



CITY OF
FREMONT
NEBRASKA

REGULAR CITY COUNCIL MEETING AGENDA
January 13, 2026 - 7:00 PM
City Council Chambers 400 East Military, Fremont NE

MEETING CALLED TO ORDER

ROLL CALL

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

1. Motion to adopt current agenda for the January 13, 2026 Regular City Council Meeting

APPOINTMENTS:

2. Resolution 2026-001 reappointing members to the Business Improvement District #1 for a two-year term

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 Staff so requests, in which event the item will be removed from the consent agenda and considered separately.

3. Motion to ratify payments made from December 10, 2025 through December 31, 2025 and approve January 1, 2026 through January 13, 2026 claims and authorize checks to be drawn on the proper accounts
4. Dispense with and approve December 9, 2025 Board of Equalization and Regular City Council Meeting Minutes
5. Motion to receive Report of the Treasury
6. Motion to receive the Animal Control report
7. Resolution 2026-002 authorizing the Mayor to sign the agreement with Creighton University for paramedic student internships
8. Resolution 2026-003 authorizing the Mayor to sign the agreement with Metropolitan Community College for paramedic student internships

- [9.](#) Resolution 2025-004 authorizing the Mayor to sign the new hangar lease for unit #16 with Brad Krumel at the Fremont Municipal Airport
- [10.](#) Resolution 2026-005 authorizing the Mayor to sign Nebraska Department of Economic Development Security Agreement under Subaward Agreement Contract No. 24-11-317
- [11.](#) Resolution 2026-007 authorizing the Mayor to sign the Memorandum of Understanding with Front Line Mobile Health
- [12.](#) Resolution 2026-008 approving the agreement with ChemTreat for the LDW Chemical Supply in the approximate amount of \$271,489 per year for three years
- [13.](#) Resolution 2026-009 approving the three-year contract with CityLogix for their Street Scan services and software in the amount of \$39,123 per year
- [14.](#) Resolution 2026-010 awarding contract to Brimhall Industrial for U6-3 Feedwater Heater Retube in the amount of \$382,802.59
- [15.](#) Resolution 2026-011 authorizing the CPI Telecom Support Agreement for the Mitel administrative telephone equipment/server for the Dodge County Communications Center in the amount of \$3,446.25
- [16.](#) Resolution 2026-012 authorizing the purchase of a Chevy Tahoe Police Patrol Vehicle (PPV) in the amount of \$55,150
- [17.](#) Resolution 2026-013 awarding WWTP Boiler Replacement to Grunwald Mechanical in the amount \$147,098
- [18.](#) Resolution 2026-014 authorizing the Mayor to sign the Artist Contracts for 2026/27 Installation and Display in the Fremont Sculpture Walk in the amount of \$1,000 per sculpture
- [19.](#) Resolution 2026-015 authorizing the City of Fremont to adopt the 2025 Hazard Mitigation Plan
- [20.](#) Resolution 2026-016 authorizing the Mayor to sign annual renewal of Maintenance Agreement No. 11 between the Nebraska Department of Transportation and the City of Fremont
- [21.](#) Resolution 2026-017 awarding funding for downtown project for Downtown Revitalization Community Development Block Grant at 307 N Main St
- [22.](#) Resolution 2026-018 authorizing the Mayor to sign the 2026 and 2027 Services Agreement with MainStreet of Fremont in the amount of \$10,000 per year

NEW BUSINESS: Requires individual associated action

- [23.](#) Ordinance 5731 amending Chapter 5 of the Fremont Municipal Code as it relates to emergency snow routes (First Reading – Request to Suspend Rules and hold Final Reading)
- [24.](#) Resolution 2026-006 approving application from Structural Component Systems, Inc. for a Local Option Economic Development Fund (LB840) loan in the amount of \$597,500

ADJOURNMENT

Agenda posted at the Municipal Building on January 7, 2026 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on January 7, 2026. This meeting is preceded by publicized notice in the Fremont Tribune on the last Thursday of the preceding month and the agenda, including any notice of study session or public hearing, 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 the agenda.

