA

COMBINED UTILITIES REVENUE REFUNDING BONDS, SERIES 2020
CURRENT TAX-EXEMPT REFUNDING OF SERIES 2014A BONDS
PRELIMINARY ANALYSIS AS OF 6/12/20

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings	Fiscal Total
08/20/2020	-	-	-	-	-
03/01/2021	19,736.67	19,736.67	21,040.00	1,303.33	-
09/01/2021	148,600.00	148,600.00	181,040.00	32,440.00	33,743.33
03/01/2022	17,300.00	17,300.00	19,320.00	2,020.00	-
09/01/2022	172,300.00	172,300.00	184,320.00	12,020.00	14,040.00
03/01/2023	15,750.00	15,750.00	17,340.00	1,590.00	-
09/01/2023	170,750.00	170,750.00	187,340.00	16,590.00	18,180.00
03/01/2024	13,425.00	13,425.00	15,087.50	1,662.50	-
09/01/2024	178,425.00	178,425.00	190,087.50	11,662.50	13,325.00
03/01/2025	10,950.00	10,950.00	12,637.50	1,687.50	-
09/01/2025	185,950.00	185,950.00	197,637.50	11,687.50	13,375.00
03/01/2026	8,325.00	8,325.00	9,862.50	1,537.50	-
09/01/2026	183,325.00	183,325.00	199,862.50	16,537.50	18,075.00
03/01/2027	5,700.00	5,700.00	6,870.00	1,170.00	-
09/01/2027	190,700.00	190,700.00	206,870.00	16,170.00	17,340.00
03/01/2028	2,925.00	2,925.00	3,570.00	645.00	-
09/01/2028	197,925.00	197,925.00	213,570.00	15,645.00	16,290.00
Total	**$1,522,086.67**	**$1,522,086.67**	**$1,666,455.00**	**$144,368.33**	**-**

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	137,416.44
Net PV Cashflow Savings @ 1.211%(AIC)	137,416.44
Transfers from Prior Issue Debt Service Fund	(17,533.33)
Contingency or Rounding Amount	2,356.30
Net Present Value Benefit	$122,239.41
Net PV Benefit / $1,455,000 Refunded Principal	8.401%
Net PV Benefit / $1,335,000 Refunding Principal	9.157%

Refunding Bond Information

Refunding Dated Date	8/20/2020
Refunding Delivery Date	8/20/2020

A meeting of the Mayor and City Council of the City of Fremont, Nebraska, was held at the _____ in said City on the 14th day of July, 2020, at _____ o'clock ___.M. Present were: Mayor: _____; Council Members: ____ _____ _____ _____. Absent: _____. Notice of the meeting was given in advance thereof by publication, the designated method for giving notice, as shown by the Affidavit of Publication attached to these minutes. Notice of this meeting was given to the Mayor and all members of the Council and a copy of their acknowledgment of receipt of notice and the agenda is attached to the minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. At the beginning of the meeting, the Mayor publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was being held.

Council Member _____ introduced Resolution No. 2020-135 and moved its adoption. Council Member _____ seconded the foregoing motion and on roll call on the passage and adoption of said resolution, the following voted YEA: _____ _____ _____. The following voted NAY:_____. Whereupon the Mayor declared said motion carried and said resolution passed and adopted. A true, correct and complete copy of said resolution is as follows:

RESOLUTION NO. 2020-135

BE IT RESOLVED AND ENACTED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA, as follows:

Section 1. That the following bonds, in accordance with their option provisions, are hereby authorized to be called for payment as provided in a Direction for Call (as defined below), after which date interest on the bonds will cease:

Combined Utilities Revenue Bonds, Series 2013, dated August 30, 2013, in the outstanding principal amount of $6,720,000, numbered as they are shown on the books and records of the Paying Agent and Registrar, maturing in the principal amount and bearing CUSIP numbers as follows:

Principal Amount	Maturity Date July 15	Interest Rate	CUSIP
$475,000	2021	2.75%	357415 MX3
440,000	2022	3.00	357415 MY1
475,000	2023	3.25	357415 MZ8
480,000	2024	3.35	357415 NA2
480,000	2025	3.55	357415 NB0
550,000	2026	3.75	357415 NC8
550,000	2027	4.00	357415 ND6
550,000	2028	4.10	357415 NE4
2,720,000**	2033	4.50	357415 NF1
**Term Bonds			

Said bonds are hereinafter referred to as the "Refunded Bonds."

Said Refunded Bonds are subject to redemption at any time on or after August 30, 2018, at the principal amount thereof plus accrued interest to date fixed for redemption, and said interest is payable semiannually.

Section 2. The Refunded Bonds are to be paid off at the principal corporate office of BOKF, National Association, Lincoln, Nebraska, as paying agent and registrar (the "Paying Agent and Registrar").

Section 3. The Mayor of the City, the City Clerk, Director of Finance/City Treasurer and the City Administrator (each, an "Authorized Officer") are hereby at any time on or after the date of this resolution authorized to direct the irrevocable call of the Refunded Bonds on behalf of the City and such direction, when made in writing (the "Direction for Call"), shall constitute the action of the City without further action of the Mayor or Council of the City. The redemption date included in the Direction for Call may be set for any date on or prior to March 31, 2021, after which time an Authorized Officer shall have no authority to make any such determination hereunder without further action of the Mayor and Council of the City and this resolution shall be of no further force and effect.

Section 4. A copy of this resolution shall be filed with the Paying Agent, together with an executed Direction for Call, which delivery of Direction for Call is necessary in order for the call of the Refunded Bonds to be effective hereunder. Upon receipt of an executed Direction for Call, the Paying Agent is hereby instructed to mail notice to each registered owner of the Refunded Bonds not less than thirty days prior to the date fixed for redemption, all in accordance with the ordinance authorizing the issuance of the Refunded Bonds, and to take all other actions deemed necessary in connection with the redemption of the Refunded Bonds.

PASSED AND APPROVED this 14th day of July, 2020.

ATTEST: By _____
Mayor

_____
City Clerk
(S E A L)

Council Member _____ introduced Resolution No. 2020-136 and moved its adoption. Council Member _____ seconded the foregoing motion and on roll call on the passage and adoption of said resolution, the following voted YEA: _____

_____

_____. The following voted NAY:_____. Whereupon the Mayor declared said motion carried and said resolution passed and adopted. A true, correct and complete copy of said resolution is as follows:

RESOLUTION NO. 2020-136

BE IT RESOLVED AND ENACTED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA, as follows:

Section 1. That the following bonds, in accordance with their option provisions, are hereby authorized to be called for payment as provided in a Direction for Call (as defined below), after which date interest on the bonds will cease:

Combined Utilities Revenue Refunding Bonds, Series 2014A, dated June 3, 2014, in the outstanding principal amount of $1,455,000, numbered as they are shown on the books and records of the Paying Agent and Registrar, maturing in the principal amount and bearing CUSIP numbers as follows:

Principal Amount	Maturity Date September 1	Interest Rate	CUSIP
$160,000	2021	2.15%	357415 NP9
165,000	2022	2.40	357415 NQ7
170,000	2023	2.65	357415 NR5
175,000	2024	2.80	357415 NS3
185,000	2025	3.00	357415 NT1
190,000	2026	3.15	357415 NU8
200,000	2027	3.30	357415 NV6
210,000	2028	3.40	357415 NW4

Said bonds are hereinafter referred to as the "Refunded Bonds."

Said Refunded Bonds are subject to redemption at any time on or after June 3, 2019, at the principal amount thereof plus accrued interest to date fixed for redemption, and said interest is payable semiannually.

Section 2. The Refunded Bonds are to be paid off at the principal corporate office of BOKF, National Association, Lincoln, Nebraska, as paying agent and registrar (the "Paying Agent and Registrar").

Section 3. The Mayor of the City, the City Clerk, Director of Finance/City Treasurer and the City Administrator (each, an "Authorized Officer") are hereby at any time on or after the date of this resolution authorized to direct the irrevocable call of the Refunded Bonds on behalf of the City and such direction, when made in writing (the "Direction for Call"), shall constitute the action of the City without further action of the Mayor or Council of the City. The redemption date included in the Direction for Call may be set for any date on or prior to March 31, 2021, after which time an Authorized Officer shall have no authority to make any such determination hereunder without further action of the Mayor and Council of the City and this resolution shall be of no further force and effect.

Section 4. A copy of this resolution shall be filed with the Paying Agent, together with an executed Direction for Call, which delivery of Direction for Call is necessary in order for the call of the Refunded Bonds to be effective hereunder. Upon receipt of an executed Direction for Call, the Paying Agent is hereby instructed to mail notice to each registered owner of the Refunded Bonds not less than thirty days prior to the date fixed for redemption, all in accordance with the ordinance authorizing the issuance of the Refunded Bonds, and to take all other actions deemed necessary in connection with the redemption of the Refunded Bonds.

PASSED AND APPROVED this 14th day of July, 2020.

ATTEST: By _____
Mayor

_____
City Clerk
(S E A L)

Thereupon Council Member _____ introduced Ordinance No. 5539 entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF COMBINED UTILITIES REVENUE REFUNDING BONDS, SERIES 2020, OF THE CITY OF FREMONT, NEBRASKA, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS ($8,500,000) FOR THE PURPOSE OF PAYING CERTAIN OUTSTANDING BONDS OF THE CITY; DIRECTING THE APPLICATION OF THE PROCEEDS OF SAID BONDS; PRESCRIBING THE FORM, TERMS AND DETAILS OF SAID BONDS; PLEDGING AND HYPOTHECATING THE REVENUE AND EARNINGS OF THE COMBINED ELECTRIC SYSTEM, WATER SYSTEM, SEWER SYSTEM AND GAS SYSTEM OF SAID CITY FOR THE PAYMENT OF SAID BONDS AND THE INTEREST THEREON; PROVIDING FOR THE COLLECTION, SEGREGATION AND APPLICATION OF THE REVENUES OF SAID SYSTEMS; PROVIDING FOR THE SALE OF THE BONDS; APPOINTING A PAYING AGENT; AUTHORIZING THE MAYOR OR A DESIGNEE TO AWARD THE SALE OF THE BONDS TO THE BIDDER PROVIDING THE MOST FAVORABLE BID TO CITY AT PUBLIC SALE; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; APPROVING POST-ISSUANCE COMPLIANCE PROCEDURES; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

and moved that the statutory rule requiring reading on three different days be suspended. Council Member _____ seconded the motion to suspend the rules and upon roll call vote on the motion the following Council Members voted YEA: _____

_____

_____

_____. The following voted NAY: _____. The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title and thereafter Council Member _____ moved for final passage of the ordinance, which motion was seconded by Council Member _____. The Mayor then stated the question was "Shall Ordinance No. _____ be passed and adopted?" Upon roll call vote, the following Council Members voted YEA: _____

_____

_____

_____. The following voted NAY: _____. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor in the presence of the Council

signed and approved the ordinance and the Clerk attested the passage and approval of the same and affixed her signature thereto and ordered the Ordinance to be published in pamphlet form as provided therein. A true, correct and complete copy of said ordinance is as follows:

ORDINANCE NO. 5539

AN ORDINANCE AUTHORIZING THE ISSUANCE OF COMBINED UTILITIES REVENUE REFUNDING BONDS, SERIES 2020, OF THE CITY OF FREMONT, NEBRASKA, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS ($8,500,000) FOR THE PURPOSE OF PAYING CERTAIN OUTSTANDING BONDS OF THE CITY; DIRECTING THE APPLICATION OF THE PROCEEDS OF SAID BONDS; PRESCRIBING THE FORM, TERMS AND DETAILS OF SAID BONDS; PLEDGING AND HYPOTHECATING THE REVENUE AND EARNINGS OF THE COMBINED ELECTRIC SYSTEM, WATER SYSTEM, SEWER SYSTEM AND GAS SYSTEM OF SAID CITY FOR THE PAYMENT OF SAID BONDS AND THE INTEREST THEREON; PROVIDING FOR THE COLLECTION, SEGREGATION AND APPLICATION OF THE REVENUES OF SAID SYSTEMS; PROVIDING FOR THE SALE OF THE BONDS; APPOINTING A PAYING AGENT; AUTHORIZING THE MAYOR OR A DESIGNEE TO AWARD THE SALE OF THE BONDS TO THE BIDDER PROVIDING THE MOST FAVORABLE BID TO CITY AT PUBLIC SALE; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; APPROVING POST-ISSUANCE COMPLIANCE PROCEDURES; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. The Mayor and Council of the City of Fremont, Nebraska (the "City") hereby find and determine as follows:

(a) The City owns and operates an electric power plant and distribution system (said plant and system as now existing and all additions and improvements thereto hereafter constructed or acquired are herein referred to as the "Electric System"), which Electric System represents a revenue-producing undertaking of the City.

(b) The City owns and operates a water plant and distribution system (said plant and system as now existing and all additions and improvements thereto hereafter acquired are herein referred to as the "Water System"), which Water System represents a revenue-producing undertaking of the City.

(c) The City owns and operates a sewer plant and system (said plant and system as now existing and all additions and improvements thereto hereafter acquired are herein referred to as the "Sewer System"), which Sewer System represents a revenue-producing undertaking of the City.

(d) The City owns and operates a gas plant and distribution system (said plant and system as now existing and all additions and improvements thereto hereafter acquired are herein referred to as the "Gas System"), which Gas System represents a revenue-producing undertaking of the City.

(e) The Electric System, Water System, Sewer System and Gas System shall, together, be referred to in this Ordinance as the “Combined Utilities”.

(f) that the City presently has outstanding the following bonded indebtedness:

Combined Utilities Revenue Bonds, Series 2013, date of original issue August 30, 2013, issued pursuant to Ordinance No. 5276 of which $6,720,000 in principal amount are presently outstanding (the “Series 2013 Called Bonds”); and

Combined Utilities Revenue Refunding Bonds, Series 2014A, date of original issue June 3, 2014, issued pursuant to Ordinance No. 5305 of which $1,605,000 in principal amount are presently outstanding (the “Series 2014A Called Bonds” and together with the Series 2013 Called Bonds, the “Called Bonds”).

that since the issuance of the Called Bonds, the rates of interest have so declined in the market that by taking up and paying off all or a portion of the Called Bonds in the maturities as determined by an Authorized Officer provided below (the "Refunded Bonds") by an issue of refunding bonds of the City, a substantial savings in the overall amount of interest cost will be realized by the City; that the Refunded Bonds have been authorized to be called on the dates to be determined pursuant to resolution of the Board adopted contemporaneously herewith (such redemption date each of the Refunded Bonds is called for redemption, the “Redemption Date”); that by issuing its refunding bonds as provided herein (and application of the proceeds thereof pursuant to this Resolution), the Refunded Bonds will be immediately satisfied under their terms;

(g) That in addition to the Called Bonds, the City has issued and there remain currently outstanding the following revenue bonds which constitute a charge against the revenues of the Combined Utilities:

Combined Utilities Revenue Refunding Bonds, Series 2012, date of original issue March 6, 2012, issued pursuant to Ordinance No. 5238 of which $13,850,000 in principal amount are presently outstanding (the “Series 2012 Bonds”);

Combined Utilities Revenue Bonds, Series 2014B, date of original issue July 29, 2014, issued pursuant to Ordinance No. 5311 of which $30,590,000, in principal amount are presently outstanding (the “Series 2014B Bonds”);

Combined Utilities Revenue Refunding Bonds, Series 2015, date of original issue May 5, 2015, issued pursuant to Ordinance No. 5334 of which $1,775,000, in principal amount are presently outstanding (the “Series 2015 Bonds”);

Combined Utilities Revenue Refunding Bonds, Series 2016, date of original issue September 1, 2016, issued pursuant to Ordinance No. 5375 of which $1,480,000, in principal amount are presently outstanding (the "Series 2016 Bonds"); and

Combined Utilities Revenue Bonds, Series 2018, date of original issue December 11, 2018, issued pursuant to Ordinance No. 5477 of which $38,900,000, in principal amount are presently outstanding (the "Series 2018 Bonds").

(h) Other than the Called Bonds, the Series 2012 Bonds, the Series 2014B Bonds, the Series 2015 Bonds, the Series 2016 Bonds, and the Series 2018 Bonds (collectively, the "Outstanding Parity Bonds"), presently constitute the only outstanding indebtedness of the City for which the revenues of any of the Combined Utilities have been pledged under the terms of Ordinance No. 5238, Ordinance No. 5311, Ordinance No. 5334, Ordinance No. 5375 and Ordinance No. 5477 (collectively the "Outstanding Parity Ordinances").

(i) Under the terms of the Outstanding Parity Ordinances, the City may issue bonds which shall qualify as "Additional Bonds" payable out of the Net Revenues of equal lien to the Outstanding Parity Bonds provided that:

(a) the ordinance authorizing the Additional Bonds provides for an increase in the monthly credits into the Bond Payment Account established and maintained pursuant to the Outstanding Parity Ordinances in amounts sufficient to pay, when due, the principal of and interest on the Outstanding Parity Bonds and the Additional Bonds to be issued and provides for the pledging of the revenues of the Combined Utilities for the payment of all of said bonds; and

(b) the Net Revenues of the Combined Utilities for the fiscal year next preceding the date of authorization of such Additional Bonds as based on a certified public accountant's report shall have been at least equal to 1.25 times the Average Annual Debt Service Requirements for the Outstanding Parity Bonds and the Additional Bonds to be issued.

(j) This ordinance provides for an increase in the monthly credits into the Bond Payment Account established and maintained pursuant to the Outstanding Parity Ordinances in amounts sufficient to pay, when due, the principal of and interest on the Outstanding Parity Bonds and the bonds herein authorized and provides for the pledging of the revenues of the Combined Utilities for the payment of all of said bonds.

(k) The Net Revenues of the Combined Utilities (as defined in the Outstanding Parity Ordinances for the fiscal year ending September 30, 2019) were not less than $22,763,444; the Average Annual Debt Service Requirements for the Outstanding Parity Bonds and the bonds herein authorized are estimated to be not more than $9,000,000; and therefore the required coverage for issuance of the bonds herein authorized as "Additional Bonds" under the Outstanding Parity Ordinances now exists and will exist as of the time of issuance of the bonds herein authorized.

(l) To satisfy the funding requirements described in this Section 1, it is necessary for the City to issue its Combined Utilities Revenue Refunding Bonds, Series 2020, in the total principal amount of not to exceed $8,500,000 pursuant to Sections 18-1803 to 18-1805 R.R.S. Neb. 2012, as amended.

(m) all conditions, acts and things required by law to exist or to be done precedent to the issuance of the Bonds herein authorized as such "Additional Bonds" as provided for in the Outstanding Parity Ordinances and in this Ordinance do exist and have been done or are hereby required to be done in regular and due form and time as required by law.

Section 2. In addition to the definitions provided for in certain other Sections hereof, the following definitions of terms shall apply, unless the context shall clearly indicate otherwise:

(a) "Additional Bonds" shall mean any and all bonds hereafter issued by the City pursuant to the terms of this Ordinance which are equal in lien to the Outstanding Parity Bonds, including any such bonds issued pursuant to Section 13 hereof, and refunding bonds issued pursuant to Section 14 hereof, as and when such bonds are or become equal in lien to the Outstanding Parity Bonds according to their terms and the terms of said Sections.

(b) "Average Annual Debt Service Requirements" shall mean that number computed by adding all of the principal and interest due when computed to the absolute maturity of the bonds for which such computation is required and dividing by the number of years remaining that the longest bond of any issue for which such computation is required has to run to maturity. In making such computation, the principal of any bonds for which mandatory redemptions are scheduled shall be treated as maturing in accordance with such schedule of mandatory redemptions.

(c) "Deposit Securities" shall mean direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

(d) "Maximum Annual Debt Service Requirements" shall mean the maximum aggregate amount of payments of principal and interest due with respect to the bonds for which such computation is required in any one fiscal year. In making such computations the principal of any bonds for which mandatory redemptions are scheduled shall be treated as maturing in accordance with such schedule of mandatory redemptions.

(e) "Net Revenues" shall mean the gross revenues derived by the City from the ownership or operation of the Combined Utilities, including investment income, but not including any income from sale or disposition of any property belonging to or forming a part of the Combined Utilities, less the ordinary expenses to the City of operating and maintaining the Combined Utilities payable from the Operation and Maintenance Account as described in Section 11 in this Ordinance. Operation and maintenance expenses for purposes of determining "Net Revenues" shall not include depreciation, amortization (of financing expenses) or interest on any bonds or other indebtedness. Net Revenues for all purposes of this Ordinance shall be shown by an audit for the fiscal year in question as conducted by independent certified public accountants.

(f) "Paying Agent and Registrar" shall mean for the Bonds the paying agent and registrar designated in Section 4 of this Ordinance. For the Outstanding Parity Bonds and any series of Additional Bonds, "Paying Agent and Registrar" shall mean the officer or institution designated for such office in the applicable Outstanding Parity Ordinance.

(g) "Permitted Investments" shall mean Deposit Securities and, to the extent permitted

by applicable law;

(i) Investments in U.S. dollar denominated deposit accounts, federal funds, bankers acceptances, and certificates of deposit of any bank whose short term debt obligations are rated "A-1+" by S&P and "P-1" by Moody's and maturing no more than 360 calendar days after the date of purchase (holding company ratings are not considered as ratings of a bank);

(ii) Certificates of deposit of any bank, which certificates are fully insured by the Federal Deposit Insurance Corporation ("FDIC");

(iii) Investments in money market funds rated "AAAm" or "AAAm-G" by S&P;

(iv) Commercial paper which is rated at the time of purchase in the single highest classification, "P-1" by Moody's Inc. and "A-1+" by S&P and which matures not more than 270 calendar days after the date of purchase; or

(v) Municipal obligations rated "Aaa/AAA" or general obligations of States with a rating of "A1/A+" or higher by both Moody's and S&P;

Section 3. For the purposes set forth in Section 1 hereof, there shall be and there are hereby ordered issued Combined Utilities Revenue Refunding Bonds, Series 2020, of the principal amount of not to exceed $8,500,000 (the "Bonds"), provided that the Bonds as issued shall mature on such dates and in such amounts, shall bear such date of issuance, shall bear interest at the rate or rates per annum, and shall be issued and sold at such prices and on such other terms as shall be determined by the Mayor of the City, the City Clerk, Director of Finance/City Treasurer or the City Administrator (each, individually, the "Authorized Officer") as may be deemed in the best interests of the City by the Authorized Officer. Piper Sandler & Co., as the City's financial advisor (the "Financial Advisor"), is hereby authorized to proceed with the public sale of the Bonds on such date as may be determined by an Authorized Officer in consultation with the City's Financial Advisor. Any of the Authorized Officers are authorized to execute and deliver a written acceptance of the winning bid, together with any bond purchase agreement or other confirmation of the initial purchaser's agreement to purchase the Bonds, including final rates, maturities and pricing for the Bonds and the aggregate purchase price therefor (such acceptance, purchase agreement and/or other confirmation is sometimes hereinafter referred to as the "Designation"), provided that:

(i) the aggregate principal amount of the Bonds shall not exceed $8,500,000, provided, however, in the event the Bonds are sold at a net original issue discount such aggregate principal amount may be increased in such amount as is necessary to compensate for any such net original issue discount;

(ii) the aggregate amount of original issue premium and original issue discount (if any) may result in an aggregate net original issue discount (if any) not in excess of two percent (2.00%) of the stated principal amount of the Bonds;

(iii) the true interest cost of the Bonds shall not exceed 3.00%;

(iv) the Bonds shall bear interest at such rates per annum so that debt service payable on the Bonds provides at least a net present value savings to the City over the debt service payable on the Refunded Bonds in an amount satisfactory to the City (the execution of the Designation by an Authorized Officer shall be conclusive evidence that such net present value savings is satisfactory to the City);

(v) the initial purchaser's discount (or fee) shall not exceed the limitations set out in the Notice of Sale; and

(vi) two or more principal maturities of the Bonds may be combined and issued as "term bonds" payable through mandatory sinking fund payments and mandatory redemption amounts as determined in the Designation; provided any Bonds issued as "term bonds" shall be redeemed at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the date of redemption and may be selected for redemption by any random method of selection determined appropriate by the Registrar (as hereinafter designated) or by the Depository (as hereinafter designated), all within the limitations set out in the Notice of Sale.

The Bonds shall be issued in the denomination of $5,000 or any integral multiple thereof and shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be as directed by the initial purchasers thereof. Interest on the Bonds, at the respective rates for each maturity, shall be payable on January 15, 2021 and semiannually thereafter on July 15 and January 15 of each year (or such other date or dates as provided in the Designation, each an "Interest Payment Date"), and the Bonds shall bear such interest from the date of original issue or most recent Interest Payment Date to which interest has been paid or provided for, whichever is later, until maturity or earlier redemption. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the close of business on the fifteenth day immediately preceding the Interest Payment Date (the "Record Date"), subject to the provisions of Section 4 hereof. Payments of interest due on the Bonds prior to maturity or earlier redemption shall be made by the Paying Agent and Registrar, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 4 hereof. Payments of principal due at maturity or earlier redemption, together with any accrued interest then due, shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to said Paying Agent and Registrar at its principal corporate trust office. The City and said Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payment thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Bond or any

installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond in accordance with the terms of this Ordinance shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid. The terms of this Ordinance relating to payment and transfer of the Bonds are subject to the further provisions of Section 8 hereof while the Bonds are outstanding in book-entry form.

Section 4. BOKF, National Association, Lincoln, Nebraska, is hereby designated to serve as Paying Agent and Registrar for the Bonds. Said Paying Agent and Registrar shall serve in such capacities under the terms of an agreement entitled "Paying Agent and Registrar's Agreement" between the City and said Paying Agent and Registrar, the form of which is hereby approved. The Mayor and City Clerk are hereby authorized to execute said agreement in substantially the form presented but with such changes as they shall deem appropriate or necessary. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Bonds at its principal corporate trust office. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the principal corporate trust office of said Paying Agent and Registrar upon surrender of such bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar will register such transfer upon said registration books and deliver to the transferee registered owner or owners (or send by registered mail to the transferee owner or owners at such owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new Bond or Bonds of the same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this ordinance, one Bond may be transferred for several such bonds of the same interest rate and maturity and for a like aggregate principal amount, and several such bonds may be transferred for one or several such bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond or Bonds shall be canceled and destroyed. For every such exchange or transfer of Bonds, the City, or the Paying Agent and Registrar may make a charge sufficient to reimburse the City or the Paying Agent and Registrar (as the case may be) for any tax, fee or other governmental charge required to be paid with respect to any such exchange or transfer. All Bonds issued upon transfer of the Bonds so surrendered shall be valid obligations of the City evidencing the same obligations as the Bonds surrendered and shall be entitled to all benefits and protection of this ordinance to the same extent as the Bonds upon transfer of which they were delivered. The City and said Paying Agent and Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bonds called for redemption for a period of thirty (30) days next preceding any date fixed for redemption prior to maturity. In the event that payments of interest due on the Bonds on an interest payment date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such interest payment date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 5. The Bonds shall be subject to redemption, in whole or in part, prior to maturity at any time on or after the fifth anniversary of the date of original issue thereof (or such other date as provided in the Designation), at par plus accrued interest on the principal amount redeemed to the date fixed for redemption. The City may select the bonds to be redeemed from such optional redemption in its sole discretion but bonds shall be redeemed only in the amount of $5,000 or integral multiples thereof. Notice of redemption of any bond called for redemption shall be given at the direction of the Mayor and Council by the Paying Agent and Registrar by mail not less than thirty (30) days prior to the date fixed for redemption, first class postage prepaid, sent to the registered owner of such bond at said owner's registered address. Such notice shall designate the bond or bonds to be redeemed by number and maturity, the date of original issue, the date fixed for redemption and state that such bond or bonds are to be presented for prepayment at the office of the Paying Agent and Registrar. In case of any bond partially redeemed, such notice shall specify the portion of the principal amount of such bond to be redeemed. No defect in the mailing of notice for any bond shall affect the sufficiency of the proceedings of the Mayor and Council designating the bonds called for redemption or the effectiveness of such call for bonds for which notice by mail has been properly given and the Mayor and Council shall have the right to further direct notice of redemption for any such bond for which defective notice has been given. In the event term maturities and mandatory redemption amounts are determined in the Designation, the provisions of this Section 5 shall apply generally to term bonds subject to mandatory redemption, except notice of mandatory redemption of such term bonds shall be given by the Paying Agent and Registrar without direction of the City. Any such mandatory redemptions shall be in amounts and on terms set forth in the Designation. The Paying Agent and Registrar shall select the term bonds to be redeemed in any maturity using any random method of selection deemed appropriate.

Section 6. If any Bond is not paid upon presentation of such bond at maturity or any interest installment is not paid when due, such delinquent Bond or delinquent interest installment shall bear interest thereafter until paid at a rate equal to the rate assessed against delinquent taxes under Section 45-104.01 R.R.S. Nebraska, 2010, as now existing or as the same may be amended from time to time by the Nebraska Legislature.

Section 7. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 8. The Bonds shall be executed on behalf of the City by being signed by the Mayor and the City Clerk, both of which signatures may be facsimile signatures, and shall have the City seal impressed on each such bond. The City Clerk shall make and certify a transcript of proceedings had and done precedent to the issuance of said bonds which shall be delivered to the purchaser of said bonds. After being executed by the Mayor and City Clerk, said bonds shall be delivered to the Treasurer of the City who shall be responsible therefor under his official bond. The Paying Agent and Registrar shall register each Bond in the name of its initial registered owner

as designated by the initial purchaser. Each Bond shall be authenticated on behalf of the City by the Paying Agent and Registrar. The Bonds shall be issued initially as "book-entry only" bonds using the services of The Depository Trust Company (the "Depository"), with one typewritten bond per maturity being issued to the Depository. In such connection said officers of the City are authorized to execute and deliver a letter of representations and inducement (including any Blanket Letter previously executed and delivered) (the "Letter of Representations") in the form required by the Depository, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon issuance of the Bonds as "book-entry-only" bonds, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds such bonds as securities depository (each, a "Bond Participant") or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry from (each a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds;

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption; or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds.

The Paying Agent and Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable to or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available

Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the ultimate Beneficial Owners of the Bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such bond and all notices with respect to such bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee; or

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section and the terms of the Paying Agent and Registrar's Agreement.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed bond has been replaced in accordance with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced or upon termination by the City of book-entry-only form, the City shall immediately provide a supply of bond certificates for issuance upon subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement bond certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of bond certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such bond (including any bond certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption) such signature or such facsimile signature shall

nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such bond. The Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication.

Section 9. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF NEBRASKA

CITY OF FREMONT
COMBINED UTILITIES REVENUE REFUNDING BOND,
SERIES 2020

No. ____ $_____

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
%		_____, 2020	

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Fremont, in the State of Nebraska (the "City"), hereby acknowledges itself to owe and for value received promises to pay, but only from special sources hereinafter described, the principal amount specified above to the registered owner specified above in lawful money of the United States of America on the maturity date specified above, with interest thereon from the date of original issue specified above or most recent Interest Payment Date to which interest has been paid or provided for, whichever is later, to maturity or earlier redemption at the rate per annum specified above. Said interest shall be payable on _____, and semiannually thereafter on _____ and _____ of each year (each, an "Interest Payment Date"). Such interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. If this bond is not paid upon presentation of the bond at maturity or if any interest installment hereon is not paid when due, the bond or interest installment shall bear interest thereafter until paid at a rate equal to the rate assessed against delinquent taxes under Section 45-104.01 R.R.S. Nebraska 2010, as now existing or as the same may be amended from time to time by the Nebraska Legislature. The principal of this bond and the interest due at maturity or earlier redemption are payable upon presentation and surrender of this bond at the corporate trust office of the BOKF, National Association, the Paying Agent and Registrar, in Lincoln, Nebraska. Interest on this bond due prior to maturity (or early redemption) will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, as of the close of business on the fifteenth day immediately preceding the Interest Payment Date, to such owner's address as shown on such books and records (the "Record Date"). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

This bond is one of an issue of fully registered bonds of the total principal amount of $_____ of like tenor herewith except as to denomination, date of maturity and rate of interest issued by said City for the purpose of (i) refunding the City's Combined Utilities

Revenue Bonds, Series 2013, date of original issue August 30, 2013, in the outstanding principal amount of $_____, (ii) refunding the City's Combined Utilities Revenue Refunding Bonds, Series 2014A, date of original issue June 3, 2014, in the outstanding principal amount of $_____ and (iii) paying costs of issuance in pursuance of Sections 18-1803 to 18-1805, R.R.S. Nebraska 2012, and has been duly authorized by an ordinance legally passed, approved and published and by proceedings duly had by the Mayor and Council of said City (the "Ordinance").

The bonds of this issue shall be subject to redemption, in whole or in part, prior to maturity at any time on or after the fifth anniversary of the date of original issue thereof, at par plus accrued interest on the principal amount redeemed to the date fixed for redemption. The City may select the bonds to be redeemed from such optional redemption in its sole discretion but bonds shall be redeemed only in the amount of $5,000 or integral multiples thereto. Notice of redemption of any bond called for redemption shall be given at the direction of the Mayor and Council by the Paying Agent and Registrar by mail not less than thirty (30) days prior to the date fixed for redemption, first class postage prepaid, sent to the registered owner of such bond at said owner's registered address.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the ordinance authorizing said issue of bonds, subject to the limitations therein prescribed. The City, its Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment as provided herein and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE PAYING AGENT AND REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE PAYING AGENT AND REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREOF IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR

VALUE OR OTHERWISE BY OR TO ANY PERSONS IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

If the date for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

The net revenue and earnings of the electric plant and distribution system, water plant and distribution system, sewer plant and system and gas works and distribution system owned by the City, and all improvements and additions thereto hereafter acquired (collectively the "Combined Utilities") have been pledged and hypothecated for the payment of this bond and the other bonds of this issue, for the payment of the City's Outstanding Parity Bonds (as described in the Ordinance) and for the payment of any additional bonds of equal priority issued in accordance with the Ordinance. The bonds of this issue are a lien only upon said net revenue and earnings and are not general obligations of the City.

The Ordinance sets forth the covenants and obligations of the City with respect to the Combined Utilities and the application of the revenues to be derived therefrom, which revenues are by the terms of said Ordinance to be deposited into the "Fremont Combined Utilities Fund" and disbursed to pay the costs of operation and maintenance, make payments of principal and interest on the bonds of this issue and make other payments as specified in the Ordinance. The Ordinance designates the terms and conditions on which additional bonds of equal lien to the bonds of this issue may be issued, and the terms and conditions upon which the City may combine an additional utility or utilities with the Combined Utilities in connection with the issuance of such additional bonds. The Ordinance also designates the terms and conditions on which this bond shall cease to be entitled to any lien, benefit or security under such Ordinance and all covenants, agreements and obligations of the City under such Ordinance may be discharged and satisfied at or prior to the maturity or redemption of this bond, if monies or certain specified securities shall have been deposited with the Paying Agent and Registrar or a designated trustee. The City also reserves the right to issue bonds junior in lien to the bonds of this issue the principal and interest of which shall be payable from monies in the "Surplus Account" of the Fremont Combined Utilities Fund as described in the Ordinance.

This bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond do exist, did happen and were done in regular and due form and time as provided by law.

IN WITNESS WHEREOF, the Mayor and Council of the City of Fremont, Nebraska, have caused this bond to be executed on behalf of the City by being signed by the Mayor and Clerk of the City, both of which signatures may be facsimile signatures, and by causing the official seal of the City to be affixed hereto, all as of the date of original issue shown above.

CITY OF FREMONT, NEBRASKA

By _____(Do not sign)_____
Mayor

ATTEST:

_____(Do not sign)_____
City Clerk
(S E A L)

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds authorized by an Ordinance passed and approved by the Mayor and Council of the City of Fremont as described in said bond.

BOKF, National Association,
Lincoln, Nebraska, Paying
Agent and Registrar

By _____(Do not sign)_____
Authorized Officer

(FORM OF ASSIGNMENT)

For value received _____ hereby sells, assigns and transfers unto _____ the within bond and hereby irrevocably constitutes and appoints _____ Attorney, to transfer the same on the books of registration in the office of the within mentioned Paying Agent and Registrar with full power of substitution in the premises.

Date: _____

SIGNATURE GUARANTEED

_____

Registered Owner

By _____

_____
Authorized Officer

Note: The signature(s) of this assignment MUST CORRESPOND with the name as written on the face of the within bond in every particular without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest or other stock exchange.

Section 10. Upon execution, registration, and authentication of the Bonds, the Bonds shall be delivered to the City Treasurer who is authorized to deliver them to the purchaser thereof as determined based upon the public sale of the Bonds as described and referred to in Section 16 of this Ordinance, as initial purchaser thereof. The Bonds are hereby ordered to be sold to said purchaser for the sum provided in its winning bid, plus accrued interest, if any, to date of payment thereof. Said initial purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance and the terms of the winning bid. Such purchaser and its agents, representatives and counsel (including bond counsel and the City's Financial Advisor) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing. The net proceeds of the Bonds shall be applied by the City to refund the Refunded Bonds and to provide funds for payment of costs of issuance associated with the Bonds. Accrued interest received from the sale of the Bonds, if any, shall be applied to pay interest first falling due on the Bonds. The City Clerk shall make and certify a transcript of the proceedings of the Mayor and Council with respect to the Bonds which shall be delivered to said purchaser.

Section 11. The net revenues and earnings of the Combined Utilities are hereby pledged and hypothecated, equally and ratably, for the payment of the Outstanding Parity Bonds, the Bonds and any Additional Bonds and interest on such Outstanding Parity Bonds, Bonds and any Additional Bonds. The pledge of the net revenues and earnings of the Combined Utilities provided for in this ordinance for the Outstanding Parity Bonds and the Bonds, subject to the right of the City to issue Additional Bonds as provided in this Ordinance, is intended as a first and prior pledge of, lien on and security interest in such net revenues and earnings for the payment of principal of and interest on the Outstanding Parity Bonds and the Bonds, superior to any pledge or promise made with respect to any other indebtedness of the City as to its Combined Utilities, and is intended to be a full exercise of the powers of the City provided for in Sections 18-1803 to 18-1805 with respect to its Combined Utilities. The City hereby agrees with the holders of said Outstanding Parity Bonds, Bonds and Additional Bonds as follows:

(a) FREMONT COMBINED UTILITIES FUND - The entire gross revenues and income derived from the operation of the Combined Utilities shall be set aside as collected and deposited in a separate fund which has been previously created by Ordinance No. 3748 (and affirmed in the Outstanding Parity Ordinances and as hereby affirmed) and which is herein designated and referred to as the "Fremont Combined Utilities Fund." For purposes of allocating the monies in the Fremont Combined Utilities Fund, the City shall set up and maintain the following accounts: (1) Operation and Maintenance Account; (2) Bond Payment Account; (3) Debt Service Reserve Account; and (4) Surplus Account. Such funds shall be administered in the order and as set forth below.

(b) OPERATION AND MAINTENANCE ACCOUNT - Out of the Fremont Combined Utilities Fund, there shall first be credited monthly into the Operation and Maintenance Account such amounts as the City shall from time to time determine to be necessary to pay the reasonable and necessary expenses of operating and maintaining the Combined Utilities and the City may withdraw funds

credited to the Operation and Maintenance Account as necessary from time to time to pay such expenses. Expenses of operation and maintenance shall not include payment on any indebtedness.

(c) BOND PAYMENT ACCOUNT - Out of the Fremont Combined Utilities Fund and after making the required monthly credits to the Operation and Maintenance Account, there shall next be credited monthly on or before the tenth (10th) day of each month to the Bond Payment Account, the following amounts:

(1) Commencing on the tenth (10th) day of the month following the month in which the Bonds are issued (the "Initial Deposit Date"), and continuing on the corresponding day of each month thereafter an amount which, when combined with additional equal monthly amounts to be deposited pursuant to this subparagraph prior to the next falling Interest Payment Date, will be sufficient to provide funds to pay the installment of interest due with respect to the Bonds on such Interest Payment Date; and

(2) Commencing on the Initial Deposit Date, and continuing on the corresponding day of each month thereafter an amount which, when combined with additional equal monthly amounts to be deposited pursuant to this subparagraph prior to the next principal maturity date (or mandatory sinking fund redemption date, if applicable) with respect to the Bonds will be sufficient to provide funds to pay such maturing principal amount (or make such mandatory sinking fund redemption payment, if applicable) on such date.

The City Treasurer is hereby authorized and directed, without further authorization, to withdraw monies credited to the Bond Payment Account, or if the monies in such Account are insufficient, then from the Debt Service Reserve Account (to the extent that there are funds available with respect to any specific issue) and next from the Surplus Account, an amount sufficient to pay, when due, the principal of and interest on the Outstanding Parity Bonds and the Bonds or any Additional Bonds and to transfer such amount to the Paying Agent and Registrar for each series of bonds on or before each principal payment date and interest payment date. Upon the issuance of any Additional Bonds pursuant to this Ordinance, appropriate additional credits to the Bond Payment Account shall be provided for sufficient to pay principal and interest on said Additional Bonds.

(d) DEBT SERVICE RESERVE ACCOUNT - Within the Debt Service Reserve Account there has been and shall be established separate sub-accounts for each series of the Outstanding Parity Bonds and each series of Additional Bonds, as shall be deemed appropriate by the Mayor and Council in connection with each such issue. A subaccount for each of the Outstanding Parity Bonds shall be continued in accordance with the terms of each of such Outstanding Parity

Ordinance. There is hereby ordered established the Series 2020 Debt Service Reserve Sub-account. Upon issuance of the Bonds, there shall be deposited $850,000 into the Series 2020 Debt Service Reserve Sub-account from funds of the City held in the Debt Service Reserve Sub-account for the Refunded Bonds (or such other amount as provided in the Designation). Monies credited to the Series 2020 Debt Service Reserve Sub-account may be withdrawn, as needed, to provide funds to pay when due the principal of and interest on the Bonds, if the Bond Payment Account contains insufficient funds for such purpose, and the City Treasurer is hereby authorized and directed to make such withdrawal if and when needed. The Series 2020 Debt Service Reserve Sub-account has been established with respect to and shall be maintained for the security of the Bonds only. In the event of any withdrawal from the Series 2020 Debt Service Reserve Sub-account, but subject to allocation among other sub-accounts in the Debt Service Reserve Account as described below, there shall be credited to the Series 2020 Debt Service Reserve Sub-account in the month following such withdrawal all monies in the Fremont Combined Utilities Fund remaining after making the payments required to be made in such month to the Operation and Maintenance Account and the Bond Payment Account and each month thereafter all such remaining monies shall be credited to the Series 2020 Debt Service Reserve Sub-account until such sub-account has been restored to the required balance. In issuing any series of Additional Bonds, a separate sub-account in the Debt Service Reserve Account may be established for such series of Additional Bonds but is not required under the terms of this Ordinance. The amount (if any) to be maintained in any such sub-account shall be set at the discretion of the Mayor and City Council, and may be zero dollars ($0.00), but in no event shall the required balance for any such additional sub-account established for any series of Additional Bonds within the Debt Service Reserve Account exceed an amount equal to 1.20 times the Average Annual Debt Service Requirements for the issue of Additional Bonds for which such reserve sub-account is established. The balance in any such additional sub-account may be funded from monies on hand or from periodic deposits from revenues in the Fremont Combined Utilities Fund or from the proceeds of such Additional Bonds. Each sub-account in the Debt Service Reserve Account shall be of equal standing with each other sub-account in the Debt Service Reserve Account and available monies from the Fremont Combined Utilities Fund required to be credited to each such sub-account at any time shall be allocated on a pro rata basis between sub-accounts then requiring credits in accordance with the respective unpaid principal amounts then outstanding for each such issue for which there is a sub-account requiring credits. Each sub-account in the Debt Service Reserve Account shall constitute a separate fund held in trust by the City Treasurer for the separate benefit of the issue of bonds for which it is established. Anything in this Subsection 11(d) to the contrary notwithstanding, the amount required to be maintained in the Debt Service Reserve Account or any sub-account therein shall not at any time exceed the maximum amount permitted to be invested without yield restriction under Section 148 of the Internal Revenue Code of 1986, as amended, or any successor provision or related statutory limitation and applicable regulations of the United States Treasury Department.

(e) SURPLUS ACCOUNT - After making all necessary monthly credits to the Operation and Maintenance Account, the Bond Payment Account and the Debt Service Reserve Account, all remaining monies in the Fremont Combined Utilities Fund shall be credited to the Surplus Account. Monies in the Surplus Account may be used to make up the deficiencies in the preceding Accounts, to retire any of the Outstanding Parity Bonds, the Bonds or any Additional Bonds prior to their maturity, to pay principal of and interest on any junior lien indebtedness incurred with respect to the Combined Utilities, to provide for improvements or replacements for the Combined Utilities or to provide for any other lawful purpose of the City as directed by the Mayor and City Council. Monies credited to the Surplus Account may periodically be transferred to such other funds or accounts of the City as the Mayor and Council may direct from time to time so long as there are no deficiencies in the credits required to be made to any of the Accounts or sub-accounts described in Subsections 11(b), 11(c) or 11(d).

The provisions of this Section 11 shall require the City to maintain a set of books and records in accordance with such accounting methods and procedures as are generally applicable to municipal utility enterprises, which books and records shall show credits to and expenditures from the several Accounts and sub-accounts required by this Section. Monies credited to the Fremont Combined Utilities Fund or any of the Accounts therein as established by this Ordinance shall be deposited or invested separate and apart from other City funds. Except as specified below for the Debt Service Reserve Account, the City shall not be required to establish separate bank or investment accounts for the Accounts and sub-accounts described in Subsection 11(b), 11(c), 11(d) and 11(e). Monies credited to the Debt Service Reserve Account or any sub-account therein shall, if maintained in a demand or time deposit account, be kept in a separate account and not commingled with other Combined Utilities funds or Accounts. If invested, monies credited to the Debt Service Reserve Account may be commingled with other Combined Utilities funds or Accounts so long as the City maintains books and records clearly identifying the specific investments, or portions thereof, which belong to the Debt Service Reserve Account or any sub-account therein.

Monies in any of said Accounts except the Debt Service Reserve Account may be invested in Permitted Investments which are eligible for investment of other City funds. Monies in the Debt Service Reserve Account may be invested in Permitted Investments consisting of Deposit Securities, in obligations of any agency of the United States government, or in savings accounts or other interest bearing accounts in banks which are members of the Federal Deposit Insurance Corporation, except that whenever the amount so deposited exceeds the amount of the F.D.I.C. insurance available thereon, the excess shall be secured in the manner required by Section 16-715 R.R.S. Nebraska 2012. Investments made from or attributable, in whole or in part, to the Debt Service Reserve Account including any sub-account therein shall mature or be redeemable at the option of the holder, without penalty, in not more than ten years. Income from or profit realized from investment for any Account or sub-account shall be credited to such Account or sub-account until such Account or sub-account contains any amount then required to be therein, and thereafter such income or profit shall be transferred to the Fremont Combined Utilities Fund and treated as other revenues from the operation of the Combined Utilities.

Section 12. So long as any of the Bonds and any Additional Bonds issued pursuant to this Ordinance shall remain outstanding and unpaid, the City covenants and agrees to establish, revise, from time to time as necessary, and collect such rates, charges and rentals for the service furnished from the Combined Utilities adequate to produce revenues and earnings sufficient at all times:

(a) To provide funds to pay, when due, the principal of and interest on the Outstanding Parity Bonds, the Bonds and any Additional Bonds issued pursuant to this Ordinance.