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

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

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

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

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

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Michael Chatterson, City Clerk

DATE: January 13, 2026

SUBJECT: Business Improvement District #1 Board Re-appointments

Recommendation: Approve Resolution 2026-001 reappointing members to the Business Improvement District #1 for a two-year term

Background: On December 12, 2023 the City Council approved Ordinance 5659 extending the Business Improvement District #1. The Mayor has provided the following names for reappointment to the Business Improvement District #1 (BID#1) Board for a two-year ending January of 2028:

- Tom Coday
- Howard Krasne
- Kevin Main
- Roxie Kracl
- Brendan Murray
- Daniel Cech
- Berta Quintero
- JJ Bixby
- Lindi Janulewicz

Fiscal Impact: None

RESOLUTION NO. 2026-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, ESTABLISHING THE BOARD MEMBERS OF THE BUSINESS IMPROVEMENT DISTRICT #1 FOR THE DOWNTOWN AREA.

WHEREAS, on December 12, 2023 the City Council approved Ordinance 5659 to extend Business Improvement District #1; and,

WHEREAS, section 19-4021, R.R.S. 1942, indicates that with the approval of the City Council, there shall be appointed a business improvement board consisting of property owners, residents, business operators, or users of space in the business area; and

WHEREAS, the Mayor recommends the following names for the Business Improvement District Board: Tom Coday, Howard Krasne, Kevin Main, Roxie Kracl, Brendan Murray, Daniel Cech, Berta Quintero, JJ Bixby and Lindi Janulewicz.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Fremont, Nebraska consent to the reappointments of following individuals on the Business Improvement District #1 Board for a two (2) year term: Tom Coday, Howard Krasne, Kevin Main, Roxie Kracl, Brendan Murray, Daniel Cech, Berta Quintero, JJ Bixby and Lindi Janulewicz.

PASSED AND APPROVED THIS 13th DAY OF JANUARY, 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk



CITY OF FREMONT NEBRASKA

BOARD OF EQUALIZATION AND REGULAR CITY COUNCIL MEETING MINUTES
December 09, 2025 - 7:00 PM
City Council Chambers 400 East Military, Fremont NE

BOARD OF EQUALIZATION AGENDA

7:00 PM

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

ROLL CALL Roll call showed Councilmembers Ganem, Lathrop, Vaughan, Von Behren, Jensen, Peterson, Horner present; 7 members present.

NEW BUSINESS: *Requires individual associated action*

1. **Resolution 2025-304 levying a special tax and assessment in the amount of \$1,379.30 upon the property at 249 W Washington St, to pay the cost of Weed and Debris clean up and assessment** Motion made by Horner, seconded by Ganem levying a special tax and assessment in the amount of \$1,379.30 upon the property at 249 W Washington St, to pay the cost of Weed and Debris clean up and assessment. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Von Behren, Horner, Peterson. Motion carried 7-0.

ADJOURNMENT Motion made by Jensen, seconded by Horner to adjourn; 7:07. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Von Behren, Horner, Peterson. Motion carried 7-0.

CITY COUNCIL REGULAR MEETING AGENDA

7:00 PM – Following the preceding Meeting

MEETING CALLED TO ORDER Mayor Sookram called the Regular City Council meeting to order.

ROLL CALL Roll call showed Councilmembers Ganem, Lathrop, Vaughan, Von Behren, Jensen, Peterson, Horner present; 7 members present.

MAYOR COMMENTS

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

1. **Motion to adopt current agenda for the December 9, 2025 Regular City Council Meeting** Motion made by Vaughan, seconded by Jensen to adopt current agenda for the December 9, 2025 Regular City Council Meeting. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Von Behren, Horner, Peterson. Motion carried 7-0.

APPOINTMENTS:

2. **Motion to approve the Mayor's appointment of Timothy (TJ) Marsh to fill the vacant City Council Ward 2 Seat for an unexpired term ending December of 2028** Motion made by Vaughan, seconded by Jensen to approve the Mayor's appointment of Timothy (TJ) Marsh to fill the vacant City Council Ward 2 Seat for an unexpired term ending December of 2028. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Von Behren, Horner, Peterson. Motion carried 7-0. a. Oath of Office. City Clerk provided Oath of Office to new Councilmember Marsh. Following this Marsh took his seat at the Council dais.
3. **Motion to consent to the Mayor's appointment of Al Sawtelle to the Planning Commission**

Motion made by Jensen, seconded by Vaughan to consent to the Mayor's appointment of Al Sawtelle to the Planning Commission. Voting Yea: Jensen, Ganem, Marsh, Vaughan, Lathrop, Von Behren, Horner, Peterson. Motion carried 8-0.
4. **Motion to consent to the Mayor's appointment of Stephen Barr to the Airport Advisory Committee** Motion made by Ganem, seconded by Peterson to consent to the Mayor's appointment of Stephen Barr to the Airport Advisory Committee. Voting Yea: Jensen, Ganem, Marsh, Vaughan, Lathrop, Von Behren, Horner, Peterson. Motion carried 8-0.
5. **Motion to consent to the Mayor's appointment of Karl Fryklind to the Utility and Infrastructure Board** Motion made by Horner, seconded by Von Behren to consent to the Mayor's appointment of Karl Fryklind to the Utility and Infrastructure Board. Voting Yea: Jensen, Ganem, Marsh, Vaughan, Lathrop, Von Behren, Horner, Peterson. Motion carried 8-0.

PUBLIC HEARINGS:

6. **Resolution 2025-305 making a recommendation to the Nebraska Liquor Control Commission regarding a Class K (catering) Liquor License for Los Mezcales at 210 N Main St.** Mayor Sookram opened the public hearing on this item, Mayor Sookram declared the public hearing closed after receiving no comments. Motion made by Vaughan, seconded by Jensen making a recommendation of approval to the Nebraska Liquor Control Commission regarding a Class K (catering) Liquor License for Los Mezcales at 210 N Main St. Voting Yea: Jensen, Ganem, Marsh, Vaughan, Lathrop, Von Behren, Horner, Peterson. Motion carried 8-0.
7. **Motion to Receive Local Option Economic Development Fund (LB840) Quarterly Report.** Mayor Sookram opened the public hearing on this item, Mayor Sookram declared the public hearing closed after receiving no comments. Motion made by Jensen, seconded by Vaughan to receive the Local Option Economic Development Fund (LB840) Quarterly Report. Voting Yea: Jensen, Ganem, Marsh, Vaughan, Lathrop, Von Behren, Horner, Peterson. Motion carried 8-0.

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

Motion made by Jensen, seconded by Peterson to approve Consent Agenda items 8-14, 16, 17, and 19. Voting Yea: Jensen, Ganem, Marsh, Vaughan, Lathrop, Von Behren, Horner, Peterson. Motion carried 8-0.

- 8. Motion to dispense with and approve November 25, 2025 City Council Meeting Minutes**
- 9. Motion to approve November 26, 2025 through December 9, 2025 claims and authorize checks to be drawn on the proper accounts**
- 10. Motion to receive animal control reports**
- 11. Motion to receive report of the Treasury**
- 12. Resolution 2025-306 appointing Troy Schaben as Fremont Street Superintendent for the calendar year 2026**
- 13. Resolution 2025-307 authorizing the purchase of an Altec AT41M Line Truck with a 48-foot boom in the amount of \$226,796**
- 14. Resolution 2025-308 authorizing the payment of additional premiums for audited FY 2025 and FY 2026 Insurance coverage with Everest for the Department of Utilities General Liability Insurance**
- 15. Resolution 2025-309 approving the interlocal agreement with Fremont Public Schools allowing Fremont/Dodge County Communications to access the public school camera system in emergency situations** Motion made by Horner, seconded by Ganem approving the interlocal agreement with Fremont Public Schools allowing Fremont/Dodge County Communications to access the public school camera system in emergency situations. Voting Yea: Jensen, Ganem, Marsh, Vaughan, Lathrop, Von Behren, Horner, Peterson. Motion carried 8-0.
- 16. Resolution 2025-310 authorizing the Mayor to sign the HVAC Maintenance Proposal for the Police Station with Ray Martin Company for a two year term in the amount of \$3,640 per year**
- 17. Resolution 2025-314 authorizing a 3-year support agreement with Trinity Consultants to assist in preparation of required Air Emissions Inventory (AEI) and Toxic Release Inventory (TRI) for a total cost of \$43,500**
- 18. Resolution 2025-316 authorizing the Mayor to sign the Letter of Understanding with Cayler Consulting for Assessment Center Services for the Police Sergeant position** Motion made by Horner, seconded by Peterson authorizing the Mayor to sign the Letter of Understanding with Cayler Consulting for Assessment Center Services for the Police Sergeant position. Voting Yea: Jensen, Ganem, Marsh, Vaughan, Lathrop, Von Behren, Horner, Peterson. Motion carried 8-0.