(b) To pay all proper and necessary costs of operation and maintenance of the Combined Utilities and to pay for the necessary and proper repairs, replacements, enlargements, extensions and improvements to the Combined Utilities.

(c) To provide funds sufficient to make the credits into the Accounts and sub-accounts and at the times and in the amounts required by the Ordinance and the Outstanding Parity Ordinances.

(d) To maintain Net Revenues in each fiscal year adopted by the City for the Combined Utilities in an amount not less than 1.20 times the total amount of principal paid or payable (exclusive of any principal redeemed prior to maturity other than principal redeemed pursuant to a schedule of mandatory redemptions) and interest falling due during such fiscal year on the Outstanding Parity Bonds, the Bonds and any Additional Bonds.

Section 13. To provide funds for any purpose related to the Combined Utilities, the City may issue Additional Bonds (other than Additional Bonds issued for refunding purposes which are governed by Section 14 of this Ordinance) payable from the revenues of the Combined Utilities having equal priority and on a parity with the Outstanding Parity Bonds, the Bonds and any Additional Bonds then outstanding, only upon compliance with the following conditions:

(a) Such Additional Bonds shall be issued only pursuant to an ordinance which shall provide for an increase in the monthly credits into the Bond Payment Account in amounts sufficient to pay, when due, the principal of and interest on the Outstanding Parity Bonds, the Bonds and any Additional Bonds then outstanding and the proposed Additional Bonds.

(b) The City shall have complied with one or the other of the two following requirements:

(1) The Net Revenues derived by the City from its Combined Utilities for the fiscal year next preceding the issuance of the Additional Bonds shall have been at least equal to 1.25 times the Average Annual Debt Service Requirements of the Outstanding

Parity Bonds, the Bonds and any Additional Bonds, all as then outstanding, and of the proposed Additional Bonds; or, if a report from a certified public accountant for the fiscal year next proceeding the year in which the proposed Additional Bonds are to be issued is not yet available, then the most recent report available may be accepted so long as the City Treasurer or Superintendent of Utilities or City Administrator certifies that there are no known changes in results of operations for the then most recently completed fiscal year which would materially reduce the Net Revenues of the Combined Utilities below the level required to provide such coverage of 1.25 times; or

(2) The City shall have received a projection made by a consulting engineer or firm of consulting engineers, recognized as having experience and expertise in municipal utility systems, projecting that the Net Revenues of the Combined Utilities in each of the three (3) full fiscal years after the issuance of such Additional Bonds will be at least equal to 1.25 times the Average Annual Debt Service Requirements of the Outstanding Parity Bonds, the Bonds and any Additional Bonds, all as then outstanding, and of the proposed Additional Bonds. In making such projection, the consulting engineer shall use as a basis the Net Revenues of the Combined Utilities during the last fiscal year for which an independent audit has been prepared and shall adjust such Net Revenues as follows: (A) to reflect changes in rates which have gone into effect since the beginning of the fiscal year for which the audit was made, (B) to reflect such engineer's estimate of the net increase over or net decrease under the Net Revenues of the Combined Utilities for the fiscal year for which the audit was made by reason of: (i) changes of amounts payable under existing contracts for services; (ii) additional general income from sales to customers under existing rate schedules for various classes of customers or as such schedules may be revised under a program of changes which has been adopted by the Mayor and Council of the City; (iii) projected revisions in costs for labor, wages, salaries, machinery, equipment, supplies, purchased power or gas and other operational items; (iv) revisions in the amount of service to be supplied and any related administrative or other costs associated with such increases due to increased supply from the acquisition of any new facility; and (v) such other factors affecting the projections of revenues and expenses as the consulting engineer deems reasonable and proper. Annual debt service on any proposed Additional Bonds to be issued may be estimated by the consulting engineer in projecting Average Annual Debt Service Requirements, but no Additional Bonds shall be issued requiring any annual debt

service payment in excess of the amount so estimated by the consulting engineer.

If the City shall find it desirable it shall also have the right when issuing Additional Bonds to combine with its Combined Utilities any other utilities of the City authorized to be combined under Section 18-1803 through 18-1805 R.R.S. Nebraska 2012, and to cause all of the revenues of such combined utilities systems to be paid into the Fremont Combined Utilities Fund, and to provide that all of the Outstanding Parity Bonds, the Bonds and any Additional Bonds previously issued, all as then outstanding, and the proposed issue of Additional Bonds shall be payable from the revenues of such combined utilities and shall stand on a parity and in equality as to security and payment, provided, however, no utility shall be combined with the Combined Utilities as contemplated in this paragraph unless the City is current with all the payments required to be made into the accounts described in Section 11 and the Net Revenues of such combined utilities systems shall satisfy one or the other of the requirements for Additional Bonds provided in subsection (b) in the paragraph immediately above. For purposes of meeting such requirements, the definition of Net Revenues shall be altered to include the gross revenues of the additional utility or utilities and take into consideration the ordinary expenses of operating and maintaining the additional utility or utilities and for such purposes any engineer furnishing projections may take into consideration the factors described in (B)(i), (ii), (iii), (iv) and (v) of (b)(2) above with respect to such additional utility or utilities. Net Revenues of the additional utility or utilities shall be based upon the report or reports of independent certified public accountants in the same manner as is required under (b)(1) or (b)(2) above. In the event of any such combining of any other utility or utilities with the Combined Utilities, the term "Combined Utilities" as used in this Ordinance shall be automatically deemed to include the Electric System, the Water System, the Sewer System, the Gas System and the other utility or utilities combined with them for such purpose of issuing Additional Bonds.

The City hereby covenants and agrees that so long as any of the Outstanding Parity Bonds, the Bonds and any Additional Bonds are outstanding, it will not issue any bonds or notes or incur any other indebtedness payable from the revenues of the Combined Utilities except in accordance with the provisions of this Ordinance, provided, however, the City reserves the right to issue bonds or notes which are junior in lien to the Outstanding Parity Bonds, the Bonds and any such Additional Bonds with the principal and interest of such bonds or notes to be payable from monies credited to the Surplus Account as provided in Subsection 11(e).

Section 14. The City may issue refunding bonds, which shall qualify as Additional Bonds of equal lien to refund any of the Outstanding Parity Bonds, the Bonds or Additional Bonds then outstanding, provided, that, if any such Outstanding Parity Bonds, Bonds or Additional Bonds are to remain outstanding after the issuance of such refunding bonds, the principal payments due in any calendar year in which those bonds which are to remain outstanding mature, shall not be increased over the amount of such principal payments which would have been due in such calendar years immediately prior to such refunding. Refunding bonds issued in accordance with this paragraph of this Section 14 may be issued as Additional Bonds of equal lien without compliance with the conditions set forth in Subsection 13(b) of this Ordinance.

The City may also issue refunding bonds which shall qualify as Additional Bonds of equal lien to refund any Outstanding Parity Bonds, Bonds or Additional Bonds then outstanding,

provided, that, if any Outstanding Parity Bonds, Bonds or Additional Bonds then outstanding are to remain outstanding after the application of the proceeds of the refunding bonds to the payment of the bonds which are to be refunded, such issuance must comply with the Net Revenues test set forth in Subsection 13(b)(1) of this Ordinance and, if the proceeds of such refunding bonds are not to be applied immediately to the satisfaction of the bonds which are to be refunded, then such refunding bonds must provide by their terms that they shall be junior in lien to all Outstanding Parity Bonds, Bonds and any Additional Bonds outstanding at the time of issuance of such refunding bonds until the time of application of their proceeds to the satisfaction of the bonds which are to be refunded. In computing Average Annual Debt Service Requirements to show compliance with said Net Revenues test for such refunding bonds, all payments of principal and interest due on such refunding bonds from the time of their issuance to the time of application of the proceeds of such refunding bonds to the satisfaction of the bonds which are to be refunded shall be excluded from such computation to the extent that such principal and interest are payable from sources other than the revenues of the Combined Utilities, such as bond proceeds and investment earnings on bond proceeds while held in escrow, or from monies in the Surplus Account and all payments of principal and interest due on the bonds which are to be refunded from and after the time of such application shall also be excluded. For purposes of this paragraph of this Section 14, the time of application of the proceeds of the refunding bonds to the satisfaction of the bonds which are to be refunded shall be the time of deposit with the Paying Agent and Registrar for such bonds which are to be refunded pursuant to Section 10-126 R.R.S. Nebraska 2012 (or any successor statutory provision thereto) or the time when such bonds which are to be refunded under the terms of their authorizing ordinance or ordinances are no longer deemed to be outstanding, whichever occurs sooner.

Section 15. So long as any Bonds or Additional Bonds are outstanding, the City hereby covenants and agrees as follows:

(a) The City will continue to own and maintain the Combined Utilities in good condition and will continuously operate the same in a reasonable and efficient manner, and the City will punctually perform all the duties with reference to said utilities required by the Constitution and statutes of the State of Nebraska, but this covenant shall not prevent the City from discontinuing the use and operation of all or any portion of the Combined Utilities as long as the revenues derived from the City's ownership of the properties constituting the Combined Utilities shall be sufficient to fulfill the City's obligations under Sections 11 and 12 of this Ordinance and Sections 11 and 12 of the other Outstanding Parity Ordinances or to dispose of property no longer deemed necessary or useable in connection with the operation of the Combined Utilities as determined by the Mayor and Council.

(b) The City will not grant any franchise or right to any person, firm or corporation to own or operate any utility system or systems in competition with the Combined Utilities.

(c) The City will maintain insurance on the property constituting the Combined Utilities (other than such portions of said Combined Utilities as are not

customarily insured) against risks customarily carried by similar utilities, but including fire and extended coverage insurance in an amount which would enable the City to repair, restore or replace the property damaged to the extent necessary to make the Combined Utilities operable in an efficient and proper manner to carry out the City's obligations under this Ordinance. The Mayor and Council shall annually, within six (6) months after the end of each fiscal year adopted by the City for the Combined Utilities, examine the amount of insurance carried with respect to the Combined Utilities and shall evidence approval of such insurance by resolution. The proceeds of any such insurance received by the City shall be used to repair, replace or restore the property damaged or destroyed to the extent necessary to make the Combined Utilities operable in an efficient and proper manner, and any amount of insurance proceeds not so used shall be credited to the Surplus Account. In the event of any such insured casualty loss, the City may advance funds to make temporary repairs or provide for an advance on costs of the permanent repair, restoration or replacement from the Operation and Maintenance Account and any such advances shall be repaid from insurance proceeds received.

(d) The City will keep proper books, records and accounts separate from all other records and accounts in which complete and correct entries will be made of all transactions relating to the Combined Utilities. The City will have its operating and financial statements relating to the Combined Utilities audited annually by a certified public accountant or firm of certified public accountants. So long as the Outstanding Parity Bonds are outstanding, the City will furnish to the original purchasers of the Bonds and to the original purchaser or purchasers of each series of Additional Bonds issued hereunder, within four (4) months after the end of each fiscal year of the Combined Utilities, a copy of the financial statements of the Combined Utilities and the report thereon of the certified public accountants. Once the Outstanding Parity Bonds are no longer outstanding the City will furnish to the original purchasers of any Additional Bonds, within nine (9) months after the end of each fiscal year of the Combined Utilities, a copy of the financial statements of the Combined Utilities and the report thereon of the certified public accountants.

(e) The City shall cause each person handling any of the monies in the Fremont Combined Utilities Fund to be bonded by an insurance company licensed to do business in Nebraska in an amount or amounts deemed sufficient by the Mayor and Council to cover the amount of money belonging to the Combined Utilities reasonably expected to be in the possession or control of any such person. The amount of such bond or bonds shall be fixed by the Mayor and Council and the costs thereof shall be paid as an operating and maintenance expense from the Operation and Maintenance Account.

Section 16. The preparation, use and distribution of a Notice of Sale, a Preliminary Official Statement or other offering materials, in the form presented herewith (but with such changes, modifications, completions and otherwise in such form and content as the Authorized Officers shall, in the exercise of their independent judgment and discretion, determine to be necessary or appropriate in order to effectuate the issuance and sale of the Bonds), are hereby authorized and approved. Each

Authorized Officer is hereby authorized to deem any such offering materials to be final for purposes of the Rule 15c2-12. The interest to be born and the terms of sale of the Bonds and final maturity schedule (including mandatory redemptions of term bonds) shall be finally determined based upon the receipt of bids from prospective purchasers at a public sale of the Bonds. The Authorized Officers are hereby authorized to do all things and execute all such documents as may by them be deemed necessary and proper to complete the issuance and sale of the Bonds as contemplated by this Ordinance. The Authorized Officers are hereby authorized to make award of the Bonds to the bidder determined to have made that bid at public sale which is determined by such officer to be in the best interests of the City. Acceptance of such winning bid is hereby fully and duly authorized by the Mayor and Council and shall be binding upon the City.

Section 17. The City's obligations under this Ordinance and the liens, pledges, covenants and agreements of the City herein made or provided for, shall be fully discharged and satisfied as to the Bonds or any Additional Bonds issued pursuant to this Ordinance and any such bonds shall no longer be deemed outstanding hereunder if such bonds shall be been purchased and canceled by the City, or when payment of the principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with the terms thereof; or (b) shall have been provided for by depositing with the Paying Agent and Registrar therefor, or with a national or state bank having trust powers or trust company, in trust solely for such payment (1) sufficient money to make such payment and/or (2) Deposit Securities in such amount and bearing interest at such rates and payable at such time or times and maturing or redeemable at stated fixed prices at the option of the holder as to principal at such time or times as will ensure the availability of sufficient money to make such payment; provided, however, that with respect to any bond to be paid prior to maturity, the City shall have duly given notice of redemption of such bond as required by this Ordinance or given irrevocable instructions for the giving of such notice. Any such money so deposited with such Paying Agent and Registrar or bank or trust company in excess of the amount required to pay principal of and interest on the bonds for which such monies were deposited, shall be paid over to the City as and when collected. For purposes of this Section 17, any Deposit Securities shall be non-callable or callable only at the option of the holder.

Section 18. The terms and provisions of this Ordinance do and shall constitute a contract between the City and the holder or holders of the Bonds and no changes, variations or alterations of any kind, except for changes necessary to cure any ambiguity, formal defect or omission, shall be made to this Ordinance without the written consent of the holders of two-thirds (2/3rds) in principal amount of the Bonds then outstanding, provided, however, that neither the principal and interest to be paid upon any bond or the maturity date of any bond shall be changed without the written consent of all holders of the Bonds then outstanding affected thereby. The holder of any Bond or Bonds may, either in law or in equity, by suit, action, mandamus or other proceeding, enforce or compel performance of any and all of the acts and duties required by this Ordinance, and any court of competent jurisdiction may, after any default in payment of bonds or in compliance with any of the covenants herein contained and on application of any such holder, appoint a receiver to take charge of the Combined Utilities and operate the same and apply the earnings thereof to the payment of the principal of and interest on the outstanding bonds issued pursuant to this Ordinance and the Outstanding Parity Bonds in accordance with the provisions of this Ordinance and the Outstanding Parity Ordinances.

Section 19. In accordance with the requirements of Rule 15c2-12, as amended (the "Rule") promulgated by the Securities and Exchange Commission, the City, being the only "obligated person" with respect to the Bonds, agrees that it will provide the following continuing disclosure information to the Municipal Securities Rulemaking Board (the "MSRB") in an electronic format as prescribed by the MSRB:

(a) not later than seven (7) months after the end of each fiscal year of the City (the "Delivery Date"), commencing with the City's fiscal year ending September 30, 2020, financial information or operating data for the City generally consisting of the information set forth in the "Management's Discussion and Analysis" section of the City's annual financial statements ("Annual Financial Information");

(b) when and if available, audited financial statements for the City, which audited financial information shall be prepared on the basis of generally accepted accounting principles; and

(c) in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Bonds:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) modifications to rights of the holders of the Bonds, if material;

(8) bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar events of the City (this event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City);

(13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) incurrence of a financial obligation, if material, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a financial obligation, any of which affect security holders, if material; or

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation, any of which reflect financial difficulties.

(d) in a timely manner, notice of any failure on the part of the City to provide Annual Financial Information and the audited financial statements not later than the Delivery Date.

The City has not undertaken to provide notice of the occurrence of any other event, except the events listed above.

The City agrees that all documents provided to the MSRB under the terms of this continuing disclosure undertaking shall be provided for filing in such format and accompanied by such identifying information as shall be prescribed by the MSRB. The City reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information or the accounting methods in accordance with which such information is presented, to the extent necessary or appropriate in the judgment of the City, consistent with the Rule. The City agrees that such covenants are for the benefit of the registered owners of the Bonds

(including Beneficial Owners) and that such covenants may be enforced by any registered owner or Beneficial Owner, provided that any such right to enforcement shall be limited to specific enforcement of such undertaking and any failure shall not constitute an event of default under the Ordinance. The continuing disclosure obligations of the City, as described above, shall cease when none of the Bonds remain outstanding.

Section 20. The Mayor and City Clerk of the City are each hereby authorized to do all things and execute all such documents as may by them be deemed necessary and proper to complete the issuance and sale of the Bonds as contemplated by this ordinance.

Section 21. The City hereby covenants to the purchasers and holders of the Bonds that it will make no use of the proceeds of said bond issue, including monies held in any sinking fund for the payment of said bonds, which would cause said bonds to be arbitrage bonds within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and further covenants to comply with said Sections 103 and 148 and all applicable regulations thereunder throughout the term of said bond issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax-exempt status of interest payable on the Bonds with respect to taxpayers generally but not including insurance companies or corporations subject to the additional alternative minimum tax. The City further agrees that it will not take any actions which would cause the Bonds to constitute "private activity bonds" within the meaning of Section 141 of the Code. As and to the extent not determined to be "deemed designated" under Section 265(b)(3)(D) of the Code, the City hereby designates the Bonds as its "qualified tax-exempt obligations" under Section 265 (b)(3)(B)(i)(III) of the Internal Revenue Code of 1986, as amended, and covenants and warrants that it does not reasonably anticipate issuance of tax-exempt bonds or other tax-exempt obligations aggregating in principal amount more than $10,000,000 during the calendar year that the Bonds are issued, taking into consideration statutory exceptions relating to refunding issues. The City agrees to take all further actions, if any, necessary to qualify the Bonds herein authorized as such "qualified tax-exempt obligations," as and to the extent permitted by law.

Section 22. In order to promote compliance with certain federal tax and securities laws relating to the notes herein authorized (as well as other outstanding bonds and notes) the policy and procedures attached hereto as Exhibit "A" (the "Post-Issuance Compliance Policy and Procedures") are hereby adopted and approved in all respects. To the extent that there is any inconsistency between the attached Post-Issuance Compliance Policy and Procedures and any similar policy or procedures previously adopted and approved, the Post-Issuance Compliance Policy and Procedures shall control.

Section 23. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 24. This Ordinance shall be in force and take effect from and after its passage and approval according to law. This Ordinance shall be published in pamphlet form.

PASSED AND APPROVED this 14th day of July, 2020.

By _____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

I, the undersigned, City Clerk for the City of Fremont, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on July 14th, 2020; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held, and its location was announced at the beginning of the meeting.

_____

City Clerk

(SEAL)

EXHIBIT “A”
POLICY AND PROCEDURES

[SEE ATTACHED]

Policy and Procedures
Federal Tax Law and Disclosure Requirements for
Tax-exempt Bonds and/or Tax Advantaged Bonds

ISSUER NAME: The City of Fremont, Nebraska

COMPLIANCE OFFICER (BY TITLE):Finance Director/Treasurer

POLICY

It is the policy of the Issuer identified above (the "Issuer") to comply with all Federal tax requirements and securities law continuing disclosure obligations for its obligations issued as tax-exempt bonds (or as tax credit, direct pay subsidy or other tax-advantaged bonds, as applicable) to ensure, as applicable (a) that interest on its tax-exempt bonds remains exempt from Federal income tax, (b) that the direct payments or tax credits associated with its bonds issued as tax advantaged bonds are received in a timely manner and (c) compliance with any continuing disclosure obligations of the Issuer with respect to its outstanding bonds.

PROCEDURES

Compliance Officer. Review of compliance with Federal tax requirements and securities law continuing disclosure obligations as generally outlined below shall be conducted by the Compliance Officer identified above (the "Compliance Officer"). To the extent more than one person has been delegated specific responsibilities, the Compliance Officer shall be responsible for ensuring coordination of all compliance review efforts.

Training. The Compliance Officer shall evaluate and review educational resources regarding post-issuance compliance with Federal tax and securities laws, including periodic review of resources published for issuers of tax-exempt obligations by the Internal Revenue Service (either on its website at http://www.irs.gov/taxexemptbond, or elsewhere) and the Municipal Securities Rulemaking Board (either on its Electronic Municipal Market Access website ["EMMA"] at http://www.emma.msrb.org, or elsewhere).

Compliance Review. A compliance review shall be conducted at least annually by or at the direction of the Compliance Officer. The review shall occur at the time the Issuer's annual audit takes place, unless the Compliance Officer otherwise specifically determines a different time period or frequency of review would be more appropriate.

Scope of Review.

Document Review. At the compliance review, the following documents (the "Bond Documents") shall be reviewed for general compliance with covenants and agreements and applicable regulations with respect to each outstanding bond issue:

(a) the resolution(s) and/or ordinance(s), as applicable, adopted by the governing body of the Issuer authorizing the issuance of its outstanding bonds, together with any documents setting the final rates and terms of such bonds (the "Authorizing Proceedings"),

(b) the tax documentation associated with each bond issue, which may include some or all of the following (the "Tax Documents"):

(i) covenants, certifications and expectations regarding Federal tax requirements which are described in the Authorizing Proceedings;

(ii) Form 8038 series filed with the Internal Revenue Service;

(iii) tax certificates, tax compliance agreements, tax regulatory agreement or similar documents;

(iv) covenants, agreements, instructions or memoranda with respect to rebate or private use;

(v) any reports from rebate analysts received as a result of prior compliance review or evaluation efforts; and

(vi) any and all other agreements, certificates and documents contained in the transcript associated with the Authorizing Proceedings relating to federal tax matters.

(c) the Issuer's continuing disclosure obligations, if any, contained in the Authorizing Proceedings or in a separate agreement (the "Continuing Disclosure Obligations"), and

(d) any communications or other materials received by the Issuer or its counsel, from bond counsel, the underwriter or placement agent or its counsel, the IRS, or any other material correspondence relating to the tax-exempt status of the Issuer's bonds or relating to the Issuer's Continuing Disclosure Obligations.

Use and Timely Expenditure of Bond Proceeds. Expenditure of bond proceeds shall be reviewed by the Compliance Officer to ensure (a) such proceeds are spent for the purpose stated in the Authorizing Proceedings and as described in the Tax Documents and (b) that the proceeds, together with investment earnings on such proceeds, are spent within the timeframes described in the Tax Documents, and (c) that any mandatory redemptions from excess bond proceeds are timely made if required under the Authorizing Proceedings and Tax Documents.

Arbitrage Yield Restrictions and Rebate Matters. The Tax Documents shall be reviewed by the Compliance Officer to ensure compliance with any applicable yield restriction requirements under Section 148(a) of the Internal Revenue Code (the "Code") and timely calculation and payment of any rebate and the filing of any associated returns pursuant to Section 148(f) of the Code. A qualified rebate analyst shall be engaged as appropriate or as may be required under the Tax Documents.

Use of Bond Financed Property. Expectations and covenants contained in the Bond Documents regarding private use shall be reviewed by the Compliance Officer to ensure compliance. Bond-

financed properties shall be clearly identified (by mapping or other reasonable means). Prior to execution, the Compliance Officer (and bond counsel, if deemed appropriate by the Compliance Officer) shall review (a) all proposed leases, contracts related to operation or management of bond-financed property, sponsored research agreements, take-or-pay contracts or other agreements or arrangements or proposed uses which have the potential to give any entity any special legal entitlement to the bond-financed property, (b) all proposed agreements which would result in disposal of any bond-financed property, and (c) all proposed uses of bond-financed property which were not anticipated at the time the bonds were issued. Such actions could be prohibited by the Authorizing Proceedings, the Tax Documents or Federal tax law.