19. **Resolution 2025-317 authorizing Change Order 02 to contract with Day and Zimmermann for the installation of a centralized control cabinet for the ELG equipment at the Lon D. Wright Power Plant in the amount of \$44,920**

NEW BUSINESS: *Requires individual associated action*

20. **Resolution 2025-311 authorizing the agreement with Motorola for the Central Command AXS radio console project in the amount of \$800,014** Motion made by Horner, seconded by Jensen authorizing the agreement with Motorola for the Central Command AXS radio console project in the amount of \$800,014. Voting Yea: Jensen, Ganem, Marsh, Vaughan, Lathrop, Von Behren, Horner, Peterson. Motion carried 8-0
21. **Resolution 2025-313 awarding proposal for North Downtown Streetscape Revitalization design project to Veenstra & Kimm, Inc in the amount of \$400,000** Motion made by Horner, seconded by Jensen awarding proposal for North Downtown Streetscape Revitalization design project to Veenstra & Kimm, Inc in the amount of \$400,000. Voting Yea: Jensen, Ganem, Marsh, Vaughan, Lathrop, Von Behren, Horner, Peterson. Motion carried 8-0.
22. **Resolution 2025-315 authorizing the contract for coal supply for 2026 and 2027 at Lon D. Wright Power Plant to Navajo Transitional Energy Company** Motion made by Vaughan, seconded by Lathrop authorizing the contract for coal supply for 2026 and 2027 at Lon D. Wright Power Plant to Navajo Transitional Energy Company. Voting Yea: Jensen, Ganem, Marsh, Vaughan, Lathrop, Von Behren, Horner, Peterson. Motion carried 8-0.

ADJOURNMENT Motion made by Jensen, seconded by Vaughan to adjourn; time: 7:42 PM. Voting Yea: Jensen, Ganem, Marsh, Vaughan, Lathrop, Von Behren, Horner, Peterson. Motion carried 8-0.

Agenda posted at the Municipal Building on December 3, 2025 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on December 3, 2025. This meeting is preceded by publicized notice in the Fremont Tribune on the last Thursday of the preceding month and the agenda, including any notice of study session or public hearing, 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 the agenda.

APPROVED AND ACCEPTED AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA Board of Equalization and Regular City Council Meeting Minutes for December 09, 2025.

Michael Chatterson, City Clerk

Dev Sookram, Mayor

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jennifer Nabb, Director of Finance / Treasurer

DATE: January 13, 2026

SUBJECT: Report of the 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.

This report breaks out the Treasury notes by fund. The City and Utilities have begun investing in Treasury notes (two years or less). One fact to bear in mind, while the City notifies Nebraska Public Agency Investment Trust (NPAIT) that it wishes to make a \$1 million investment, for example, the carrying value that is on the report may be plus or minus some interest. The difference will be recognized as interest is earned.

This report aligns with the City of Fremont's Value of being Fiscally Responsible.

Fiscal Impact: As noted in the report.

Overall, the City's total account balances decreased by \$2,069,670 largely due to Meco Henne \$725k, DR Anderson Constructors \$370k; 3 Payrolls instead of 2 \$498k (payroll and taxes). The Utility total account balances increased by \$41,595 due largely to 3 payrolls instead of 2 offset with usual business.

Please note toward the bottom of the second page and on to the third page that the City and Utility have 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 separately and apart from FDIC coverage provided at each bank.

City of Fremont
 Report of Treasury - Cash and Investment Bank Balances
 December 31, 2025

Account Name	Statement ending balances					
	First National Bank	RVR Bank	Pinnacle Bank	Cornerstone Bank	First Community Bank	Nebraska Public Investment Trust
Governmental						
<u>Checking/Money Market</u>						
City Treasurer	\$ 103,051					
City Treasurer-M Mkt	\$ 13,480,261					
City Treasurer SID #4	\$ 63,647					\$ 192,296
Special Revenue		\$ 357,247				
Infrastructure - Sales Tax						\$ 8,023
Insured M MKT ** -Sales Tax		\$ 24,009,824				
Public Safety - Sales Tax						\$ 1,119,131
Streets - Sales Tax						\$ 268,244
Streets - M Mkt			\$ 447,079			
Community Development Agy	\$ 634,788					
Keno			\$ 186,672			
Transit	\$ 163,427					
CDBG Clearing	\$ 228,745					
CDBG Program Income	\$ 172,767					
E911	\$ 352,532					
Drug Task	\$ 48,741					
Employee Benefits			\$ 1,389,783			
Total Checking/Money Market	\$ 15,247,958	\$ 24,367,071	\$ 2,023,534	\$ -	\$ -	\$ 1,587,695
<u>CD Investments</u>						
General fund				\$ 1,585,000		
Sales Tax/Public Safety fund						
Sales Tax/Infrastructure fund			\$ -			
Sales Tax/Streets fund			\$ -			
Sales Tax/LB840 fund						
Street fund		\$ -	\$ -			
Debt Service fund						
KENO fund						
Trust Fund	\$ -					
Airport			\$ 351,392			
E911				\$ 300,000		
ARPA Funds						
Special assessment Fund			\$ 800,000			
Employee Benefits						
Work Comp				\$ 1,000,000		
Total CD Investments	\$ -	\$ -	\$ 1,151,392	\$ 2,885,000	\$ -	\$ -
Total Governmental deposits	\$ 15,247,958	\$ 24,367,071	\$ 3,174,926	\$ 2,885,000	\$ -	\$ 1,587,695
						\$ 47,262,650

City of Fremont
 Report of Treasury - Cash and Investment Bank Balances
 December 31, 2025

Account Name	Statement ending balances					
	First National Bank	RVR Bank	Pinnacle Bank	Cornerstone Bank	First Community Bank	Nebraska Public Investment Trust
Proprietary Funds						
<u>Checking/Money Market</u>						
Combined Utilities Fund	\$ 29,079,586					
Electric Fund	\$ 631					
Comb Util Funds/Construction	\$ 4,677,099					
Electric Funds						\$ 2,436,459
Customer Deposit Fund	\$ -					
Water Project Bond Acct	\$ 84,102					
Department of Utilities			\$ 723,983			
Sewer Improvement	\$ 3,524					
Sewer Funds						\$ 377,637
Gas Fund						\$ 893,752
Electric Fund				\$ 150		
Total Checking/Money Market	\$ 33,844,941	\$ -	\$ 723,983	\$ 150	\$ -	\$ 3,707,848
<u>CD Investments</u>						
Electric			\$ 5,000,000	\$ 2,800,000	\$ 2,000,000	
Water	\$ -		\$ 1,500,000			
Sewer						
Gas					\$ 1,000,000	
Total CD Investments	\$ -	\$ -	\$ 6,500,000	\$ 2,800,000	\$ 3,000,000	\$ -
Total Proprietary deposits	\$ 33,844,941	\$ -	\$ 7,223,983	\$ 2,800,150	\$ 3,000,000	\$ 3,707,848
						\$ 50,576,922
Grand total, all funds	\$ 49,092,899	\$ 24,367,071	\$ 10,398,909	\$ 5,685,150	\$ 3,000,000	\$ 5,295,543
						\$ 97,839,572
<u>Governmental Treasury Notes & CDARS</u>						
General fund				\$ 4,114,753	\$ 2,000,000	
Sales Tax/Public Safety fund				\$ 2,000,000		
Sales Tax/Infrastructure fund				\$ 1,000,000		
Sales Tax/LB840 fund						
Street fund		\$ -		\$ 1,000,000		
Debt Service fund						
KENO fund						
Trust Fund	\$ -				\$ 125,000	
Airport						
E911				\$ 200,000		
ARPA Funds						
Special assessment Fund				\$ 850,000		
Employee Benefits						
Work Comp						
Total Governmental T Notes	\$ -	\$ -	\$ -	\$ 9,164,753	\$ 2,125,000	\$ -

City of Fremont
 Report of Treasury - Cash and Investment Bank Balances
 December 31, 2025

Account Name	Statement ending balances					
	First National Bank	RVR Bank	Pinnacle Bank	Cornerstone Bank	First Community Bank	Nebraska Public Investment Trust
<u>Proprietary Treasury Notes & CDARS</u>						
Electric				\$ 8,473,500	\$ 9,829,000	
Water	\$ -			\$ 691,500	\$ 1,624,500	\$ -
Sewer					\$ 2,041,000	
Gas				\$ 2,500,000		
Total Proprietary T Notes	\$ -	\$ -	\$ -	\$ 11,665,000	\$ 13,494,500	\$ -
Total Gov't Cash Deposits & Investments	\$ 15,247,958	\$ 24,367,071	\$ 3,174,926	\$ 12,049,753	\$ 2,125,000	\$ 1,587,695
Total Prop. Cash Deposits & Investments	\$ 33,844,941	\$ -	\$ 7,223,983	\$ 14,465,150	\$ 16,494,500	\$ 3,707,848
Grand Total by Institution	\$ 49,092,899	\$ 24,367,071	\$ 10,398,909	\$ 26,514,903	\$ 18,619,500	\$ 5,295,543
				City		\$ 58,552,403
				DU		\$ 75,736,422
				Grand Total		\$ 134,288,825

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jody Sanders, City Administrator

DATE: January 13, 2026

SUBJECT: Animal Control reports

Recommendation: Motion to receive the Animal Control reports

Background: FurEver Home, Inc. has submitted the attached Animal Control reports. Each month, a monthly summary sheet is included with the control reports that contain animal identification numbers for improved tracking of animals through the facility.