Continuing Disclosure. Compliance with the Continuing Disclosure Obligations with respect to each bond issue shall be evaluated (a) to ensure timely compliance with any annual disclosure requirement, and (b) to ensure that any material events have been properly disclosed as required by the Continuing Disclosure Obligation.

Record Keeping. If not otherwise specified in the Bond Documents, all records related to each bond issue shall be kept for the life of the indebtedness associated with such bond issue (including all tax-exempt refundings) plus six (6) years.

Incorporation of Tax Documents. The requirements, agreements and procedures set forth in the Tax Documents, now or hereafter in existence, are hereby incorporated into these procedures by this reference and are adopted as procedures of the Issuer with respect to the series of bonds to which such Tax Documents relate.

Consultation Regarding Questions or Concerns. Any questions or concerns which arise as a result of any review by the Compliance Officer shall be raised by the Compliance Officer with the Issuer's counsel or with bond counsel to determine whether non-compliance exists and what measures should be taken with respect to any non-compliance.

VCAP and Remedial Actions. The Issuer is aware of (a) the Voluntary Closing Agreement Program (known as "VCAP") operated by the Internal Revenue Service which allows issuers under certain circumstances to voluntarily enter into a closing agreement in the event of certain non-compliance with Federal tax requirements and (b) the remedial actions available to issuers of certain bonds under Section 1.141-12 of the Income Tax Regulations for private use of bondfinanced property which was not expected at the time the bonds were issued.

NOTICE OF PUBLICATION

OF ORDINANCE NO. _____

IN PAMPHLET FORM

Public Notice is hereby given that at a meeting of the Mayor and City Council of the City of Fremont, Nebraska, held at ___:____ __.m. on July 14th, 2020, there was passed and adopted Ordinance No. _____ entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF COMBINED UTILITIES REVENUE REFUNDING BONDS, SERIES 2020, OF THE CITY OF FREMONT, NEBRASKA, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS ($8,500,000) FOR THE PURPOSE OF PAYING CERTAIN OUTSTANDING BONDS OF THE CITY; DIRECTING THE APPLICATION OF THE PROCEEDS OF SAID BONDS; PRESCRIBING THE FORM, TERMS AND DETAILS OF SAID BONDS; PLEDGING AND HYPOTHECATING THE REVENUE AND EARNINGS OF THE COMBINED ELECTRIC SYSTEM, WATER SYSTEM, SEWER SYSTEM AND GAS SYSTEM OF SAID CITY FOR THE PAYMENT OF SAID BONDS AND THE INTEREST THEREON; PROVIDING FOR THE COLLECTION, SEGREGATION AND APPLICATION OF THE REVENUES OF SAID SYSTEMS; PROVIDING FOR THE SALE OF THE BONDS; APPOINTING A PAYING AGENT; AUTHORIZING THE MAYOR OR A DESIGNEE TO AWARD THE SALE OF THE BONDS TO THE BIDDER PROVIDING THE MOST FAVORABLE BID TO CITY AT PUBLIC SALE; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; APPROVING POST-ISSUANCE COMPLIANCE PROCEDURES; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

Said Ordinance was published in pamphlet form on _____ ___, 2020. Copies of said Ordinance as published in pamphlet form are available for inspection and distribution at the Office of the City Clerk, in the City of Fremont, Nebraska.

_____
City Clerk

Publish:
_____, 2020

CERTIFICATE AS TO PUBLICATION IN PAMPHLET FORM

The undersigned City Clerk for the City of Fremont, Nebraska, hereby certifies that Ordinance No. _____ as passed and approved by the Mayor and Council of the City of Fremont, Nebraska, at their meeting held on July 14th, 2020, was published in pamphlet form on _____ ___, 2020 (within 15 days of passage) and that a true and correct copy of such Ordinance as so passed and published is attached hereto.

Dated this ___ day of _____, 2020.

_____
City Clerk

(SEAL)

ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF MEETING

The undersigned Mayor and Members of the City Council of the City of Fremont, Nebraska, hereby acknowledge receipt of advance notice of a meeting of the City Council of the City of Fremont, Nebraska, and the agenda for such meeting held at _____o'clock P.M., on, July 14th, 2020, at _____.

Mayor _____

Councilmember _____

Councilmember _____

Councilmember _____

Councilmember _____

Councilmember _____

Councilmember _____

Councilmember _____

Councilmember _____

I hereby certify that _____ was/were absent from the meeting but that, to my personal knowledge, he/she/they received advance notice of the meeting.

_____
City Clerk

DOCS/2487871.2

PRESENTATION DRAFT

THE CITY OF FREMONT,
IN THE STATE OF NEBRASKA

OFFICIAL NOTICE OF SALE
DATED _____, 2020

FOR

$_____*
COMBINED UTILITIES REVENUE REFUNDING BONDS
SERIES 2020

The Combined Utilities Revenue Refunding Bonds, Series 2020 (the **"Bonds"**) of the City of Fremont, in the State of Nebraska (the "**City**") are being offered for sale in accordance with this Official Notice of Sale. Bids for the purchase of the Bonds will be received on behalf of the City on the _____ website (**"_____"**) at website address _____ on **_____, 2020** between _____, Central Time, or such other date and time as may be established by the Mayor or such designee and communicated by Thomson Municipal Market Monitor (TM3) or on _____ not less than 20 hours prior to the time bids are to be received. To bid, bidders must have (a) completed the registration form on the _____ website, and (b) requested and received admission to the City's auction as described herein. See "Registration and Admission to Bid". The use of the _____ shall be at the bidder's risk and expense, and the City shall have no liability with respect thereto.

ALL BONDS IN BOOK-ENTRY-ONLY FORM

* Estimated, subject to change. Amounts may be increased or decreased after submission of bids as described under "ADJUSTMENT OF PRINCIPAL AMOUNTS."

OFFICIAL NOTICE OF SALE

THE CITY OF FREMONT,
IN THE STATE OF NEBRASKA

$_____*
COMBINED UTILITIES REVENUE REFUNDING BONDS SERIES 2020

Notice is hereby given that all-or-none bids will be received by the City of Fremont, in the State of Nebraska (the "**City**") for the purchase of $_____* aggregate stated principal amount of the City's Combined Utilities Revenue Refunding Bonds, Series 2020 (the "**Bonds**") only on the MuniAuction website ("MuniAuction") at website address www.muniauction.com between _____. Central Time on _____, or on such other date and time as may be established by the Mayor or its designee. The principal maturities of the Bonds, or any other provisions of this Official Notice of Sale may be amended by the City and communicated by Thomson Municipal Market Monitor or through MuniAuction not less than 20 hours prior to the time the bids are to be received. To bid, bidders must have (a) completed the registration form on the MuniAuction website, and (b) requested and received admission to the City's auction as described under the heading "Registration and Admission to Bid" below. Use of the MuniAuction shall be at the bidder's risk and expense, and the City shall have no liability with respect thereto. All capitalized terms used herein which are not otherwise defined shall have the respective meanings set forth in the Preliminary Official Statement hereinafter identified. ALL BONDS IN BOOK-ENTRY-ONLY FORM. See "Book-Entry System".

Authority and Purpose

The Bonds are being issued pursuant to the Constitution and laws of the State of Nebraska, specifically Section 18-1803 to 18-1805, R.R.S. Neb 2012, as amended, and Ordinance No. _____ of the City passed and approved on _____, 2020 (the "**Ordinance**"). The proceeds of the Bonds are being used to fund the costs of improvements to the City's electric power plant and distribution system (the "**Electric System**"), the City's water plant and distribution system ("**Water System**"), the City's sewer plant and system (the "**Sewer System**") and the City's gas plant and distribution system (the "**Gas System**"), including all additions and improvements thereto, hereinafter collectively referred to as the "**Combined Utilities**".

Security

The net revenues and earnings of the Combined Utilities are pledged and hypothecated, equally and ratably, for the payment of the Outstanding Parity Bonds, the Bonds and any Additional Bonds. In the Ordinance, the City has covenanted to establish and maintain rates and charges for services provided by the Combined Utilities sufficient to pay: 1) to pay all costs of operation and maintenance of the Combined Utilities, 2) principal and interest on the Outstanding Parity Bonds, the Bonds and any Additional Bonds as the same fall due, 3) to provide for deposits to the various accounts and sub-accounts established under the ordinances authorizing the issuance of the Outstanding Parity Bonds and the Ordinance, and 4) to maintain Net Revenues for each year (as defined in the Ordinance) at least equal to 120% of the debt service due on the Outstanding Parity Bonds, Bonds and any Additional Bonds in such fiscal year. The security on the Bonds is more fully described in the Preliminary Official Statement posted on MuniAuction.

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* Estimated, subject to change. Amounts may be increased or decreased after submission of bids as described under "ADJUSTMENT OF PRINCIPAL AMOUNTS."

Interest Rates

Bidders shall specify rates of interest on the basis of a 360-day year consisting of twelve (12) thirty (30) day months, expressed in multiples of 1/8 or 1/20 of 1% per annum, with the same single interest rate for any one maturity. The use of split or supplemental interest coupons will not be considered and a zero rate or blank rate will not be permitted. All Bonds maturing on the same date shall bear the same rate of interest.

Form, Maturities and Payment

The Bonds shall be issued in fully registered form in the denominations of $5,000 each or integral multiples thereof; shall be dated the date of delivery thereof (the "**Dated Date**," currently anticipated to be _____); will bear interest from their Dated Date, payable on _____ and _____ of each year, commencing _____, and shall mature on _____ in the years as set forth below in the approximate stated principal amounts set forth below:

Date of Maturity	Principal Amount*

*Amounts may be increased or decreased after submission of bids as described under "Adjustment of Principal Amounts."

Bonds of any maturities may be designated as term bonds; provided, however that no more than two (2) term bond maturities may be specified in any bid. See "Term Bonds" below.

Book-Entry System; FAST

The Bonds will be initially registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York ("**DTC**") under DTC's Book-Entry

system of registration. Purchasers of interests in the Bonds (the "**Beneficial Owners**") will not receive physical delivery of bond certificates and ownership by the Beneficial Owners of the Bonds will be evidenced by book-entry notations only. See THE BONDS-Global Book-Entry Bonds in the Preliminary Official Statement with respect to the Bonds posted on MuniAuction (the "**Preliminary Official Statement**"). As long as Cede & Co. is the registered owner of the Bonds as nominee of DTC, payments of principal and interest will be made directly to DTC which will in turn remit such payments to the DTC participants for subsequent disbursement to the Beneficial Owners. The Bonds may be held by the paying agent under DTC's "FAST" procedures.

Adjustment of Principal Amounts

Following receipt of bids the City may increase or decrease the amount of Bonds maturing in each year by no more than fifteen percent (15%) so long as the net proceeds to be received by the City does not exceed $_____. In the event of such adjustment, no rebidding or recalculation of the bids for the Bonds will be permitted or required. The purchase price of the Bonds will be computed by taking the adjusted par amount of the Bonds and either subtracting the aggregate original issue discount or adding the aggregate original issue premium, as applicable, computed on the adjusted par amounts of each maturity of the Bonds and the interest rates provided by the underwriters. The Bonds of each maturity, as adjusted, will bear interest at the same rate and must have the same initial reoffering yields as specified for that maturity immediately after award of the Bonds by the successful bidder for the Bonds. However, the award will be made to the bidder whose bid produces the lowest true interest cost, calculated as specified below, solely on the basis of the Bonds offered, without taking into account any adjustment in the amount of Bonds pursuant to this paragraph.

Term Bonds

Any bidder may, at its option, specify that the stated maturities of the Bonds will consist of not to exceed two (2) term bonds which are subject to mandatory sinking fund redemption in consecutive years immediately preceding the maturity thereof (a "**Term Bond**") as designated in the bid of such bidder. In the event that the bid of the successful bidder specifies that any maturity of the Bonds will be a Term Bond, such Term Bond will be subject to mandatory sinking fund redemption on _____, in each applicable year, in the principal amount for such year as set forth under the heading "Form, Maturity and Payment," or as adjusted as provided herein, at a redemption price equal to 100% of the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium.

Optional Redemption

The Bonds are subject to redemption at the option of the City prior to maturity at any time on or after the fifth anniversary of the date of delivery thereof, in whole or in part, at par plus accrued interest to the date fixed for redemption, from such maturities and in such amounts as the City in its discretion shall select and by lot within a maturity if less than a full maturity is redeemed, from money which may be available for such purpose and deposited with the paying agent for the Bonds on or before the date fixed for redemption, at a redemption price equal to 100% of the principal amount being redeemed, together with accrued interest on such principal amount to the redemption date.

Certification as to Issue Price

The successful bidder shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City on the Dated Date an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, with such modifications as may be appropriate or necessary, in the reasonable judgment of the successful bidder, the City and Bond Counsel. All actions to be taken by the City under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the City by the City's financial advisor identified herein and any notice or report to be provided to the City may be provided to the City's financial advisor.

Section 1. Competitive Sale Requirements

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the **"competitive sale requirements**") because:

(1) the City shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(2) all bidders shall have an equal opportunity to bid;

(3) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(4) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest true interest cost), as set forth in this Notice of Sale. Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid**.**

Section 2. 10% Test; Hold-The-Offering Price Rule

In the event that the competitive sale requirements are not satisfied, the City will promptly so advise the successful bidder. The City may determine to treat (i) the price at which the first 10% of a maturity of the Bonds (the "10% Test") is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall promptly advise the City if any maturity of the Bonds satisfies the 10% Test as of the date and time of the award of the Bonds. The City shall then promptly advise the winning bidder, at or before the time of award of the Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Bonds shall be subject to the 10% Test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that the City determines to apply the hold-the-offering-price rule to any maturity of the Bonds. Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Bonds.

By submitting a bid, the successful bidder shall (a) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the successful bidder and (b) if the competitive sale requirements are not satisfied,

agree, on behalf of the underwriters, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following (the "HTP End Date"):

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

If the competitive sale requirements are not satisfied, then until the last HTP End Date for the Bonds, or such later date as may be reasonably requested by the City, the successful bidder agrees to promptly report to the City, upon request, the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the last HTP End Date for the Bonds, or such later date as may be reasonably requested by the City.

Section 3. Bidder Representations

By submitting a bid, each bidder confirms that: (a) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (i) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (ii) comply with the hold-the-offering price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, (b) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (i) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires and (c) it has an established industry reputation for underwriting municipal bonds such as the Bonds.

Section 4. Definitions

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

(a) "**public**" means any person other than an underwriter or a related party,

(b) "**underwriter**" means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) to participate in the initial sale of the Bonds to the

public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(c) a purchaser of any of the Bonds is a "**related party**" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(d) "**sale date**" means the date that the Bonds are awarded by the City to the successful bidder.

Good Faith Deposit

The successful bidder will be required to wire $_____ to the City as bid security (the "**Deposit**") by _____ p.m., Central Time, on _____. The City will contact the successful bidder to provide wire instructions for the bid security. The Deposit will be retained by the City and: (a) will be applied, without allowance for interest, against the purchase price when the Bonds are actually delivered to and paid for by such successful bidder; or (b) will be retained by the City as liquidated damages if the bidder defaults with respect to the bid; or (c) will be returned to the bidder with interest at the rate of 0.1% per annum if the Bonds are not issued by the City for any reason which does not constitute a default by the bidder. The balance of the purchase price shall be paid in Federal Funds.

Registration and Admission to Bid

To bid, bidders must first visit the MuniAuction website to register, if necessary, and request admission to bid on the Bonds. Bidders will be notified prior to the scheduled bidding time of their eligibility to bid. Only FINRA-registered broker-dealers and dealer banks with DTC clearing arrangements will be eligible to bid. The City will determine whether any request for admission is granted. Bidders who have previously registered with MuniAuction may call MuniAuction at (412) 391- 5555, extension 1370 (auction support) for their ID Number or password.

Bidding Procedures

All bids must be submitted on the MuniAuction at www.muniauction.com. No telephone, facsimile, telegraph or personal delivery bids will be accepted. Bidders may change and submit bids as many times as they like during the auction; provided, however, each submitted bid, other than a bidder's initial bid, must result in a lower true interest cost ("**TIC**") when compared to the immediately preceding bid of such bidder. The last bid submitted by a bidder before the end of the auction will be compared to all other final bids submitted by others to determine the winning bidder. During the bidding, no bidder will see any other bidder's bid, but each bidder will see their rank order (i.e., leader, cover, third, etc.). Bidders should verify the accuracy of their final bids and compare them to the winning bids reported on the MuniAuction Observation Page immediately after the auction.

Rules of MuniAuction

The Rules of MuniAuction can be viewed on MuniAuction and are incorporated herein

by reference. If the Rules of MuniAuction conflict with this Official Notice of Sale, this Official Notice of Sale shall govern. In addition to the requirements of this Official Notice of Sale, bidders must comply with the Rules of MuniAuction set forth below:

(a) A bidder submitting a winning bid is irrevocably obligated to purchase the Bonds at the rates and prices of the winning bid, if acceptable to the City. The Bonds are not officially awarded to the winning bidder until its bid is formally accepted by the City. The City anticipates awarding the Bonds within an hour after the close of bidding.

(b) Neither the City, Piper Sandler & Co. (**"Piper"**) nor MuniAuction (the **"Auction Administrator"**) is responsible for technical difficulties that result in loss of a bidder's internet connection with MuniAuction, a delay in the transmission of a bid, or any other technical problems.

(c) If for any reason a bidder is disconnected from the Auction Page during the auction after having submitted a winning bid, such bid is valid and binding upon the bidder unless the City exercises its right to reject bids as set forth herein.

(d) Bids generating error messages are not accepted until the error is corrected and the bid is received prior to the deadline.

(e) Bidders accept and agree to abide by all terms and conditions specified in this Official Notice of Sale including any amendment hereto (the **"Amendments"**).

(f) Neither Piper nor the Auction Administrator is responsible to any bidder for any defect or inaccuracy in this Official Notice of Sale, the Amendments, or the Preliminary Official Statement as each appears on MuniAuction.

(g) Only bidders who request and receive admission to an auction may submit bids. Piper and the Auction Administrator reserve the right to deny access to MuniAuction to any bidder, whether registered or not, at any time and for any reason whatsoever, in their sole and absolute discretion.

(h) Neither Piper nor the Auction Administrator is responsible for protecting the confidentiality of a bidder's MuniAuction password.

(i) If two bids submitted in the same auction by the same or different bidders result in the same true interest cost (**"TIC"**), the first bid received by MuniAuction prevails. Any change to a submitted bid constitutes a new bid regardless of whether there is a corresponding change in the TIC or yield to maturity.

(j) Bidders must compare their final bids to those shown on the Observation Page immediately after the bidding period ends, and any disagreement with the final results shown on the Observation Page must be reported to MuniAuction within 15 minutes after the bidding period ends. Regardless of the final results reported by MuniAuction, Bonds are definitively awarded to winning bidders only upon official award by the City. If, for any reason, the City fails to (1) award the Bonds to the winner reported by MuniAuction or (2) deliver Bonds to winning bidder(s) at settlement, none of Piper, the Auction Administrator, or the City will be liable for damages.

Terms of Bid; Basis of Award

Proposals must be unconditional for the purchase of all of the Bonds. The aggregate purchase price (taking into account (a) aggregate original issue discount, if any, (b) aggregate original issue premium, if any, and (c) underwriter's discount not to exceed ____% of the stated principal amount of the Bonds) may not be less than ____% of the stated principal amount of the Bonds. No bid offering to purchase the Bonds with a TIC on the Bonds exceeding _____% per annum, as calculated on the basis of a 360-day year consisting of twelve 30-day months, will be considered. The Bonds will be conditionally awarded to the bidder offering to purchase all of the Bonds at the lowest TIC, subject to the timely receipt of the good faith deposit set forth above. It is anticipated that such conditional award will be made by the City within one hour after the auction. See "VERIFICATION; RIGHT OF REJECTION" for additional provisions regarding the City's right to reject bids.

The TIC is the discount rate (expressed as a per annum percentage rate) which, when used in computing the present value of all payments of principal and interest to be paid on the Bonds, as of the Dated Date, produces an amount equal to the aggregate price bid, including adjustments for original issue premium or original issue discount, if any. Present value will be computed on the basis of semiannual compounding and a 360-day year of twelve 30-day months. For purposes hereof, sinking fund installments for any Term Bonds shall be considered as serial maturities. The TIC must be calculated to six (6) decimal places. Bidders are requested to supply an estimate of the TIC for the Bonds on the Official Bid Form or the MuniAuction website, computed as specified herein on the basis of their respective bids, which shall be considered as informative only and not binding on either the bidder or the City. The City will compute TIC for each bid, based on the bid price and the interest rates specified, and the City's computation will be conclusive. If there is any discrepancy between the TIC specified by a bidder and the actual TIC computed by the City, the TIC computed by the City will govern, and the bidder will be bound by its specified bid price and interest rates. If two or more proper bids produce equal values for the lowest TIC, the Mayor or such designee will determine in his or her discretion which bid, if any, will be accepted, and such determination will be final.

THE CITY RESERVES THE RIGHT TO REJECT ALL BIDS OR ANY BID NOT CONFORMING TO THIS OFFICIAL NOTICE OF SALE OR NOT SUBMITTED IN THE FORM OF THE OFFICIAL BID FORM. THE CITY ALSO RESERVES THE RIGHT TO WAIVE, IF PERMITTED BY LAW, ANY IRREGULARITY OR INFORMALITY IN ANY PROPOSAL. THE CITY SHALL NOT REJECT ANY CONFORMING BID, UNLESS ALL CONFORMING BIDS ARE REJECTED.

Verification; Right of Rejection

Bidders should verify the accuracy of their final bids and compare them to the winning bids reported on the MuniAuction Observation Page immediately after the auction. The City reserves the right to reject any and all bids, to waive any irregularity or informality in any bid, to take any action adjourning or postponing the sale of the Bonds or to take any other action the City may deem to be in its best interest.

Bond Insurance

The City has not applied for any policy of municipal bond insurance with respect to the Bonds. If the Bonds qualify for municipal bond insurance, and any bidder desires to purchase such policy, such indication and the name of the desired insurer must be set forth on the bidder's Official Bid

Form. The City specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the City. All costs associated with the issuance of such policy and associated ratings and expenses (other than the independent rating requested by the City) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Bonds shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Bonds.

Filings and Charges

The winning bidder will be required to make the standard filings and maintain the appropriate records routinely required pursuant to MSRB Rules G-8, G-11 and G-36. The winning bidder will be required to pay the standard MSRB charge for Bonds purchased. In addition, those who are members of the Bond Market Association ("**BMA**") SIFMA will be required to pay BMA's SIFMA's standard charge per bond.

CUSIP Numbers; DTC Eligibility

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such number on any Bonds nor any error with respect thereto shall constitute cause for failure or refusal by the successful bidder to accept delivery of and pay for the Bonds in accordance with their agreement to purchase the Bonds. **All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid for by the City; provided, however, that it shall be the responsibility of the successful bidder to timely obtain and pay for the assignment of such CUSIP numbers.**

It is anticipated that the Bonds will be issued in book-entry only form and eligible for custodial deposit with DTC; however, it will be the responsibility of the successful bidder to obtain such eligibility. Failure of the successful bidder to obtain DTC eligibility shall not constitute cause for failure or refusal by the successful bidder to accept delivery of and pay for the Bonds in accordance with its agreement to purchase the Bonds.

Delivery of Bonds

The City will pay the cost of preparing the Bonds. Delivery of and payment for the Bonds will be made on or about _____ (the "**Date of Delivery**") in New York, New York, or such other time and place mutually acceptable to the successful bidder and the City. Payment of the full purchase price, less the Deposit, shall be made to the City at the closing, in Federal Reserve Funds of the United States of America, without cost to the City.

The legal opinion of Baird Holm LLP, Omaha, Nebraska (**"Bond Counsel"**) will be furnished without charge to the successful bidder at the time of delivery of the Bonds.

There will also be furnished at the time of delivery of the Bonds, a certificate or certificates (which may be included in a consolidated closing certificate) relating to the accuracy and completeness of the Official Statement; and stating, among other things, that there is no litigation or administrative action or proceeding pending or, to the knowledge of the City, threatened, at the time of delivery of the Bonds, (a) to restrain or enjoin or seeking to restrain or enjoin the issuance and delivery of the Bonds or (b) affecting the validity of the Bonds, and that the Preliminary Official Statement has been deemed by the City to be a "final official statement" for purposes of SEC Rule 15c2-12(b)(3) and (4).

The successful bidder will be responsible for the clearance or exemption with respect to the status of the Bonds for sale under the securities or "Blue Sky" laws of the several states and the preparation of any surveys or memoranda in connection with such sale.

Disclosure; Amendment of Notice of Sale; Notification Obligations of Purchaser

This Official Notice of Sale is not intended as a disclosure document and bidders are required to obtain and carefully review the Preliminary Official Statement before submitting a bid. This Official Notice of Sale may be amended from time to time after its initial publication by publication of Amendments on the Amendment Page on MuniAuction or by Thomson Municipal Market Monitor (TM3) not less than 20 hours prior to the time bids are to be received. Each bidder will be charged with the responsibility of obtaining any Amendments and complying with the terms thereof. The successful bidder shall verify in writing to the City its bid by executing Exhibit A hereto and attaching a printed copy of its winning bid as reported on the Observation Page on MuniAuction.

Official Statement

The City shall furnish at its expense within seven business days after the Bonds have been awarded to the successful bidder, or at least five business days before closing, whichever is earlier, up to 25 copies of the final Official Statement, which, in the judgment of the financial advisor to the City will permit the successful bidder to comply with applicable SEC and MSRB rules. The City will at its expense ship the final Official Statements to no more than five separate addresses. The successful bidder may arrange for additional copies of the final Official Statement or shipment to additional addresses at its expense.

Continuing Disclosure Undertaking

In order to assist bidders in complying with SEC Rule 15c2-12, as amended, the City will undertake to provide, or cause to be provided, certain financial information and operating data and to provide notices of certain enumerated events. The City has agreed to enter into an undertaking to provide certain financial information or operating data relating to the City by not later than seven (7) months after the end of the City's fiscal year (the "Annual Report"), commencing with the City's fiscal year ending September 30, 2020, and to provide notice of the occurrence of certain enumerated events. The Annual Report and notices of certain events will be filed by the City (or its dissemination agent, if any) with the Electronic Municipal Market Access (EMMA) established by the Municipal Securities Rulemaking Board or any successor thereto. The proposed form of such undertaking is contained in the Preliminary Official Statement. A copy of the undertaking will be made available to the successful bidder by facsimile or email transmission as requested by the successful bidder prior to the delivery of the Bonds and will be included in the transcript of proceedings relating to the issuance of the Bonds.

Availability of Disclosure Information

The Preliminary Official Statement, as supplemented and amended by this Official Notice of Sale, is "deemed final" (except for permitted omissions) by the City in accordance with SEC Rule 15c2-12 and is available only on MuniAuction at www.muniauction.com. The Official Bid Form is also available only on MuniAuction at www.muniauction.com. Questions concerning the Preliminary Official Statement may be addressed to Jody Sanders, Director of Finance, Fremont, Nebraska, (402) 727-2627 (Jody.Sanders@fremontne.gov) or to the financial advisor to the City, Piper Sandler & Co., 233 South 13th Street, 11th Floor, Lincoln, Nebraska 68508, (402) 402-440-7734, Attention: Scott Keene (Scott.Keene@psc.com), before a bid is submitted. Any questions concerning MuniAuction should be directed to MuniAuction, Inc. at (412) 391-5555, extension 370 (auction support).

THE CITY OF FREMONT, IN THE STATE OF NEBRASKA

By: /s/ Scott Getzschman
Mayor

EXHIBIT A OFFICIAL BID FORM

THE CITY OF FREMONT,
IN THE STATE OF NEBRASKA

$_____
COMBINED UTILITIES REVENUE REFUNDING BONDS
SERIES 2020

_____, 2020

The City of Fremont, Nebraska
400 E. Military Ave
Fremont, NE 68025

Ladies and Gentlemen:

On behalf of the undersigned and any underwriting syndicate which we have formed and lead, and in accordance with the terms and conditions of the attached Official Notice of Sale, dated _____, 2020, which is hereby made a part of this proposal, we offer to purchase all of the $_____ in stated principal amount the City of Fremont, in the State of Nebraska Combined Utilities Revenue Refunding Bonds, Series 2020 (the "**Bonds**"). We will pay as the purchase price thereof, the aggregate sum of _____ Dollars ($_____)[1], in immediately available Federal Funds. The Bonds will be dated the date of delivery thereof, and shall bear interest from such date and shall be payable semiannually commencing on _____ and _____ of each year, beginning _____, until maturity or prior redemption. The Bonds shall mature in the years and be subject to mandatory sinking fund redemption (if Term Bonds are specified by the bidder) in the amounts, and bear interest at the respective interest rates per annum, all as stated in the following schedule:

[The remainder of this page intentionally left blank.]

[1] Subject to adjustment as provided in the Official Notice of Sale.

Date of Maturity	Principal Amount[1]	Annual Rate of Interest	Price[2]

[1] Subject to adjustment as provided in this Official Notice of Sale.
[2] Subject to restrictions as provided in this Official Notice of Sale.

Bonds of any maturities may be designated as Term Bonds; provided, however, that no more than two Term Bond maturities may be specified in any bid. [The principal installments for the Bonds indicated above, shall be applied for the mandatory retirement of up to two Term Bonds maturing in the years and amounts and bearing interest as follows:

$_____ Term Bonds maturing on _____, 20___ at _____% per annum to yield _____% per annum.

$_____ Term Bonds maturing on _____, 20___ at _____% per annum to yield _____% per annum.]

Subject to your acceptance of our Official Bid, we agree to make a bona fide public offering of all the Bonds at yields not lower than those set forth in the above maturity schedule. Our calculation, made as provided in the Official Notice of Sale, of the true interest cost to the City is _____%. This estimate is for information purposes only and is not binding on the City or the undersigned.

In accordance with the Official Notice of Sale, $_____ will be wired to the City by _____ p.m., Central Time, on _____, 2020 (the "**Deposit**"). The Deposit will be applied or returned in accordance with the provisions of the Official Notice of Sale. It shall be a condition of our obligation as the successful bidder to accept delivery of, and pay for, the Bonds that, contemporaneously with, or before accepting, the Bonds and paying for them, we shall receive the Closing Documents specified in the Official Notice of Sale. We hereby acknowledge receipt of the Preliminary Official Statement for the Bonds "deemed final" (except for permitted omissions) by

the City. We hereby request that _____ copies of the Official Statement (and any supplement thereto) be furnished to us in accordance with the Official Notice of Sale.

We agree to provide a list of all syndicate members by facsimile transmission upon notification of our successful bid. Receipt of such list shall be a condition precedent to the award of the Bonds.

It is understood and agreed that an award will be made for all or none of the Bonds and that the stated principal amount of the Bonds and our purchase price as bid may be adjusted as provided in the Official Notice of Sale, the terms of which are incorporated herein by reference. If the foregoing is acceptable to you, please signify by signing and returning a copy of this Official Bid Form to the undersigned bidder whereupon it will become a binding agreement between us.

Respectfully submitted,

_____, Bidder

By:_____
Title:_____

Accepted and agreed to _____, 2020

THE CITY OF FREMONT,
IN THE STATE OF NEBRASKA

By:_____
Title: _____

(No addition or alteration, except as provided above, is to be made to this Official Bid Form and it must not be detached from the attached Official Notice of Sale.)

PRESENTATION DRAFT

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Refunding Issue--Book-Entry Only
BANK QUALIFIED

Rated: Standard & Poor's ____

Preliminary Official Statement Dated _____, 2020

In the opinion of Bond Counsel, under existing laws, regulations and court decisions and subject to the qualifications set forth herein under "TAX EXEMPTION," interest on the Bonds is not includable in gross income for purposes of regular federal and Nebraska state income taxation. Interest on the Bonds is not subject to the alternative minimum tax imposed on individuals under the Internal Revenue Code of 1986, as amended (the "Code"). See the caption "TAX EXEMPTION" herein.

$7,545,000*
CITY OF FREMONT, NEBRASKA
COMBINED UTILITIES REVENUE REFUNDING BONDS
SERIES 2020

Dated: Date of Delivery

Due: _____ as shown below

The Combined Utilities Revenue Refunding Bonds, Series 2020 (the "Bonds") are issuable as fully registered bonds and, when initially issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Purchases of the Bonds will be made in book-entry only form, in the principal amount of $5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC participants. Beneficial owners of the Bonds will not receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Bonds. Interest is payable on _____*, and on each _____ and _____ thereafter. So long as DTC or its nominee is the registered owner of the Bonds, payments of the principal or redemption price of and interest on the Bonds will be made directly to DTC. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC participants. See "THE BONDS - Global Book-Entry Bonds." BOKF, National Association, Lincoln, Nebraska, will act as Paying Agent and Registrar for the Bonds. For terms relating to payments made to DTC or its nominee or in the event that the use of book-entry form is discontinued, see "THE BONDS."

The Bonds are subject to optional redemption prior to maturity at any time on or after the fifth anniversary of the date of delivery thereof, at par plus accrued interest to the date fixed for redemption.

MATURITY SCHEDULE*

_____ Maturity	Principal Amount	Interest Rate	Price	_____ Maturity	Principal Amount	Interest Rate	Price
2020	$	%		2029	$	%	
2021				2030			
2022				2031			
2023				2032			
2024				2033			
2025				2034			
2026				2035			
2027				2036			
2028				2037			

The Bonds are payable solely from the revenues and earnings derived and to be derived from the ownership and operation of the City's electric power plant and distribution system (the "Electric System"), water plant and distribution system (the "Water System"), sewer plant and system (the "Sewer System") and gas plant and distribution system (the "Gas System"), including all additions and improvements thereto (collectively, the "Combined Utilities") as described herein.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire official statement to obtain information essential to the making of an informed investment decision. The Bonds are offered in book-entry form, when, as and if issued and received by the Underwriter and subject to the approval of legality by Baird Holm LLP, Omaha, Nebraska, Bond Counsel, and certain other conditions. It is expected that the Bonds will be available for delivery through The Depository Trust Company, in New York, New York, on or about _____, 2020.

_____
UNDERWRITER

PIPER | SANDLER
Financial Advisor

* Preliminary, subject to change

No dealer, broker, salesperson or other person has been authorized by the City or the Underwriter to give any information or to make any representations with respect to the Bonds other than the information and representations contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. The information set forth herein has been furnished by the City and such information is not guaranteed as to accuracy or completeness, and is not to be construed as a representation, by the Underwriter.

THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR SOLICITATION OF AN OFFER TO BUY, NOR SHALL THERE BE ANY SALE OF THE SECURITIES DESCRIBED HEREIN BY ANY PERSON, IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICIATION OR SALE. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE THEREAFTER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE ISSUER OF THE SECURITIES DESCRIBED HEREIN SINCE THE DATE HEREOF.

SUCH SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS ANY DOCUMENT BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATIONS OF THE TERMS OF THE OFFERING. THE SECURITIES DESCRIBED HEREIN HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS OFFICIAL STATEMENT.

IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF SUCH BONDS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING TRANSACTIONS, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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OFFICIAL STATEMENT
RELATING TO
$7,545,000*
CITY OF FREMONT, NEBRASKA
COMBINED UTILITIES REVENUE REFUNDING BONDS
SERIES 2020

INTRODUCTION

The purpose of this Official Statement, which includes the cover page and appendix hereto, is to set forth information concerning the City of Fremont, Nebraska ("Fremont" or the "City"), the City's electric power plant and distribution system (the "Electric System"), the City's water plant and distribution system ("Water System"), the City's sewer plant and system (the "Sewer System") and the City's gas plant and distribution system (the "Gas System"), including all additions and improvements thereto, hereinafter collectively referred to as the "Combined Utilities," and the City's $7,545,000* of Combined Utilities Revenue Refunding Bonds, Series 2020 (the "Bonds") offered hereby. The Bonds have been authorized by an ordinance, passed and approved by the Mayor and Council of the City on _____, 2020 (the "Ordinance"). The Ordinance also permits the issuance of additional bonds of equal lien and standing with the Bonds ("Additional Bonds") upon terms and conditions set forth in the Ordinance. The City presently has outstanding certain prior bonds payable from the revenues of the Combined Utilities as described under the heading "Outstanding Parity Bonds, Notes and Loans" and defined under such heading as the "Outstanding Parity Bonds".

Purpose and Authority

The City will use the proceeds from the sale of the Bonds, along with other funds of the City, for the purpose of (i) paying the outstanding Combined Utilities Revenue Bonds, Series 2013, dated August 30, 2013 (the "2013 Bonds"), (ii) paying the outstanding Combined Utilities Revenue Refunding Bonds, Series 2014A, dated June 3, 2014 (the "2014A Bonds" and together with the 2013 Bonds, the "Refunded Bonds") and (iii) to pay costs of issuance. The Bonds are being issued under the authority of Sections 18-1803 to 18-1805, R.R.S. Neb. 2012. The Bonds are not general obligations of the City and are payable solely from the revenues of the City's Combined Utilities.

Sources of Certain Information

There follows in this Official Statement brief descriptions of the Bonds, the City, the Combined Utilities and certain provisions of the Ordinance and other related documents. All descriptions of documents herein are only summaries and are qualified in their entirety by reference to each such document. During the offering period, copies of such documents may be obtained from the City or from Piper Sandler & Co.

Information in this Official Statement concerning the City and the Combined Utilities has been furnished by the City.

* Preliminary, subject to change

THE BONDS

The Bonds will be issued in the aggregate principal amount of $7,545,000*, bear interest (computed on the basis of a year of 360 days consisting of twelve thirty-day months) at specified rates, payable on _____, and semiannually thereafter on _____ and _____ of each year (collectively, the "Interest Payment Dates"), and mature on the dates, all as set forth on the cover page of this Official Statement. The Bonds are issuable only in fully registered form in the denomination of $5,000 or any integral multiple thereof. Initially, the Bonds will be issued using the services of The Depository Trust Company ("DTC") and will be registered in the name of Cede & Co. and will be made available to beneficial owners in book-entry only form, as described below.

General

The principal of and interest on the Bonds due at maturity or upon redemption prior to maturity are payable at the corporate trust office of BOKF, National Association, Lincoln, Nebraska (the "Registrar" or "Paying Agent") or of any successor paying agent and registrar appointed by the City, as provided in the Ordinance, upon presentation and surrender thereof. Interest on the Bonds due prior to maturity or earlier date of redemption will be paid to the registered owners thereof as of the close of business on the fifteenth day immediately preceding each Interest Payment Date (the "Record Date") and will be paid by check or draft and mailed on each Interest Payment Date to the registered owners thereof at the addresses shown on the registration books maintained by the Registrar notwithstanding the cancellation of any such Bond upon any exchange or transfer thereof subsequent to the Record Date and prior to such Interest Payment Date. The principal of and interest on the Bonds will be paid in lawful money of the United States of America. The foregoing procedures and methods for payment will apply in the event that provisions for global book-entry bonds as described below cease to be in effect and will apply to the holding and transfer of Bonds by DTC subject to certain modifications provided for in a Letter of Representations between the City, the Registrar and DTC.

Global Book-Entry Bonds

The Bonds will be available to the ultimate purchasers in global book-entry form only, in the principal amount of $5,000 or integral multiples thereof. Purchasers of the Bonds will not receive certificates representing their interests in the Bonds purchased, except as described below.

The following description of the procedures and record-keeping with respect to beneficial ownership interests in the Bonds, payment of interest and other payments on the Bonds to Participants (as hereinafter defined) or Beneficial Owners (as hereinafter defined) of the Bonds, confirmation and transfer of beneficial ownership interests in the Bonds and other related transactions by and between DTC, Participants and Beneficial Owners of the Bonds, is based solely on information furnished by DTC to the City for inclusion in this Official Statement. Accordingly, the City and the Registrar do not make any representations concerning these matters, and the Beneficial Owners of the Bonds should not rely on the following information with respect to such matters, but should instead confirm the same with the Participants from whom they purchased the Bonds.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each separate maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

* Preliminary, subject to change

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participant's accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has been issued a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the documents relating to the Bonds. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to

be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City (or the Registrar) as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, principal, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Registrar or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Registrar (from funds provided by the City), disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Registrar. Under such circumstances, in the event that a successor depository is not obtained, certificates for the Bonds are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates for the Bonds will be printed and delivered.

The information under this subcaption concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

The City and the Registrar will not have any responsibility or obligation to Participants, to Indirect Participants or to any Beneficial Owner with respect to (i) the accuracy of any records maintained by DTC, any Direct Participant or any Indirect Participant; (ii) the payment by DTC or any Direct Participant or Indirect Participant of any amount with respect to the principal or redemption price of or interest on the Bonds; (iii) any notice which is permitted or required to be given to bondholders under the Ordinance; (iv) the selection by DTC or any Direct or Indirect Participant of any person to receive payment in the event of a partial redemption of the Bonds; or (v) any consent given or other action taken by DTC as Bondholder.

The information included under this subcaption, other than in this paragraph, the preceding paragraph hereof and the first two full paragraphs under this subcaption, has been provided by DTC. No representation is made by the City or the Registrar as to the accuracy or adequacy of such information provided by DTC or as to the absence of material adverse changes in such information subsequent to the date hereof. The Beneficial Owners of the Bonds will rely on DTC Participants or Indirect Participants for timely payments and other notices and for otherwise making available to the Beneficial Owners the rights of a bondholder. No assurances can be given, in the event of the bankruptcy or insolvency of DTC or the Direct Participant or Indirect Participant through which a Beneficial Owner holds beneficial interest in the Bonds, that payment will be made by DTC, the Direct Participant or the Indirect Participant on a timely basis.

Notice to Bondholders

Notice of any proposed modification or amendment of the Ordinance by means of a supplemental ordinance that is to be effective with the consent of the registered owners of the Bonds as well as all notices of redemption will be mailed to DTC, as the registered owner of the Bonds then outstanding.

No assurance can be given by the City or the Registrar that DTC will distribute to the Participants, or that the Participants will distribute to the Beneficial Owners, (i) payment of debt service on the Bonds paid to DTC, or its nominee, as the registered owner, or (ii) any redemption or other notices, or that DTC or the Participants will serve and act on a timely basis or in the manner described in this Official Statement.

Optional Redemption

The Bonds are subject to redemption at the option of the City prior to maturity at any time on or after the fifth anniversary of the date of delivery thereof, in whole or in part, at par plus accrued interest to the date fixed for redemption.

Redemption—Bonds Held by DTC

If the Bonds are being held by DTC under the book-entry system and less than all of such Bonds within a maturity are being redeemed, DTC's current practice is to determine by lot the amount of the interest of each Participant in such maturity to be called for redemption, and each Participant is to then select by lot the ownership interest in such maturity to be redeemed. See "THE BONDS - Global Book-Entry Bonds" herein.

Notice of Redemption; Effect of Redemption

Notice of call for redemption, identifying the Bonds or portions thereof to be redeemed shall be given by the Paying Agent by mail (or other means acceptable to DTC for so long as Cede & Co. or another nominee of DTC is the registered owner), sent to the registered owners of the Bonds to be redeemed (initially, Cede & Co.) at their registered addresses as shown on the registration books maintained by the Paying Agent, first class, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption. Failure to give notice to any registered owner or any defect in the notice shall not affect the validity of the proceedings calling the Bonds or the redemption of any Bonds for which proper notice has been given. The City shall have the right to direct further notice of redemption for any Bond for which defective notice has been given. After the date fixed for redemption, provided that funds have been deposited with the Paying Agent, interest on the Bonds called for redemption on such date shall cease to accrue.

Transfer of Bonds

The Bonds are transferable upon presentation for cancellation to the Registrar at its trust office in Lincoln, Nebraska. To be transferred, any Bonds must be accompanied by a written instrument of transfer in form satisfactory to the Registrar and must be accompanied by such signature guaranties and other evidence as the Registrar may require. Upon surrender of any Bond in proper form, the Registrar will deliver at its office or send by registered mail to the transferee owner or owners at such transferee owner's or owners' risk and expense, a new Bond or Bonds of the same maturity, interest rate and aggregate principal amount registered in the name of the transferee owner or owners. To the extent of the denominations permitted by the Ordinance, one Bond may be transferred for several Bonds of a like maturity, interest rate and aggregate principal amount and several Bonds may be transferred for one or several Bonds, respectively, of the same maturity, interest rate and aggregate principal amount. Transfer of interests by Beneficial Owners, so long as there is a securities depository serving will be governed by the procedures described under "THE BONDS - Global Book-Entry Bonds" herein.

Interchangeability

The Bonds, upon surrender thereof at the office of the Paying Agent and Registrar with a written instrument of transfer satisfactory to the Paying Agent and Registrar, duly executed by the registered owner or such owner's duly authorized attorney, may be exchanged for an equal aggregate principal amount of Bonds of the same maturity and of any other authorized denominations.

In all cases in which the privilege of exchanging or transferring Bonds is exercised, the City shall execute and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of the Ordinance. For every such exchange or transfer of Bonds, the City, or the Paying Agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. Neither the City nor the Paying Agent shall be required to transfer or exchange any Bond (a) for a period of 15 days next preceding an interest payment date or (b) during the 30 days next preceding any date fixed for redemption. Transfer of interest by Beneficial Owners, so long as there is a securities depository serving will be governed by the procedures described under "THE BONDS-Global Book-Entry Bonds" herein.

SOURCES AND APPLICATIONS OF FUNDS

Following are the estimated sources and applications of funds:

Sources of Funds:	
Bond Proceeds	$
Prior Issue Debt Service Funds	
Total Sources of Funds	$
Applications of Funds:	
Deposit to 2013 Refunding Fund	$
Deposit to 2014A Refunding Fund	
Underwriter's Discount	
Issuance Costs (Including Bond Counsel, Financial Advisor, Rating Agency and Auction fees)	
Total Applications of Funds	$

OUTSTANDING PARITY BONDS, NOTES AND LOANS

Other than the Bonds and the Refunded Bonds, the City currently has outstanding $86,595,000 of debt which constitutes a lien upon the revenues of the City's Combined Utilities on a parity basis with the Bonds:

Issue	**Outstanding**
Series 2012	13,850,000
Series 2014B	30,590,000
Series 2015	1,775,000
Series 2016	1,480,000
Series 2018	38,900,000
Total	$86,595,000

The Series 2012 Bonds, the Series 2014B Bonds, the Series 2015 bonds, the Series 2016 Bonds and the Series

2018 Bonds are sometimes hereinafter referred to as the "Outstanding Parity Bonds".

FUTURE FINANCING PLANS

The City is considering additional bonded indebtedness in the near future to finance several large capital projects, including but not limited to a beltway connecting two highways around the City, a library expansion project, renovations to the City Auditorium and an additional feature to the waterpark. Ballot questions for the voter approval to issue bonds for the City Auditorium renovations, the library expansion and the splash station were submitted to the voters at the May 2018 primary election. The City Auditorium renovations and the library expansion both passed, however the water park feature did not pass.