Fiscal Impact: None

FurEver Home, Inc.
 October, 2025 Summary

	Beginning Count	Intake				Total Intake
		Stray	RBO	Other/LEO	Trfr In	
Canine	45	27	7	3	0	37
Feline	93	19	13	3	0	35
R/A/F	4	0	0	0	0	0
Sm Animal	8	0	0	0	0	0
Wildlife	0	0	0	0	0	0
	150	46	20	6	0	72

	Outcome					Total Outcome	End Count In Custody
	RTO	Adopted	Trfr/TNR	DOA/Euth	Other		
	23	6	5	0	0	34	48
	7	10	1	7	0	25	103
	0	0	0	0	0	0	4
	0	1	0	0	0	1	7
	0	0	0	0	0	0	0
	30	17	6	7	0	60	162

FurEver Home, Inc.
In Custody Report
October, 2025

Pet Name	Pet Breed	Intake Status	Current Status	Pet Type	Pet Age	Date Pet Entered Your Care	Adoption/Foster Date	Petestablished ID
AC Aleck	Domestic Shorthair	Available	Adopted	Cat	Kitten	09/18/2025	11/10/2025	PS2533930
AC Allison	Domestic Shorthair, Siamese	Available	Available	Cat	Adult	08/27/2025		PS2507795
AC Arlo	Tabby	Available	Available	Cat	Adult	04/03/2024		PS2045412
AC Ash	Domestic Shorthair	Available	Available	Cat	Adult	09/25/2025		PS2533927
AC Azreal	American Short Hair	Available	Adopted	Cat	Adult	09/02/2025	11/18/2025	PS2518223
AC Baby	Tabby	Available	Available	Cat	Adult	01/31/2025		PS2297849
AC Becka	Domestic Short Hair	Available	Available	Cat	Young	09/02/2024		PS2162299
AC Bella (OS)	Domestic Long Hair	Available	Available	Cat	Adult	04/11/2025		PS2364165
AC Benson	Tabby	Available	Available	Cat	Senior	04/30/2025		PS2384070
AC Billy	Domestic Shorthair	Available	Adopted	Cat	Kitten	09/06/2025	11/09/2025	PS2524297
AC Birdie	Siamese	Available	Foster to Adopt	Cat	Adult	08/30/2025	11/17/2025	PS2507730
AC Black Jack	Domestic Short Hair	Available	Available	Cat	Kitten	08/03/2025		PS2487878
AC Blanche	Domestic Long Hair	Available	Adopted	Cat	Kitten	09/19/2025	11/10/2025	PS2538017
AC Bumblebee	Domestic Short Hair	Available	Available	Cat	Kitten	06/04/2025		PS2446807
AC Charlotte	Domestic Short Hair	Available	Available	Cat	Senior	04/01/2025		PS2352617
AC Chatel	Domestic Shorthair	Available	Hold	Cat	Kitten	09/19/2025		PS2533943
AC Cliff	Domestic Short Hair	Available	Available	Cat	Adult	06/07/2025		PS2432588
AC Coral	Domestic Shorthair	Available	Adopted	Cat	Adult	05/30/2025	11/03/2025	PS2416546
AC Covie AKA Dot	Tabby	Available	Available	Cat	Adult	05/18/2024		PS2059501
AC Dee Dee	Domestic Shorthair	Available	Adopted	Cat	Kitten	04/12/2025	11/18/2025	PS2364147
AC Dolly (Netty)	Domestic Shorthair	Available	Available	Cat		05/25/2025	05/31/2025	PS2416527
AC Duke	Domestic Mediumhair	Available	Available	Cat	Kitten	07/27/2025		PS2481693
AC Emma	Domestic Shorthair	Available	Available	Cat	Young	06/12/2025		PS2430984
AC Garfield	Tabby	Available	Available	Cat	Adult	05/08/2025		PS2398509
AC Gouda	Domestic Short Hair	Available	Euthanized	Cat	Adult	07/27/2025		PS2487546
AC Joey (Charlie)	Domestic Shorthair	Available	Available	Cat	Kitten	07/28/2025	07/28/2025	PS2481683
AC Julius	Domestic Shorthair	Available	Adopted	Cat	Adult	07/21/2025	11/18/2025	PS2487249
AC Kloe	Domestic Shorthair	Available	Available	Cat	Adult	08/27/2025		PS2507799
AC Lenny	Domestic Short Hair	Available	Available	Cat	Adult	11/27/2024		PS2240670
AC Luna	Calico	Available	Available	Cat	Adult	12/31/2024		PS2267736
AC Mac	Tabby	Available	Available	Cat	Adult	04/05/2024		PS2014300
AC Mickey	Domestic Shorthair	Available	Available	Cat	Adult	05/08/2025		PS2398528
AC Miranda	Domestic Shorthair	Available	Available	Cat	Young	07/12/2024		PS2118683