SECURITY FOR THE BONDS

The Bonds are issued pursuant to the Ordinance. The net revenues and earnings of the Combined Utilities are pledged and hypothecated, equally and ratably, for the payment of the Outstanding Parity Bonds, the Bonds and any Additional Bonds. Upon issuance of the Bonds, there shall be deposited $_____* into the Series 2020 Debt Service Reserve Sub-account from funds of the City held in the Debt Service Reserve Sub-account for the Refunded Bonds. Monies in the Series 2020 Debt Service Reserve Sub-Account are required to be applied to pay principal and interest on the Bonds in the event that there are insufficient funds available for such purpose in the Bond Payment Account as established under the terms of the Ordinance. In the Ordinance the City has covenanted to establish and maintain rates and charges for service provided by the Combined Utilities sufficient to pay: 1) principal and interest on the Outstanding Parity Bonds, the Bonds and any Additional Bonds as the same fall due, 2) to pay all costs of operation and maintenance of the Combined Utilities, 3) to provide for deposits to the various accounts and sub-accounts established under the respective ordinances authorizing issuance of the Outstanding Parity Bonds and the Ordinance, and 4) to maintain Net Revenues for each year (as defined in the Ordinance) at least equal to 120% of the debt service due on the Outstanding Parity Bonds, the Bonds and any Additional Bonds in such fiscal year.

Not General Obligations

The Bonds are not a debt of the State of Nebraska or of the City within the meaning of any constitutional or statutory limitation upon the creation of general obligation indebtedness. The City is liable for the payment of the Bonds only from the revenues of the Combined Utilities and not from any tax monies or other resources. The enforcement of the rights of the holders of the Bonds under the Ordinance could be affected in the event of a petition for adjustment of debts of the City under the United States Bankruptcy Code.

THE COMBINED UTILITIES & CITY INFORMATION

The City owns and operates its own electric, gas, water and sewer services. The City's Department of Utilities has 142 full-time utility employees. Local garbage collection is handled by private firms.

Changes in Major Customers

The Combined Utilities' largest customer, Hormel Foods, had its plant recently connected to City water, using approximately two million gallons/day. This Hormel plant was sold to Wholestone Farms effective December 2018. Starting in Spring 2019, the city expects to see a reduction in production as $150 million in improvements are made to the plant over the next year. Once the improvements are complete there will be a ramp up to preexisting conditions and then an additional shift. Costco Wholesale, in collaboration with Lincoln Premium Poultry is making an estimated $400 million investment in a poultry-processing complex.

* Preliminary, subject to change

The complex will include a feed mill, hatchery and processing plant and is coming online September 2019, with one year until full ramp up. With the additional employees being needed, new housing developments are currently underway to support the workforce demand.

The Electric System

The City's Electric System includes the Lon D. Wright Generation Plant, a three-unit, 130 megawatt coal/gas-fired steam-electric generation plant, the latter unit of which was completed and placed in service in 1975, 263 miles of overhead and 142 miles of underground electric distribution lines and numerous subtransmission lines and substations. The electric distribution system is a looped 69,000-volt subtransmission system with seven substations. Nine water wells separate from the City's domestic water wells provide cooling capacity for the power plant. All retail electric services are metered and billed monthly. In addition, a 40 megawatt natural gas fired peaking generation unit was completed in the summer of 2003.

The City generates all of its own power and energy at the Wright Generation Plant with the exception of 4.8 megawatts of federal hydropower allocated to the City in 1982 by the Western Area Power Administration ("WAPA"); such allocation and agreement with respect to WAPA of which expires in 2050.

The City believes that its current electric generation facilities together with its WAPA allocation are sufficient to meet the City's electricity demand through 2023. Omaha Public Power District, Omaha, Nebraska ("OPPD") is interconnected to the City's electric system by three 69,000-volt transmission lines. In 1984, the City entered into a wheeling agreement with OPPD which among other things permits OPPD to secure a portion of its load by wheeling power through the City's electric system on a full cost-recovery basis by the City of Fremont. Such agreement cannot be cancelled without two years notice by either party. The City has partnered with OPPD for an additional 161-volt transmission line between Blair and Fremont to improve reliability. Total costs to the City for this project are approximately $19,200,000.

The maximum peak generating capacity of the City's generation facilities is 170 megawatts, which on average, affords the City excess energy and capacity. The City has entered into an agreement with OPPD to act as Fremont's agent in marketing and purchasing power under the Southwest Power Pool Integrated market.

The City entered into a 25-year purchased power agreement with Cottonwood Wind Project LLC for 40 megawatts of wind energy intended to supply the City with a zero-carbon electricity source. Due to postponement of the Clean Air Act, the City is selling the power through the Southwest Power Pool's integrated market.

The City also owns two solar farms generating 2.5 megawatts of solar power. Customers have purchased shares in the community solar farm, while some customers have purchased panels in the farm to use the tax credit available to individuals.

The City has entered into an agreement with Cloud Peak Energy Resources, LLC, effective January 1, 2018 through December 31, 2018. Under terms of the agreement, the City must purchase 175,000 tons of coal at an agreed-upon base price per ton, which will be adjusted each month for any variation in the Base Btu.

The City has entered into an agreement with Peabody COALSALES, LLC, effective September 12, 2018 through October 31, 2018. Under terms of the agreement, the City must purchase 43,500 tons of coal at an agreed-upon base price per ton, which will be adjusted each month for any variation in the Base Btu.

The City has entered into an agreement with Arch Coal Sales Company, Inc., effective October 1, 2018 through November 30, 2018. Under terms of the agreement, the City must purchase 29,000 tons of coal at an agreed-upon base price per ton, which will be adjusted each month for any variation in the Base Btu.

The Electric Department has a rail transportation agreement with Union Pacific Railroad Company for coal shipping. The contract term is January 1, 2012 through December 31, 2018. Under the terms of the agreement, the City must use Union Pacific to ship at least 300,000 tons and a maximum volume of 400,000 tons for each twelve-month period during the contract term of coal purchased from the Powder River Basin in Wyoming during each calendar year. The Agreed-upon base rate per net ton is adjusted quarterly based on the percentage change in the rail cost adjustment factor, as well as a fuel surcharge on the HDF Average Price calculated monthly by the U.S. Department of Energy.

In September 2018, the Electric Department signed a new five-year agreement with Union Pacific effective January 1, 2019 with similar terms, except that the required minimum shipment volume was reduced to 275,000 tons/year.

The City raised rates for the electric system effective November 1, 2018 under Ordinance 5422 as follows:

Customer Type	**Type of charge**	**Within City Limits**	**Suburban/ Outside City Limits**
Residential	Customer Charge	$16.00/month	$18.50/mo
	Winter rate	$0.0714/kWh	First 700 kWh $0.0805/kWh Over 700 kWh $0.0725/kWh
	Summer rate	$0.1185 per kWh	$0.1229/kWh
Commercial	Customer Charge	$31.00/month single-phase $85.00/month three-phase	Same as within city limits
	Winter rate	First 900 kWh $0.0965/kWh Over 900 kWh $0.0755/kWh	Same as within city limits
	Summer rate	First 900 kWh $0.1298/kWh Over 900 kWh $0.1254/kWh	Same as within city limits
General Power	Customer charge	$67.50/month	Same as within city limits
	Winter rate	Demand $10.72/kW Energy $0.0474/kWh	Same as within city limits
	Summer rate	Demand $16.74/kW Energy $0.0662/kWh	Same as within city limits
Large Power	Customer charge	$185.00/month	Same as within city limits
	Winter rate	Demand $8.84/kW Energy $0.0488/kWh	Same as within city limits
	Summer rate	Demand $14.95/kW Energy $0.0545/kWh	Same as within city limits
Large Power Contract	Customer charge	$363.95/month	Same as within city limits
	Winter rate	Demand $8.06/kW Energy $0.0433/kWh	Same as within city limits
	Summer rate	Demand $14.08/kW Energy $0.0491/kWh	Same as within city limits

Minimum Bill: The minimum monthly bill shall be the customer charge.

The rate schedule also includes a fuel adjustment that adjusts billing for changes in the cost of fuel and purchased power from other utilities and for a power factor for large power customers.

Customers – Electric System

	2013		2014		2015	
	No. of Customers	% of Revenues	No. of Customers	% of Revenues	No. of Customers	% of Revenues
Industrial/Commercial	2,083	60.9	2,305	61.0	2,277	62.3
Residential	12,291	39.1	12,436	39.0	12,344	37.7

	2016		2017	
	No. of Customers	% of Revenues	No. of Customers	% of Revenues
Industrial/Commercial	2,286	61.3	2,315	61.5
Residential	12,397	38.7	12,451	38.5

Major Customers – Electric System

(Fiscal Year Ended September 30, 2016)

	Customer	Usage (KWH)	$ Revenues	% of Revenues
1.	Hormel Foods	56,477,602	$3,746,263	10.58
2.	ADM	19,515,646	1,324,303	3.74
3.	Fremont Health	12,335,282	852,378	2.41
4.	Fremont Beef	11,983,987	793,443	2.24
5.	Americold Logistics	8,874,000	572,107	1.62
6.	Fremont Public Schools	7,933,404	712,817	2.01
7.	Midland University	6,852,131	588,064	1.66
8.	WalMart	4,104,960	263,327	0.74
9.	Oil Gear	3,739,008	286,893	0.81
10.	Farley Metals	3,486,240	320,869	0.91

(Fiscal Year Ended September 30, 2017)

	Customer	Usage (KWH)	$ Revenues	% of Revenues
1.	Hormel Foods	56,079,029	$3,806,556	10.68
2.	ADM	19,040,895	1,321,304	3.71
3.	Fremont Health	13,541,294	966,674	2.71
4.	Fremont Beef	13,331,055	895,308	2.51
5.	Fremont Public Schools	8,004,263	833,393	2.34
6.	Americold Logistics	8,972,640	613,791	1.72
7.	Midland University	6,739,691	595,995	1.67
8.	Farley Metals	3,482,640	360,012	1.01
9.	Oil Gear	4,000,320	320,804	0.90
10.	WalMart	4,172,160	273,366	0.77

The Water System

The City's water supply, the water quality of which currently meets all presently effective state and federal regulatory requirements, is provided by thirteen wells of generally 80 to 100 feet in depth. Water treatment is minimal and includes chlorine and fluoride treatments. Total water storage capacity is five million gallons. The system's maximum pumping capacity is 19,800 gallons per minute, or 28.5 million gallons per day. A twelve month rolling average daily consumption is 4.6 million gallons per day with peak capacity of 17 million gallons per day. All retail customer services are metered and billed monthly. The City increased the water rates effective November 1, 2018 per Ordinance 5351 passed August 29, 2017. The rates are as follows:

Customer Charge (based on meter size) (for all billings after November, 2018):

	Monthly Amount	
Meter Size	**Customer Charge Within City**	**Customer Charge Outside City**
5/8"	$ 11.40	$ 13.40
*3/4"	12.65	Not Available
1"	15.40	18.55
1-1/2"	26.50	32.00
2"	34.50	40.75
*3"	49.50	Not Available
4"	69.50	79.25
6"	127.50	145.25
8"	175.50	199.50

**Existing installations only*

Volume Charge

	Within City	**Outside City**
Residential Customer		
First 9 ccf	$0.868 per ccf	$1.028 per ccf
All additional ccf	$1.020 per ccf	$1.179 per ccf

Commercial Customer		
First 100 ccf	$1.144 per ccf	$1.242 per ccf
Next 900 ccf	$1.057 per ccf	$1.155 per ccf
All additional ccf	$1.007 per ccf	$1.027 per ccf

Industrial/Large Volume

	Within City	**Outside City**
Customer Charge	$18,000.00 per month	$19,800.00 per month

Volume Charge		
First 20,000 ccf	$0.000 per ccf	$0.000 per ccf
Next 20,000 ccf	$0.790 per ccf	$0.869 per ccf
Over 40,000 ccf	$0.650 per ccf	$0.715 per ccf

Customers – Water System

Fiscal Year Ended September 30

	2013		2014		2015	
	No. of Customers	% of Revenues	No. of Customers	% of Revenues	No. of Customers	% of Revenues
Industrial/Commercial	1,397	32.1	1,471	33.4	1,486	33.6
Residential	9,727	67.9	9,734	66.6	9,739	66.4

	2016		2017	
	No. of Customers	% of Revenues	No. of Customers	% of Revenues
Industrial/Commercial	1,492	34.0	1,504	34.3
Residential	9,776	66.0	9,839	65.7

Major Customers – Water System

(Fiscal Year Ended September 30, 2016)

	Customer	Usage (CCF)	$ Revenues	% of Revenues
1.	ADM	88,064	86,273	2.65
2.	Land O Lakes Purina	29,917	34,337	1.06
3.	Fremont Beef	29,294	31,389	0.97
4.	Midland University	28,453	41,180	1.27
5.	Fremont Health	27,907	35,993	1.11
6.	Meadowbrook	24,106	27,802	0.86
7.	Fremont Public Schools	23,693	36,304	1.12
8.	Mid Am Truck Wash	23,027	27,285	0.84
9.	Oil Gear	13,897	15,979	0.49
10.	Americold	9,352	11,474	0.35

(Fiscal Year Ended September 30, 2017)

	Customer	Usage (CCF)	$ Revenues	% of Revenues
1.	ADM	60,335	60,287	1.79
2.	Midland University	35,845	49,084	1.46
3.	Fremont Public Schools	37,122	42,555	1.27
4.	Fremont Health	33,078	42,178	1.26
5.	Fremont Beef	33,792	37,318	1.11
6.	Land O Lakes Purina	24,802	29,112	0.87
7.	Meadowbrook	26,226	30,078	0.90
8.	Mid Am Truck Wash	23,538	28,076	0.84
9.	Oil Gear	24,811	27,556	0.82
10.	Americold	8,350	10,395	0.31

The Sewer System

The City's sewer system consists of 140 miles of various-sized collection lines and 22 lift stations. The primary treatment plant was constructed in 1965. Secondary treatment with activated sludge and anaerobic digestion was added in 1975. Modifications were completed at the plant in 2003 to make the plant comply with state and federal regulations, and increase the solids handling capabilities included: a new air dissolved flotation system, new trickling filters, increased digester capacity to double the solids handling capability, addition of centrifuges for sludge processing and the addition of ultra violet disinfecting equipment.

In 2017, the City commenced a $40 million major renovation, expansion and upgrading of the City's wastewater treatment facilities, in part to comply with state and federal environmental protection regulations. This project includes upsizing of anaerobic settling tanks to comply with ammonia limits, construction of anaerobic lagoons and a gas scrubber to convert the resultant methane into natural gas is expected to be complete in the summer of 2019. The City's sanitary sewer system and wastewater treatment plant complies with all state and federal rules, regulations and guidelines. The facility is adequate to provide proper sewage treatment for the City of Fremont until the year 2040.

The City sewer rates were effective November 1, 2015 per Ord 5352. The rates are as follows:
Customer Charge (based on meter size)

	Monthly Amount		
Meter Size	**Residential Within City**	**Commercial Within City**	**All Accounts Outside City without a contract**
5/8"	$9.55	$9.38	$11.55
*3/4"	9.55	10.20	11.55
1"	9.55	10.83	11.55
1-1/2"	12.09	12.09	14.09
2"	12.87	12.87	14.87
*3"	18.42	18.42	20.42
4"	20.33	20.33	22.33
6"	24.20	24.20	26.20
8"	25.72	25.72	27.72

**Existing installations only*

Volume Charge

	Within City	**Outside City**
First 6,000 ccf	$1.24 per ccf	$1.44 per ccf
All additional ccf	Special contract required	Special contract required

Industrial/Large Volume

The net monthly unit costs for determining surcharges and volume charges for large customers of the Municipal Sewerage System discharging high strength wastewater as outlined in Chapter 3, Article 2, Section 3-207 of the Municipal Code with special contracts shall be as follows:

Customer Charge	(based upon meter size above)
Monthly Volume Charge:	$1.1440 /ccf
BOD Charge:	$0.120 /lb over 250 mg/l
Suspended Solids Charge:	$0.195 /lb over 275 mg/l
Grease Charge:	$0.248 /lb over 120 mg/l

Fiscal Year Ended September 30

	2013		2014		2015	
	No. of Customers	% of Revenues	No. of Customers	% of Revenues	No. of Customers	% of Revenues
Industrial/Commercial	1,233	54.8	1,273	55.8	1,246	61.1
Residential	9,559	45.2	9,568	44.2	9,572	38.9

Fiscal Year Ended September 30

	2016		2017	
	No. of Customers	% of Revenues	No. of Customers	% of Revenues
Industrial/Commercial	1,286	60.4	1,315	62.8
Residential	9,630	39.6	9,675	37.2

Major Customers – Sewer System

(Fiscal Year Ended September 30, 2016)

	Customer	Usage (CCF)	$ Revenues	% of Revenues
1.	Hormel Foods	571,165	1,743,164	34.95
2.	City of Valley	175,595	305,500	6.13
3.	City of Arlington	74,723	127,389	2.55
4.	ADM	46,491	57,801	1.16
5.	Land O Lakes Purina	28,850	48,578	0.97
6.	Midland University	28,359	39,023	0.78
7.	Fremont Health	23,998	31,216	0.63
8.	Mid Am Truck Wash	23,027	60,416	1.21
9.	Fremont Beef	15,582	31,035	0.62
10.	Fremont Public Schools	15,097	20,826	0.42

Major Customers –Sewer System

(Fiscal Year Ended September 30, 2017)

	Customer	Usage (CCF)	$ Revenues	% of Revenues
1.	Hormel Foods	608,437	2,062,882	38.17
2.	City of Valley	189,319	322,202	5.96
3.	City of Arlington	63,834	108,878	2.01
4.	Mid Am Truck Wash	24,231	75,455	1.40
5.	Land O Lakes Purina	24,619	62,516	1.16
6.	Midland University	34,200	46,129	0.85
7.	ADM	36,795	45,870	0.85
8.	Fremont Beef	31,458	42,693	0.79
9.	Fremont Health	27,442	35,652	0.66
10.	Fremont Public Schools	16,448	22,761	0.42

The Gas System

Prior to 1984, the City's natural gas distribution system was owned and operated by Freeport McMoran, an investor-owned company. Since the City's acquisition of its natural gas distribution system, the system has been operated as a separate system within the Department of Utilities under the general oversight of the Utility and Infrastructure Board appointed by the City Council. The natural gas system is a retail distribution system and the City does not own or operate any natural gas wells or production facilities.

The City currently has a wholesale uninterruptible base load natural gas supply ongoing agreement with BP Canada Energy Marketing Corp., which among other things provides that they will provide a minimum demand of natural gas.

The City also has a thirty-year gas pre-purchase contract for gas supply with Central Plains Energy Project #3 entered into in April of 2012, where the City purchases a portion of its gas each month at a set discount below the first of the month index. The City receives about 20% of its gas from 2012 to 2022 at a $0.20 discount per MMBtu below index and about 25% of its gas from 2022 to 2042 at a $0.50 discount per MMBtu below index. In addition, the City has a thirty-year gas pre-purchase contract for gas supply with Public Energy Authority of Kentucky beginning April 2019 at a $0.25 discount per MMBtu below index. The City will receive about 20% of its gas from this contract.

In September 2018, the City entered into a thirty-year gas pre-purchase contract for gas supply with Central Plains Energy Project #4, where the City purchases a portion of its gas each month at a set discount below the first of the month index. During the initial rate period, the minimum discount will be $0.35 per MMBtu below index, with subsequent rates having a $0.25 per MMBtu minimum discount.

The City also may from time to time hedge a portion of its natural gas supply. Delivery of the gas and related transmission facilities are owned by and provided by Northern Pipeline. All retail customer services are metered and billed monthly. The last rate increase was December 1, 2006; however, slight rate adjustments (that yielded no net increase) were made to the rates in November 2015. The rate schedule includes a PGA that adjusts billing for the wholesale cost of gas, which can be subject to substantial fluctuations. The rates are as follows:

	Residential	**Firm Commercial**	**Interruptible Commercial**
Customer Charge	$9.50/month	$14.00/.month	$45.00/.month
Volume charge	$0.777 per ccf	$0.770 per ccf	$0.642 per ccf
Curtailment Penalty			
Non-critical day	-	-	$8.75 per Mcf
Critical day As called by Northern Natural Gas Company	-	-	$113.00 per Mcf

Residential and Firm Commercial rate classes are subject to a Purchase Gas Adjustment (PGA) and a Transportation Cost Adjustment (TCA)

Customers – Gas System

	Fiscal Year Ended September 30					
	2013		2014		2015	
	No. of Customers	% of Revenues	No. of Customers	% of Revenues	No. of Customers	% of Revenues
Industrial/Commercial	1,238	61.8	1,267	61.5	1,274	61.9
Residential	9,621	38.2	9,617	38.5	9,721	38.1

	Fiscal Year Ended September 30			
	2016		2017	
	No. of Customers	% of Revenues	No. of Customers	% of Revenues
Industrial/Commercial	1,282	64.3	1,332	64.8
Residential	9,641	35.7	9,715	35.2

Major Customers –Gas System

(Fiscal Year Ended September 30, 2016)

	Customer	Usage (ccf)	$ Revenues	% of Revenues
1.	Hormel	4,705,957	1,649,127	14.76
2.	ADM	3,962,196	1,336,680	11.96
3.	Fremont Health	564,690	228,279	2.04
4.	Land O lakes Purina	561,472	290,279	2.60
5.	Midland University	338,422	150,147	1.34
6.	Fremont Public Schools	221,256	98,399	0.88
7.	Farley Metal	186,360	74,888	0.67
8.	YMCA	134,384	50,892	0.46
9.	Fremont Beef	107,532	55,914	0.50
10.	Jayhawk Boxes	83,290	40,157	0.36

Major Customers –Gas System

(Fiscal Year Ended September 30, 2017)

	Customer	Usage (ccf)	$ Revenues	% of Revenues
1.	Hormel	4,777,714	2,028,305	16.32
2.	ADM	4,002,005	1,638,468	13.18
3.	Land O lakes Purina	580,594	332,779	2.68
4.	Fremont Health	608,396	278,419	2.24
5.	Midland University	304,039	158,922	1.28
6.	Fremont Public Schools	202,794	114,986	0.92
7.	Farley Metal	190,450	87,509	0.70
8.	Fremont Beef	129,843	74,427	0.60
9.	YMCA	98,171	57,232	0.46
10.	Jayhawk Boxes	76,943	45,78	0.37

SUMMARY STATEMENT OF REVENUES AND EXPENSES

Enterprise Funds – Department of Utilities Funds – Department of Utilities

The following summary table has been extracted from the Financial Statements of the City of Fremont, Nebraska, for each of the referenced fiscal years ended September 30, as prepared by the City's independent certified public accountants. This summary should be read in conjunction with the complete Financial Statements together with the auditor's report and notes to financial statements appearing in Appendix A.

	(UNAUDITED) 2018	**2017**	**2016**	**2015**	**2014**
Total Revenues	$67,200,652	$62,530,925	$57,236,539	$58,860,876	$61,384,453
Operating Expenses	45,216,746	40,925,838	40,486,467	40,638,616	45,334,743
Net Revenues	$21,983,906	$21,605,087	$16,750,072	$18,222,260	$16,049,710

Historical Pro Forma Avg. Debt Service Coverage-Outstanding Debt including this issue:

(UNAUDITED) 2018	**2017**	**2016**	**2015**	**2014**
3.06x	3.01x	2.33x	2.54x	2.23x

Combined Revenue Bonds $100,825,000

Avg. Annual Payment on all Combined Utility Bonds $ 7,183,563

ANNUAL DEBT SERVICE

The following table sets forth the total annual debt service payments for the City's currently outstanding Combined Utilities Revenue Bonds and this issue of Bonds.

F/Y Ending Sept. 30	Outstanding Parity Bonds	Series 2020 Bonds Principal	Series 2020 Bonds Interest	Series 2020 Bonds Total	Combined Debt Service
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
Total					

ENVIRONMENTAL MATTERS

The City of Fremont and its utilities are subject to extensive and evolving environmental laws and regulations enacted in response to growing public concern over environmental issues. The regulations are administered and enforced by the United States Environmental Protection Agency ("EPA"), the Nebraska Department of Environmental Quality ("NDEQ") and the Nebraska Department of Health and Human Services ("NDHHS").

Electric System. The primary potential environmental legislative measure impacting the Electric System is the status of the federal Clean Air Act ("CAA"). The legislation and implementing regulations impose monitoring and reporting requirements as well as limitations on airborne emissions that are imposed through permits. Heavy penalties and fines may be levied for any non-compliance with regulations or permit conditions. The Generating Station is believed to be in compliance with all requirements of its current CAA ("Title V") operating permit. Recent and pending EPA regulatory actions will impact the Generating Station which uses coal as its energy source.

Potential EPA and NDEQ CAA regulations governing "greenhouse" gas emissions, including carbon dioxide, also impact the Electric System. Additional monitoring equipment has been installed and procedures have been implemented to comply with "greenhouse" gas emission reporting requirements. Depending on the results of emissions monitoring and the ultimate outcome of the ongoing regulatory processes, the Electric System may be required to offset Unit 8 CO2 emissions with zero CO2 emission energy. As a result, the City has entered into a purchased power agreement with Cottonwood Wind Project LLC for 40 megawatts of wind energy, which should provide adequate zero CO2 emission energy under this rule. Permanent conversion to natural gas would render obsolete a significant portion of the Generating Station's equipment that is designed for coal-fired operations.

The Electric System is also impacted by the federal Clean Water Act ("CWA") and by the National Pollutant Discharge Elimination System ("NPDES") regulations. The EPA has delegated to NDEQ the responsibility for evaluating applications and issuing NPDES permits regulating the discharge of effluent into the waters of the State. The City holds an NPDES permit for the discharge of condenser cooling water from its Generating Station. The Electric System has not experienced any material difficulties in meeting the conditions of these permits.

Coal ash produced at the Generating Station is disposed in an on-site licensed landfill (monofill). A new permit was issued by NDEQ in May 2016. The monofill is believed to be in compliance with the requirements of the current permit.

Drinking Water. The primary measures impacting the City's municipal water system are the federal Safe Drinking Water Act ("SDWA") and the Nebraska Safe Drinking Water Act. These laws established a program requiring compliance with national drinking water standards for contaminants that may have an adverse effect on the health of persons. Periodic tests of all water sources as well as tests of tap water are required. Regulations adopted by the EPA and NDHHS under these laws also establish standards and requirements for the design, construction, upgrade and operation of the City's municipal water system. The City of Fremont utilizes well water and disinfection treatment to meet all current standards and requirements. Low levels of arsenic occur naturally in groundwater at many locations including Fremont's well water. Testing of the City's water supply indicates a level of approximately 6 parts per billion, a permissible level under the current regulatory limitation of 10 parts per billion. If the levels of arsenic should change or if the SDWA drinking water standard for arsenic is lowered due to legislative or regulatory action, the City believes that it can achieve compliance through additional treatment at existing treatment points, and it does not anticipate that significant additional investments in treatment plant facilities will be required to achieve compliance.

Wastewater. The City operates a sewage system and Wastewater Treatment Plant ("WWTP") that is subject to regulation under the CWA. The current WWTP NPDES permit expires in 2019. NDEQ has issued a

Compliance Order on March 31, 2016, ordering the WWTP to submit plans and specifications for approval for upgrades and improvements to the existing plant by March 31, 2017. The City must complete construction and place into service approved upgrades by November 1, 2019. The City has contracted with HDR, Inc. to conduct an evaluation of treatment methods to meet the NDEQ compliance order and new NDEQ requirements. The estimated cost for the upgrades is $20-30 million.

The City also operates storm sewers and discharges stormwater into several watercourses. NDEQ has classified the City as a small Municipal Separate Storm Sewer System ("MS4") under CWA regulations. The City has provided NDEQ with a notice of intent stating that the City will comply with the NPDES regulations. Recently the City submitted a Stormwater Management Plan for NDEQ approval. The cost to the City of meeting the requirements of an NPDES stormwater permit, including implementation of the Stormwater Management Plan, are estimated to range between $50,000 and $75,000 per year initially. Such costs may increase in future years.

Landfills. The federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("Superfund Law"), as amended, impacts the City in several ways. Liability for investigation and cleanup of contaminated sites under CERCLA does not depend on fault and may be founded on the ownership of a previously contaminated site or on the disposal or arranging for disposal of even very small amounts of hazardous substances. More than 20% of the sites on the Superfund National Priority List involve past or current landfills.

The City is the current owner of the site of a former coal or oil gasification plant. This property was acquired as part of the acquisition of the natural gas distribution system and has been examined by the EPA. Former oil or coal gasification plants have frequently been determined to contain hazardous residues from the process of producing gas. If directed by the EPA or the NDEQ, the City will be responsible for cleanup of the property in accordance with federal and state law, and there may be no recourse available against the prior owner or owners responsible for any contamination.

In addition, the City has experienced certain problems in connection with polychlorinated biphenyls ("PCB"). Such substance has been declared hazardous by the United States Environmental Protection Agency. PCB's were widely used in transformers and capacitors as insulating material. Although restricted use is still permitted, Fremont has undertaken a program to eliminate use of PCB in connection with the Electric System. Removal, storage and disposal of PCB materials are documented in accordance with EPA regulations. Prior to 1988 the Electric System shipped PCB materials to Rose Chemicals in Holden, Missouri. At the time Rose Chemicals was a licensed disposal facility used by over 600 waste generators. After accumulating 23 million pounds of PCB waste, the persons running Rose Chemicals abandoned the site, and it was classified by the EPA as a Superfund site. A group of the major PCB generators formed the Rose Chemicals Steering Committee. This group contracted with Clean Sites, Inc. to accomplish the cleanup. In 1988, the Steering Committee offered small-quantity generators an EPA-approved settlement option. The City of Fremont accepted the settlement and believes that the matter is resolved for practical purposes although the agreement contains certain contingent provisions.

FINANCIAL STATEMENT
CITY OF FREMONT

Taxable Valuation (2018-19)	$1,575,993,660
General Obligation Debt	
Series 2017 Swimming Pool Refunding Bonds	2,485,000
Total	2,485,000
Ratio of Direct Debt to Taxable Valuation	0.16%
Revenue Debt	
Series 2012 Combined Utilities Revenue Refunding Bonds	15,450,000
Series 2013 Combined Utilities Revenue Bonds	7,570,000
Series 2014A Combined Utilities Revenue Refunding Bonds	1,750,000
Series 2014B Combined Utilities Revenue Bonds	31,615,000
Series 2015 Combined Utilities Revenue Refunding Bonds	2,675,000
Series 2016 Combined Utilities Revenue Refunding Bonds	1,765,000
Series 2018 Combined Utilities Revenue Bonds	40,000,000
Total Revenue Bonds	100,825,000
Other Debt by Issuer (as of 9/30/17)	
Lease purchase contract for radio system and radios	$1,356,353
Note payable to Nebraska Department of Aeronautics	12,250
Total Other Debt	1,368,603
Overlapping and Underlying Debt:	
Dodge County	
Taxable Valuation (2018-19)	$4,198,969,964
General Obligation Debt Outstanding	-0-
Dodge County School District No. 0001	
Taxable Valuation (2018-19)	$2,053,991,506
General Obligation Debt Outstanding	37,485,000
(76.73% app. to City)	28,762,241
Total Direct and Overlapping G.O. Debt	$31,247,241
Ratio of Direct and Overlapping Debt to Taxable Valuation	1.98%
Fremont Population (2010 Census)	26,397
Dodge County Population (2010 Census)	36,691

In 2011, the City's community development agency issued $600,000 of tax increment revenue bonds payable from an increment in taxable value with respect to specific property and also payable from a limited tax levy.

THE CITY

The City of Fremont is the county seat of Dodge County and is located in the east-central portion of the state, 35 miles west of the Missouri River. Fremont is 35 miles northwest of Omaha and 50 miles north of Lincoln. Fremont is a city of the first class under the Nebraska statutes. It is organized under the Mayor-Council Plan as provided for under such statutes. Day-to-day operations are run by the City Administrator, who is appointed by the Mayor and approved by the City Council.

The City has 135 employees and 142 Department of Utilities employees.

City officials are as follows:

Scott Getzschman	Mayor
Scott Schaller	President of Council
Michael Kuhns	Council Member
Linda McClain	Council Member
John Anderson	Council Member
Mark Legband	Council Member
Steven Landholm	Council Member
Susan Jacobus	Council Member
Matt Bechtel	Council Member
Brian Newton	City Administrator
Troy Schaben	Asst. City Administrator/Utilities
Shane Wimer	Asst. City Administrator/City
Tyler Ficken	City Clerk
Jody Sanders	Treasurer/Director of Finance
McGrath North Mullin & Kratz, PC LLO	City Attorney

The City maintains certain employee benefit plans for the employees of various City departments. See the City's Audited Financial Statements included in Appendix A.

SUMMARY OF ORDINANCE

Certain provisions of the Ordinance are summarized elsewhere. Summaries of the provisions of the Ordinance as contained in this Official Statement are to be considered as summaries only and are subject to reference to the Ordinance itself. Copies of the Ordinance are available through the office of the City Clerk of Fremont and from Piper Sandler & Co., at its office at 233 South 13th Street, Lincoln, NE 68508. In addition to the provisions summarized elsewhere, the Ordinance provides for the following:

Application of Revenues

The Ordinance designates a separate special fund of the City known as the "Fremont Combined Utilities Fund." All revenues of the Combined Utilities are to be credited to this fund. The revenues in such fund are to be credited monthly to the following accounts: (1) Operation and Maintenance Account; (2) Bond Payment Account; (3) Debt Service Reserve Account; (4) Surplus Account.

Operation and Maintenance Account-The Ordinance requires monthly credits to the Operation and Maintenance Account in amounts sufficient to cover the necessary expenses of operating and maintaining the Combined Utilities.

Bond Payment Account-After making the required monthly credits to the Operation and Maintenance Account, the City has agreed to make monthly credits to the Bond Payment Account in amounts sufficient to cover the payments of principal and interest on the Outstanding Parity Bonds, the Bonds, and any Additional Bonds as the same fall due. The City Treasurer is to withdraw monies credited to the Bond Payment Account and transfer them to the respective paying agents or direct payee for the Outstanding Parity Bonds, the Bonds, and any Additional Bonds at the appropriate times. If monies in the Bond Payment Account are insufficient for such purpose, the necessary funds are to be withdrawn first from the Debt Service Reserve Account and next from the Surplus Account. In the event that Additional Bonds equal in lien to the Outstanding Parity Bonds and the Bonds are issued, the ordinance authorizing such Additional Bonds must provide for appropriate additional credits to the Bond Payment Account.

Debt Service Reserve Account-Within the Debt Service Reserve Account there has been and shall be established separate sub-accounts for the Outstanding Parity Bonds, the Bonds and such sub-account may be established for each series of Additional Bonds. Upon issuance of the Bonds, there shall be deposited $_____* into the Series 2020 Debt Service Reserve Sub-account from funds of the City held in the Debt Service Reserve Sub-account for the Refunded Bonds. Monies in the Debt Service Reserve Account, but only from the designated sub-account for a specific issue, are to be applied to prevent any default in payments due on Outstanding Parity Bonds, the Bonds and any Additional Bonds, as the case may be, in the event that there are not sufficient monies available for such purpose in the Bond Payment Account established by the Ordinance. In the event that monies are withdrawn from the Series 2020 Debt Service Reserve Sub-Account, but subject to allocation among other sub-accounts in the Debt Service Reserve Account as described in the Ordinance, all revenues of the Combined Utilities remaining after making the payments required to be made to the Operation and Maintenance Account and to the Bond Payment Account are to be credited to the Series 2020 Debt Service Reserve Sub-Account until the balance in such account has been restored to the then required amount. In the event that Additional Bonds are issued, the amount to be maintained in the Debt Service Reserve Account, in a separate sub-account for such Additional Bonds shall be set at an amount not more than 1.20 times the Average Annual Debt Service Requirements for such issue of Additional Bonds, and in an amount as determined appropriate by the Mayor and Council in connection with any such issue of Additional Bonds (which may be $-0-). Additional amounts may be provided for by deposit or by monthly credits from revenues. Each sub-account in the Debt Service Reserve Account shall be held solely for the specific issue for which it is established. In the event of withdrawal from any such sub-

* Preliminary, subject to change

account which results in the amount in such sub-account being deficient to meet the required balance, available amounts for restoring sub-account balances shall be credited to each deficient sub-account on a pro rata basis in accordance with the respective outstanding principal amounts for those issues for which the respective sub-accounts are then deficient. When the Outstanding Parity Bonds, the Bonds or any issue of Additional Bonds for which a sub-account has been established is no longer outstanding, the particular sub-account for such issue shall no longer be required to be maintained. The maximum amount required to be maintained in the various sub-accounts within the Debt Service Reserve Account shall not exceed the maximum amount permitted to be invested without yield restriction under the regulations of the United States Treasury Department relating to Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended.

Surplus Account-After making all necessary monthly credits to the Operation and Maintenance Account, the Bond Payment Account and the Debt Service Reserve Account, all remaining monies credited to the Fremont Combined Utilities Fund are to be credited to the Surplus Account. Monies in the Surplus Account may be applied to make up any deficiencies in any of the preceding accounts, to redeem the Outstanding Parity Bonds, the Bonds, or Additional Bonds prior to maturity, to pay any junior lien indebtedness incurred with respect to the Combined Utilities or to provide for any other lawful purpose of the City determined by the Mayor and Council.

Rate Covenant

In the Ordinance the City agrees to establish and collect rates and charges sufficient at all times (1) to pay principal of and interest on the Outstanding Parity Bonds, the Bonds, and any Additional Bonds; (2) to pay all necessary costs of operation and maintenance for the Combined Utilities; (3) to provide funds sufficient to make required credits to the various accounts maintained under the Ordinance; (4) to maintain Net Revenues, as defined, in each fiscal year in an amount not less than 1.20 times the total amount of principal and interest falling due during such fiscal year on the Outstanding Parity Bonds, the Bonds, and any Additional Bonds. Net Revenues for purposes of the Ordinance are defined as the gross revenues of the Combined Utilities, including investment income, but not including income from the sale of any property belonging to the Combined Utilities, less the ordinary expenses of operating and maintaining the Combined Utilities. For such purpose, operation and maintenance expenses do not include depreciation, amortization, or interest on any bonds or other indebtedness.

Additional Bonds

Additional Bonds having equal status with Outstanding Parity Bonds, the Bonds, and any Additional Bonds then outstanding may be issued upon compliance with certain terms set forth in the Ordinance. Such Additional Bonds may be issued to provide funds for any purpose related to the Combined Utilities or to refund the Outstanding Parity Bonds, the Bonds, or any Additional Bonds. Additional Bonds, except for refunding purposes, may be issued upon compliance with the following conditions:

1. The Additional Bonds must be issued pursuant to an ordinance which provides for an increase in the monthly credits to the Bond Payment Account sufficient to pay principal and interest on the Outstanding Parity Bonds, the Bonds, and all Additional Bonds to be outstanding and for any monthly credits to the Debt Service Reserve Account.

2. The City shall comply with one or the other of the following two conditions:

a. The Net Revenues, as defined in the Ordinance, of the Combined Utilities for the fiscal year next preceding the issuance of Additional Bonds (which revenues are to be based upon audited information unless such information is not yet available, in which case such information may be based upon a report as to audited information and the next prior fiscal year's results) shall have been at least equal to 1.25 times the Average Annual Debt Service Requirements of the Outstanding Parity Bonds, the Bonds, and any Additional Bonds, all as then outstanding, and

of the proposed Additional Bonds; or

b. The City shall have received a projection made by an independent consulting engineer of recognized standing, showing that the Net Revenues, as defined in the Ordinance, in each of the three full fiscal years after the issuance of the proposed Additional Bonds will be at least equal to 1.25 times the Average Annual Debt Service Requirements of the Outstanding Parity Bonds, the Bonds, and any Additional Bonds, all as then outstanding, and of the proposed Additional Bonds.

Additional Bonds may be issued for refunding purposes without compliance with the Net Revenues tests described above, but if any Outstanding Parity Bonds, Bonds, or Additional Bonds are to remain outstanding after such issuance, the principal payments may not be increased in any fiscal year in which such remaining bonds will remain outstanding. Additional Bonds may also be issued for refunding purposes and the Outstanding Parity Bonds, the Bonds, or Additional Bonds may remain outstanding after their issuance provided that the Net Revenues of the Combined Utilities for the fiscal year next preceding the issuance of such Additional Bonds shall have been at least equal to 1.25 times the Average Annual Debt Service Requirements of the Outstanding Parity Bonds, the Bonds, and all Additional Bonds which are to be outstanding after such issuance. For such purposes, when the bonds which are to be refunded are not to be paid or discharged at the time of such issuance of the refunding bonds, the refunding bonds must provide by their terms that they shall be junior in lien to the Outstanding Parity Bonds, the Bonds, and Additional Bonds which are to remain outstanding until the time of such payment or discharge. For purposes of determining Average Annual Debt Service Requirements, debt service due on the refunding bonds shall be excluded from the computation to the extent that it is payable only from Surplus Account monies or from sources other than the revenues of the Combined Utilities (such as bond proceeds held in escrow or investment earnings thereon) and debt service on the bonds which are to be refunded for the period after the time set for their payment or discharge shall also be excluded.

The Ordinance permits the combining of additional utilities with the Combined Utilities in connection with the issuance of Additional Bonds. In connection with any such combining, the net revenues of the additional utility may be taken into consideration for establishing compliance with the tests for issuance. The revenues of the additional utility must be pledged for all of the revenue bonds to be outstanding after issuance of any such Additional Bonds and combining of any such additional utility.

The pledge of the Revenues and earnings of the combined utilities provided for in the Ordinance for the Bonds and the Outstanding Parity Bonds, subject to the right of the City to issue Additional Bonds as provided in this Ordinance, is intended as a first and prior pledge of such revenues and earnings for the payment of principal and interest of the Bonds and the Outstanding Parity Bonds, superior to any pledge or promise made with respect to any other indebtedness of the City as to its Combined Utilities and is intended to be a full exercise of the powers of the City provided for in Sections 18-1803 to 18-1805 with respect to its Combined Utilities.

Additional Covenants of the City

The Ordinance provides for the following additional agreements on the part of the City: 1) to maintain the Combined Utilities in a reasonable and efficient manner; 2) not to grant any franchise or right to any person, firm or corporation to own or operate a utility system or systems in competition with the Combined Utilities; 3) to maintain insurance on the properties constituting the Combined Utilities (other than such portions of the Combined Utilities as are not normally insured) against risks customarily carried by similar utilities in an amount which would enable the City to repair, restore or replace the property damaged; 4) to keep proper books, records and accounts and to provide for an annual audit by a firm of certified public accountants; 5) to provide for appropriate fidelity bonds on persons handling the revenues of the Combined Utilities.

Defeasance

The Ordinance provides that the lien of the Bonds may be discharged by deposit with the Registrar or with a national or state bank having trust powers of monies or "Deposit Securities," as defined, payable at such times and bearing interest sufficient in amount to fully provide for the payment of such bonds. The term "Deposit Securities" is defined to include obligations of the United States, direct or guaranteed.

Amendments

The Ordinance may be amended with the written consent of the holders of two-thirds in principal amount of the Bonds then outstanding, provided that neither the principal and interest to be paid upon any bond nor the maturity date of any bond may be changed without the consent of all bondholders affected by such change. The Ordinance permits amendments necessary to cure any ambiguity or formal defect without bondholder consent.

Remedies

The holder of any Bond may enforce or compel performance of any and all acts and duties required by the Ordinance and the City has agreed that any court of competent jurisdiction may, upon application of such holder, appoint a receiver to take charge of the Combined Utilities and operate the Combined Utilities and apply the revenues to the payment of principal and interest on the Bonds, the Outstanding Parity Bonds and any Additional Bonds in accordance with the terms of the Ordinance. The rights and remedies of the registered owners of the Bonds are subject to the limitations on enforceability provided for in the United States Bankruptcy Code, to other laws relating to insolvency proceedings and creditors' rights and to judicial discretion as exercised in appropriate cases.

BONDHOLDERS' RISKS

Prospective investors should carefully consider the risk factors set forth below and the other information included in this Official Statement. The risks described below are not the only risks that the City faces and the following discussion of risk factors is not, and is not intended to be, exhaustive. Additional risks and uncertainties not currently known to the City or that it currently believes are immaterial may also impair its operations. Any of these risks may have a material adverse effect on the City's financial condition or the revenues of the City's Combined Utilities. In such a case, bondholders may lose all or part of their investment in the Bonds.

1. Limitation of Rights Upon Insolvency. The United States Bankruptcy Code enables debtors, including cities, which are insolvent to obtain relief through petition and plan which may result in the modification or delay of payments to creditors, including bondholders. In the event of any insolvency upon the part of the City, the holders of the City's general obligation bonds would be treated as general creditors of the City along with other unsecured claimants. In the event of any insolvency upon the part of the City, the holders of the Bonds and the Outstanding Parity Bonds, would be limited to payment from the pledged revenues of the Combined Utilities. Procedures under the Bankruptcy Code or other insolvency laws could result in delays in payment even if revenues of the Combined Utilities remained sufficient to make payments of principal and interest as the same fell due. The extent to which the exception from limitations upon overall tax rates provided for in existing legislation, including the Tax Limitations and the Budget Limitations (see "NEBRASKA DEVELOPMENTS RELATED TO BUDGETS AND TAXATION"), or pledge of future revenue streams, as applicable, might entitle bondholders to be treated as a separate class or otherwise given priority over other unsecured claimants is a matter that would be subject to future determinations of Nebraska state and federal courts interpreting and applying both state law and the United States Bankruptcy Code. Procedures under the Bankruptcy Code or other insolvency laws could result in delays in payment and modifications of payment rights. The State of Nebraska has authorized its political subdivisions to seek relief under the United States Bankruptcy Code by statute.

2. Nebraska Developments Related to Budgets and Taxation. The Nebraska Legislature has taken actions designed to reduce the reliance of local governmental units on property taxation, see "NEBRASKA DEVELOPMENTS RELATED TO BUDGETS AND TAXATION."

3. Reduced Nebraska State Tax Revenues. The State of Nebraska, like many other states, has recently experienced decreased collections of revenues relating to general economic conditions as they impact enterprises in Nebraska. Such decreased collections have resulted in lower forecasts of revenues for budgeting purposes for the State. In response to this change in revenue receipts certain changes have been made by the Legislature, including elimination of certain state aid to local governmental units. Further reductions in state expenditures affecting political subdivisions such as the City are likely to be considered from time to time as the current economic downturn continues. Legislation affecting the taxing powers of political subdivisions, particularly with respect to occupation taxes, is also under consideration. The economic downturn also impacts sales tax receipts and may have a delayed impact on determinations of valuations for local property taxes.

4. Proposed Tax Legislation and Budget Proposal. The White House has from time to time released legislative and budget proposals that would, among other things, subject interest on tax-exempt bonds (including the Bonds) to federal income tax for taxpayers with incomes above certain thresholds. Additional proposals affecting tax-exempt interest are currently being considered which could subject interest on tax-exempt bonds to federal income tax. It is not possible to predict whether these proposals, or other proposals with similar effects, will be enacted into law. If enacted into law, such proposals could affect the value or marketability of tax-exempt bonds (including the Bonds) and bondholders' tax liability. Prospective purchasers of the Bonds should consult their own tax advisors regarding the impact of any change in law on the Bonds. Prospective purchasers of the Bonds should consult their own advisors with respect to state and local tax consequences of owning the Bonds.