AC O'Malley	Domestic Shorthair	Available	Available	Cat	Adult	09/29/2025		PS2538183
AC Parfait	Calico	Available	Available	Cat	Adult	07/09/2025		PS2460438
AC Pearl "Boo"	Ragdoll, Siamese	Available	Available	Cat	Adult	06/05/2025		PS2426711
AC Professor	Domestic Short Hair	Available	Adopted	Cat	Adult	07/12/2025	11/24/2025	PS2461190
AC Qinna	Domestic Shorthair	Available	Available	Cat	Young	08/25/2025		PS2507759
AC River	Domestic Shorthair	Available	Available	Cat	Young	07/08/2025		PS2460751
AC Rose	Domestic Shorthair	Available	Adopted	Cat	Kitten	09/19/2025	11/03/2025	PS2538016
AC Salem	Domestic Short Hair	Available	Available	Cat	Adult	04/11/2025		PS2364159
AC Shadow	Domestic Mediumhair	Available	Available	Cat	Adult	11/27/2024		PS2240678
AC Shadow	Domestic Shorthair	Available	Available	Cat	Adult	11/05/2024		PS2249536
AC Stormie	Tortoiseshell	Available	Available	Cat	Adult	01/31/2025		PS2297844
AC Sushi	Domestic Shorthair, Siamese	Available	Available	Cat	Adult	08/27/2025		PS2507804
AC Viola	Domestic Shorthair	Available	Available	Cat	Adult	06/20/2025		PS2445046
AC Zeus	Tabby	Available	Available	Cat	Kitten	08/18/2025		PS2499757
AC Johannna (duplicate)	Domestic Shorthair	Available	Not Available	Cat	Adult	08/12/2025		PS2498607
AC Soviet (Leo Hold) (spelling mistake duplicated)	Domestic Longhair	Available	Not Available	Cat	Adult	09/19/2025		PS2533934
AC Blu Cheese	Domestic Medium Hair	Foster to Adopt	Foster to Adopt	Cat	Kitten	07/30/2025		PS2482247
AC Dorothy	Domestic Long Hair	Foster to Adopt	Adopted	Cat	Kitten	09/19/2025	11/05/2025	PS2538018
AC Eliza (Treat St #2)	Domestic Shorthair	Foster to Adopt	Foster to Adopt	Cat	Kitten	09/08/2025	10/17/2025	PS2523863
AC Fancy	Domestic Medium Hair	Foster to Adopt	Foster to Adopt	Cat	Young	07/09/2025		PS2461860
AC Goose (B.I.C)	Domestic Medium Hair	Foster to Adopt	Foster to Adopt	Cat	Kitten	04/07/2025	07/06/2025	PS2404960
AC Gravy	Siamese	Foster to Adopt	Foster to Adopt	Cat	Kitten	08/18/2025		PS2499713
AC Kate	Domestic Mediumhair	Foster to Adopt	Fostered	Cat	Kitten	07/27/2025	10/30/2025	PS2481696
AC Sophia (Ophelia)	Domestic Shorthair	Foster to Adopt	Adopted	Cat	Kitten	09/19/2025	11/01/2025	PS2538019
AC Starla/ Rico	Domestic Medium Hair	Foster to Adopt	Foster to Adopt	Cat	Young	09/09/2024	01/06/2025	PS2175525
AC Thea (Treat St. #4)	Domestic Short Hair	Foster to Adopt	Adopted	Cat	Kitten	09/08/2025	11/03/2025	PS2523944
AC Peggy (Treat St #1)	Domestic Shorthair	Foster to Adopt	Adopted	Cat	Kitten	09/08/2025	11/03/2025	PS2523858
AC Gage	Domestic Short Hair	Fostered	Fostered - Hold	Cat	Kitten	10/11/2025	10/11/2025	PS2550474
AC Pace	Domestic Short Hair	Fostered	Fostered	Cat	Kitten	07/12/2025	07/15/2025	PS2460422
AC Sasha (Hormel)	Domestic Short Hair	Fostered	Fostered	Cat	Adult	08/31/2023	08/14/2023	PS1786713
AC Sherbert	Domestic Short Hair	Fostered	Fostered	Cat	Kitten	07/08/2025	07/09/2025	PS2460433
AC Whitney	Tabby	Fostered	Fostered	Cat		10/29/2021	07/12/2022	PS1244295
AC Anderson	Domestic Short Hair	Fostered - Hold	Fostered - Hold	Cat	Kitten	06/14/2023	06/14/2023	PS1765294
AC Cuz	Domestic Shorthair	Fostered - Hold	Fostered - Hold	Cat	Kitten	08/25/2025	08/25/2025	PS2507768
AC Pippi	Domestic Short Hair	Fostered - Hold	Fostered - Hold	Cat	Kitten	11/01/2023		PS1862148
AC Feta	Domestic Shorthair	Hold	Hold	Cat	Kitten	10/22/2025	10/17/2025	PS2555692
AC Steel	Domestic Shorthair	Hold	Hold	Cat	Kitten	09/28/2025	09/28/2025	PS2536352