5. Infectious Disease Outbreak. On March 11, 2020, the World Health Organization proclaimed the Coronavirus (COVID-19) to be a pandemic. In an effort to lessen the risk of transmission of COVID-19, the United States government, state governments, local governments and private industries have taken measures to limit social interactions in an effort to limit the spread of COVID-19, affecting business activities and impacting global, state and local commerce and financial markets. The emergence of COVID-19 and the spread thereof is an emerging and evolving issue. As the federal, state, and local governments continue efforts to contain and limit the spread COVID-19 disease, future tax and other revenue collections may deviate from historical or anticipated collections and may have an adverse impact on the financial position and operations of the City and its ability to fund debt obligations, including the Bonds in accordance with its terms. The City is not able to predict and makes no representations as to the economic impact of the COVID-19 pandemic on the City or its financial position.

NEBRASKA DEVELOPMENTS RELATED TO BUDGETS AND TAXATION

The Nebraska Legislature has endeavored to reduce the level of property taxation and political subdivision expenditures in the State. The Legislature has, for such purposes, enacted legislation to provide for budget limitations and legislation requiring reductions in the rate of taxation for general property taxes.

Budget limitations relating to cities, villages, counties and other political subdivisions (Sections 13-518 to 13-522, R.R.S. Neb. 2012, as amended, and related sections, the "Budget Limitations") limit the growth in amounts which may be budgeted with respect to certain restricted funds. Restricted funds include (a) property taxes, (b) payments in lieu of property taxes, (c) local option sales taxes, (d) motor vehicle taxes, (e) state aid, (f) transfers of surpluses from user and other fees if the transfer funds a service or function not directly related to the fee or charge and (g) unexpended funds from the prior year budgeted for capital expenditures which are not expected to be spent for capital improvements. The limitation imposed does not apply to (a) restricted funds budgeted for capital improvements, (b) restricted funds expended from a

qualified sinking fund for acquisition or replacement of tangible personal property, (c) restricted funds pledged to retire bonded indebtedness or used to pay other financial instruments that are approved and agreed to before July 1, 1999, (d) restricted funds budgeted in support of a service which is the subject of an interlocal cooperation agreement, (e) restricted funds budgeted for repairs to infrastructure in the case of a declared disaster emergency and (f) restricted funds budgeted to pay for certain judgments. The Budget Limitations currently provide for a base limitation of 2.5% upon increases. Such base limitation is subject to review by the Nebraska Legislature from year to year. The base limitation may be exceeded by an additional 1% upon an affirmative vote of at least 75% of the governing body. These limitations are to be enforced through the office of the Auditor of Public Accounts of the State of Nebraska and state aid may be withheld from governmental units which fail to comply. The Budget limitations do not apply to amounts required to pay debt service on the Bonds.

Tax levy limitations (Section 77-3442, R.R.S. Neb. 2003, as amended, and related sections, the "Levy Limitations") provide for overall limitations on the property tax levies of political subdivisions, including cities. The Levy Limitations provide for an express exclusion from the limitations for property tax levies for bonded indebtedness. Under the Levy Limitations the rates for levying property taxes have been reduced for each type of governmental unit in the State of Nebraska. The rate for cities is set at 45¢ per $100 of taxable valuation with an additional 5¢ available for payments under interlocal cooperation agreements.

The future methods for providing for financing cities, schools and other local units may be altered depending upon future actions to be taken by the Nebraska Legislature, further decisions of the Nebraska Supreme Court and federal courts and future initiative petitions proposed by voters.

TAX EXEMPTION

Under the Internal Revenue Code of 1986, as amended, (the "Code") interest on the Bonds will not be includable in gross income for purposes of determining federal income taxes. Certain features of the Code with respect to interest on the Bonds are described in the following paragraphs.

1. The Bonds are not Private Activity Bonds. The Bonds are being issued for essential governmental purposes and will not be "private activity bonds" as described in the Code. In connection with the issuance of the Bonds, the issuer will certify that none of the proceeds of the Bonds will be used to acquire property for which any persons will be a user other than as a member of the general public under the terms of the Code. The issuer will also certify that none of the proceeds of the Bonds will be used to make or finance loans to any person. Because the Bonds will not be "private activity bonds", as described in the Code, they will not be subject to the alternative minimum tax.

2. The Bonds will not be Arbitrage Bonds under the Terms of the Code. In connection with the issuance of the Bonds, the issuer will certify certain of its expectations and anticipations with respect to the Bonds. Under certain circumstances, failure to pay rebates on a timely basis can result in a retroactive loss of tax-exempt status for bonds. Although the Code provides that the determination of whether or not a bond is an arbitrage bond is to be based upon reasonable expectations at the time of issuance, it also contains language which indicates that a bond is to be treated as an arbitrage bond "if the issuer intentionally uses any portion of the proceeds of the issue" to acquire higher yielding investments or replace funds which were used directly or indirectly to acquire such higher yielding investments. The Ordinance will include a covenant on the part of the issuer to take all actions necessary to preserve the tax-exempt status of interest on the Bonds under the Code.

3. Tax Consequences for Tax-exempt Interest Income Under Certain Other Provisions of Federal Tax Laws. Under the Code while interest on the Bonds is exempt as to taxpayers generally, such income may be taken into consideration for purposes of computing certain other taxes imposed. Investors with social security or railroad retirement income may have a tax imposed upon such social security or railroad

retirement income depending upon whether or not they have received tax-exempt income such as interest on the Bonds. Casualty and insurance companies will be required to take into consideration tax-exempt interest income in determining losses for certain purposes. Foreign corporations may be required to take into account interest on the Bonds in computing the branch profits tax under Section 884 of the Code. Certain S Corporations may also be required to take interest on the Bonds into consideration for certain federal income tax purposes. Taxpayers should consult with their own tax advisors concerning the consequences of investment in the Bonds.

4. Financial Institutions--Deductibility of Attributable Interest. Under the Code, financial institutions are not allowed to deduct any portion of the interest expense allocable to the acquisition or carrying of certain tax-exempt bonds acquired after August 7, 1986, unless such bonds have been designated by the issuer (or are "deemed designated") as "qualified tax-exempt obligations" under the provisions of Section 265 of the Code. Financial institutions considering a purchase of the Bonds are advised that the Ordinance authorizing the issuance of the Bonds contains the following provision:

> As and to the extent not determined to be "deemed designated" under Section 265(b)(3)(D) of the Code, the City hereby designates the Bonds as its "qualified tax-exempt obligations" under Section 265 (b)(3)(B)(i)(III) of the Internal Revenue Code of 1986, as amended, and covenants and warrants that it does not reasonably anticipate issuance of tax-exempt bonds or other tax-exempt obligations aggregating in principal amount more than $10,000,000 during the calendar year that the Bonds are issued, taking into consideration statutory exceptions relating to refunding issues. The City agrees to take all further actions, if any, necessary to qualify the Bonds herein authorized as such "qualified tax-exempt obligations," as and to the extent permitted by law.

5. Changes in Federal and State Tax Law. From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to above or adversely affect the market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds or the market value thereof would be impacted thereby. Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation. In such regard, see "BONDHOLDERS' RISKS – Proposed Tax Legislation" herein.

Baird Holm LLP, Omaha, Nebraska, as bond counsel, will render their opinion concerning the tax-exempt status of interest payable on the Bonds. Under existing laws interest on the Bonds is not subject to the Nebraska state income tax, except to the extent that it may be subject to federal income taxes.

TAX OPINION--STATE INCOME TAX

Baird Holm LLP, will render their opinion concerning the tax-exempt status of interest payable on the Bonds. Under existing laws, interest on the Bonds is not subject to the Nebraska state income tax except to the extent that such interest is subject to federal income taxes.

CONTINUING DISCLOSURE UNDERTAKING

In accordance with the requirements of Rule 15c2-12, as amended (the "Rule") promulgated by the Securities and Exchange Commission, the City, being the only "obligated person" with respect to the Bonds, agrees that it will provide the following continuing disclosure information to the Municipal Securities Rulemaking Board (the "MSRB") in an electronic format as prescribed by the MSRB:

(a) not later than seven (7) months after the end of each fiscal year of the City (the "Delivery Date"), commencing with the City's fiscal year ending September 30, 2020, financial information or operating data for the City generally consisting of the information set forth in the "Management's Discussion and Analysis" section of the City's annual financial statements ("Annual Financial Information");

(b) when and if available, audited financial statements for the City, which audited financial information shall be prepared on the basis of generally accepted accounting principles; and

(c) in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Bonds:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) modifications to rights of the holders of the Bonds, if material;

(8) bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar events of the City (this event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City);

(13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) incurrence of a financial obligation, if material, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a financial obligation, any of which affect security holders, if material; or

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation, any of which reflect financial difficulties.

(d) in a timely manner, notice of any failure on the part of the City to provide Annual Financial Information and the audited financial statements not later than the Delivery Date.

The City has not undertaken to provide notice of the occurrence of any other event, except the events listed above.

The City agrees that all documents provided to the MSRB under the terms of this continuing disclosure undertaking shall be provided for filing in such format and accompanied by such identifying information as shall be prescribed by the MSRB. The City reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information or the accounting methods in accordance with which such information is presented, to the extent necessary or appropriate in the judgment of the City, consistent with the Rule. The City agrees that such covenants are for the benefit of the registered owners of the Bonds (including Beneficial Owners) and that such covenants may be enforced by any registered owner or Beneficial Owner, provided that any such right to enforcement shall be limited to specific enforcement of such undertaking and any failure shall not constitute an event of default under the Ordinance. The continuing disclosure obligations of the City, as described above, shall cease when none of the Bonds remain outstanding.

City's Compliance with Existing Continuing Disclosure Undertakings

Under certain continuing disclosure undertakings, the City also agreed to provide the information set forth in the Introductory section and the Statistical section of the City's Comprehensive Annual Financial Report ("CAFR"). Instead of providing these sections of a CAFR, the City has provided a "Management's Discussion and Analysis" (the "MD&A") section as part of its audited financial statements during the five most recently completed fiscal years. The City believes that the MD&A section provides substantially the same information as would have been provided in the referenced sections of a CAFR. The City recently amended certain continuing disclosure undertakings for its outstanding bonds to remove the references to the Introductory section and the Statistical section of the City's CAFR and to replace it with a reference to the MD&A section. The City currently does not prepare and file with the MSRB a CAFR.

Any failure to comply with continuing disclosure undertakings must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market.

LITIGATION

No litigation is pending or, to the knowledge of the City, threatened in any court to restrain or enjoin the issuance or delivery of any of the Bonds or attacking in a material way the City's ability to charge rates and collect revenues from the Combined Utilities to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the Ordinance or contesting the powers or authority of the City to issue the Bonds or adopt the Ordinance.

RATING

Standard & Poor's Rating Services, a division of the McGraw-Hill Companies, Inc., has assigned its municipal bond rating of "____" to the Bonds. Any explanation of the significance of such rating may only be obtained from such rating agency. Certain information and material not included in this Official Statement were furnished to such rating agency concerning the Bonds. Generally, rating agencies base their ratings on such information and material and on investigations, studies and assumptions made by the rating agencies. There is no assurance that the rating mentioned above will remain in effect for any given period of time or that it may not be lowered or withdrawn entirely by such rating agency, if in its judgment circumstances so warrant. The Underwriter has no responsibility to bring to the attention of the owners of the Bonds any proposed revision or withdrawal of the rating on the Bonds. Any such downward change in or withdrawal of the rating may have an adverse effect on the market prices for the Bonds.

FINANCIAL ADVISOR

Piper Sandler & Co. has acted as Financial Advisor to the City in connection with the sale of the Bonds. The Financial Advisor will not be a manager or a member of any purchasing group submitting a proposal for the purchase of the Bonds. The Financial Advisor has read and participated in the preparation of this Official Statement and has supervised the compilation and editing thereof. The Financial Advisor has not, however, independently verified the factual and financial information contained in this Official Statement and, accordingly, expresses no view as to the sufficiency or accuracy thereof.

UNDERWRITING

The City has offered the Bonds for public sale in accordance with a Notice of Sale dated _____. _____, as the winning bidder and Underwriter, has agreed, subject to certain conditions, to purchase the Bonds at the price of $_____, which amount reflects $_____ designated as purchaser's discount. The Underwriter intends to offer the Bonds to the public initially at the offering prices or yields as set forth on the cover page of this Official Statement, which may subsequently change without any requirement of prior notice. The Underwriter will be obligated to purchase all such Bonds if any such Bonds are purchased. The Bonds may be offered and sold to certain dealers at prices lower than the public offering prices, and the public offering prices may be changed, from time to time, by the Underwriter.

FINANCIAL STATEMENTS

The City's Financial Statements were audited by BKD, LLP, Omaha, Nebraska, for the fiscal year ended September 30, 2019. A copy of such financial statement in its entirety is available in full upon request from the City.

APPROVAL OF LEGAL PROCEEDINGS

The legal opinion of bond counsel will be provided to the purchaser at the time of delivery. Bond Counsel has examined a transcript of the City's proceedings and relied thereon without undertaking to verify the same by independent investigation. The legal opinion of bond counsel does not address the sufficiency of

this Official Statement or any of the information contained herein, and Bond Counsel undertakes no responsibility therefor.

MISCELLANEOUS

The information contained in this Official Statement has been compiled or prepared from information obtained from the City and other sources deemed to be reliable and, while not guaranteed as to completeness or accuracy, is believed to be correct as of this date. Any statements involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact.

CITY OF FREMONT, NEBRASKA

APPENDIX A

CITY OF FREMONT, NEBRASKA

AUDITED FINANCIAL STATEMENTS

SEPTEMBER 30, 2019

PAYING AGENT AND REGISTRAR'S AGREEMENT

This Agreement made and entered into as of the ____ day of _____, 2020, by and between the City of Fremont, Nebraska (the "City") and BOKF, National Association, in Lincoln, Nebraska (the "Registrar").

WITNESSETH:

WHEREAS, the City has authorized the issuance of $_____ of its Combined Utilities Revenue Refunding Bonds, Series 2020, date of original issue – _____, 2020 (the "Bonds") by Ordinance No. _____ (the "Ordinance") and requires the services of a paying agent and registrar for said issue; and

WHEREAS, the Registrar is willing to provide services as paying agent and registrar pursuant to the terms of this Agreement and the Ordinance in consideration for the compensation described in this Agreement.

NOW, THEREFORE, the City and the Registrar do hereby agree as follows:

1. The Registrar agrees that it shall maintain on behalf of the City books of record in which the registered owners of the Bonds and their registered addresses shall be duly recorded.

2. The Registrar agrees that it shall serve as paying agent for the City in making the payments of principal and interest falling due on the Bonds. The City shall, not later than each interest and principal payment date on the Bonds, deposit with the Registrar an amount sufficient to make such payment and the Registrar shall apply such deposit by mailing a check or draft to each of the registered owners of the Bonds as shown on the books of record maintained pursuant to paragraph 1 hereof for the appropriate amounts of interest due on each respective Bond, and pay principal and interest upon presentation of each respective Bond in accordance with the terms of the Ordinance. The provisions of this paragraph 2 are subject to the terms set forth in paragraph 15 as to the Bonds while outstanding as "book-entry-only bonds."

3. The Registrar hereby accepts and agrees to perform all duties directed by the Ordinance to be performed by the "Paying Agent and Registrar" (or "Paying Agent" or "Registrar", as the case may be) as described in the Ordinance and the terms of the Ordinance are hereby incorporated by reference. The Registrar acknowledges receipt of a copy of the Ordinance. The Registrar acknowledges that the City may make deposits of money or securities as provided in the Ordinance. In the event of any such deposit, the compensation provided for under this Agreement shall not be altered or abated.

4. The City shall furnish to the Registrar a sufficient supply of forms of the Bonds to be issued upon transfer, signed by the facsimile signatures of the Mayor and City Clerk and sealed with the City seal and shall renew such supply pursuant to the Ordinance upon request by the Registrar.

5. The Registrar shall make the initial registration of the Bonds upon written directions from the original purchaser thereof as designated in the Ordinance.

6. Transfer of the Bonds shall be registered and new Bonds issued in replacement thereof, pursuant to the limitations prescribed in the Ordinance, upon surrender to the Registrar of any outstanding Bond in form deemed by the Registrar properly endorsed for transfer with all necessary signatures guaranteed in such manner and form as the Registrar may require by a signature guarantor reasonably believed by Registrar to be responsible, accompanied by such assurances as the Registrar shall deem necessary or appropriate to evidence the genuineness and effectiveness of each necessary signature and, if deemed appropriate by the Registrar, satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. In registering transfer of the Bonds, the Registrar may rely upon the Uniform Commercial Code or any other statutes which in the opinion of counsel protect the Registrar and the City in not requiring complete documentation, in registering Bonds without inquiry into adverse claims, in delaying registration for purposes of such inquiry or in refusing registration where in Registrar's judgment an adverse claim requires such refusal.

7. Replacement Bonds for any of the Bonds damaged, lost or stolen shall be issued by the Registrar upon a duly certified resolution or resolutions in compliance with the requirements of Sections 10-127 to 10-130, R.R.S. Neb. 2012, as now existing or as hereafter amended.

8. As provided by law, the books of registration maintained by the Registrar shall not be deemed public records and shall be available for inspection solely pursuant to a court order or a subpoena of any governmental agency having jurisdiction to issue such subpoena.

9. At least annually, and upon the request of the City, the Registrar shall give a report to the City accounting for all funds received and disbursements made. The Registrar shall maintain customary records in connection with its exercise of its duties under this Agreement and the Ordinance.

10. At any time the Registrar may apply to the City for instructions and may consult with the City's attorney or the Registrar's own counsel in respect to any matter arising in connection with its duties under this Agreement and the Ordinance and the Registrar shall not be liable or accountable for any action taken or omitted by it in good faith in accordance with such instructions or with the opinion of such counsel. The Registrar may rely on any paper or document reasonably believed by it to be genuine and to have been signed by the proper person or persons.

11. The City hereby agrees to pay any expenses reasonably incurred by the Registrar in connection with the performance of its duties under this Agreement and the Ordinance, including counsel fees, and in addition shall pay to the Registrar as compensation for its services the following:

See Attachment

12. Any corporation or association into which the Registrar may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall, ipso facto, be and become successor Registrar hereunder and vested with all of the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

13. The City shall have the right to remove the Registrar upon 30 days' notice to the Registrar and designate a successor, as more fully provided in Section 3 of the Ordinance. The Registrar hereby agrees that it shall turn over all of its records with respect to the Bonds to any such successor upon request by the City.

14. This Agreement shall terminate when the Bonds have been paid in full. The Registrar shall have no duties with respect to the investment of monies paid to it under this Agreement and the Ordinance. Any deposit of such monies shall be either fully insured by insurance of the Federal Deposit Insurance Corporation or fully secured in the manner required by law for deposit of funds of the City. Any such deposit may be in an account maintained with the Registrar or an affiliate of the Registrar.

15. Under the terms of the Ordinance, the Bonds are to be issued initially as "book-entry-only bonds" using the services of The Depository Trust Company (the "Depository") and initially the entire issue of the Bonds shall be registered in the name of Cede & Co., as nominee for the Depository, with one typewritten bond for each separate stated maturity. Payment of semiannual interest for any Bond registered as of each Record Date in the name of Cede & Co. shall be made by wire transfer to the Depository in accordance with its procedures as in effect from time to time. The Registrar agrees that it will execute and observe the terms and conditions of the Letter of Representations (the "Letter of Representations") as authorized by the Ordinance. The Letter of Representations may be in the form of separate undertakings executed by the Registrar and the City in connection with services provided by the Depository (or a blanket letter previously or concurrently executed).

The Registrar and the City may treat the Depository (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to bondholders under the Ordinance, registering the transfer of the Bonds, obtaining any consent or other action to be taken by bondholders and for all other purposes whatsoever, and neither the Registrar nor the City shall be affected by any notice to the contrary. Neither the Registrar nor the City shall have any responsibility or obligation to any participant of the Depository ("Participant"), any person claiming a beneficial ownership interest in the Bonds under or through the Depository or any Participant, or any other person which is not shown on the registration books of the Registrar as being a bondholder, with respect to the accuracy of any records maintained by the Depository or any Participant; the payment by the Depository or any Participant of any amount in respect of the principal of or interest on the Bonds; any notice which is permitted or required to be given to bondholders under the Ordinance; the

selection by the Depository or any Participant of any person to receive payment in the event of a partial redemption of the Bonds; or any consent given or other action taken by the Depository as bondholder. The Registrar shall pay all principal of and interest on the Bonds only to the Depository, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. Except under the conditions directed below, no person other than the Depository shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal of and interest pursuant to the Ordinance. Upon delivery by the Depository to the Registrar of written notice to the effect that the Depository has determined to substitute a new nominee in the place of Cede & Co., and subject to the provisions in the Ordinance with respect to Record Dates, the term "Cede & Co." in this Agreement shall refer to such new nominee of the Depository. If the Depository gives notice to the City or the Registrar pursuant to the Letter of Representations that it will discontinue providing its services as securities depository with respect to the Bonds, the City shall either appoint a successor securities depository or terminate the book-entry system for the Bonds under the following conditions:

(i) Any successor securities depository must be a clearing agency registered with the Securities and Exchange Commission pursuant to Section 17A of the Securities Exchange Act of 1934 and must enter into an agreement with the City and the Registrar agreeing to act as the depository and clearing agency for all the Bonds. After such agreement has become effective, the Depository shall present the Bonds for registration of transfer in accordance with Section 3 of the Ordinance and the Registrar shall register them in the name of the successor securities depository or its nominee. If a successor securities depository has not accepted such position prior to the effective date of the Depository's termination of its services, the book-entry system shall automatically terminate.

(ii) If the City elects to terminate the book-entry system for the Bonds, it shall so notify the Registrar in writing. Thereafter, upon presentation of the Bonds, or any of them, by the Depository or its nominee to the Registrar for registration of transfer in accordance with Section 3 of the Ordinance, the Registrar shall register the transfer in accordance with such Section 3 of the Ordinance and all provisions of this paragraph 15 shall immediately cease to be in effect.

The City may elect to terminate the book-entry system for the Bonds at any time by giving written notice to the Depository and the Registrar. On the effective date of such termination, the provisions of this paragraph 15 shall cease to be in effect, except that the Registrar shall continue to comply with applicable provisions of the Letter of Representations with respect to the Bonds as to which the Depository remains the registered owner. After such termination, the Registrar shall, upon presentation of the Bonds by the Depository or its nominee for registration of transfer or exchange in accordance with Section 3 of the Ordinance make such transfer or exchange in accordance with said Section 3. Upon the appointment of a successor securities depository or termination of the book-entry system, the Registrar shall give notice of such event to the registered owners of the Bonds (through the Depository) and (1) of the name and address of the successor securities depository or (2) that the Bonds may now be obtained by the beneficial owners of the Bonds, or their nominees, upon proper instructions being given to the Depository by the relevant Participant and compliance by the Depository with the provisions of the Ordinance regarding registration of transfers. Notwithstanding any other provision of this Agreement to the contrary,

so long as any Bond is registered in the name of Cede & Co., as nominee of the Depository (or any successor nominee), all payments with respect to the principal and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations. In connection with any notice or other communication to be provided to bondholders pursuant to the Ordinance by the City or the Registrar with respect to any consent or other action to be taken by bondholders, the City or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository notice of such record date not less than 15 calendar days in advance of such record date to the extent possible.

16. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have each caused this Paying Agent and Registrar's Agreement to be executed by their duly authorized officers as of the date first above written.

THE CITY OF FREMONT, NEBRASKA

(SEAL)

By: _____
Mayor

ATTEST

_____
City Clerk

BOKF, NATIONAL ASSOCIATION,
Paying Agent and Registrar

By: _____
Its: _____

ATTACHMENT

The City shall pay to the Registrar compensation for its services in the amount billed to the City by the Registrar from time to time.