Not dupe, no other Johanna on report.
Not dupe, no other Soviet on report.

FurEver Home, Inc.
In Custody Report
October, 2025

Pet Name	Pet Breed	Intake Status	Current Status	Pet Type	Pet Age	Date Pet Entered Your Care	Adoption/Foster Date	Petestablished ID
AC Bert	Domestic Short Hair	Intake	Intake	Cat	Adult	04/25/2025		PS2377397
AC Charlie	Domestic Shorthair	Intake	Intake	Cat	Kitten	09/28/2025		PS2538033
AC Dakota	Domestic Shorthair	Intake	Available	Cat	Adult	10/12/2025		PS2554920
AC Diana	Calico	Intake	Intake	Cat	Young	10/12/2025		PS2548359
AC Eclipse	Domestic Short Hair	Intake	Transferred	Cat	Adult	10/23/2025		PS2563676
AC Clarkson Street Litter (5 of 5)	Domestic Shorthair	Intake	Adopted	Cat	Kitten	09/16/2025	11/15/2025	PS2532925
AC Giselle	Domestic Medium Hair	Intake	Available	Cat	Adult	10/13/2025		PS2548330
AC Lilith	Domestic Short Hair	Intake	Available	Cat	Adult	09/22/2025		PS2533919
AC Marrigold/marmalade	Domestic Longhair	Intake	Returned to Owner	Cat	Adult	09/19/2025		PS2533936
AC Mavis	American Short Hair	Intake	Available	Cat	Adult	09/15/2025		PS2527067
AC Meadow	Domestic Shorthair	Intake	Intake	Cat	Kitten	05/10/2025		PS2411482
AC Clarkson Street Litter (2 of 5)	Domestic Shorthair	Intake	Fostered - Hold	Cat	Kitten	09/16/2025	09/16/2025	PS2532922
AC Monty	Domestic Short Hair	Intake	Intake	Cat		04/11/2025		PS2364105
AC Mozzie	Domestic Shorthair	Intake	Available	Cat	Adult	10/07/2025		PS2554860
AC Clarkson Street Litter (3 of 5)	Domestic Shorthair	Intake	Fostered - Pending Adoption	Cat	Kitten	09/16/2025	09/16/2025	PS2532923
AC Rascal (OS)	Domestic Long Hair	Intake	Adopted	Cat	Adult	10/16/2025	11/17/2025	PS2555687
AC Shadow/amon (Leo Hold)	Domestic Long Hair	Intake	Returned to Owner	Cat	Adult	09/19/2025		PS2533939
AC Sofie	Domestic Longhair	Intake	Returned to Owner	Cat	Adult	09/19/2025		PS2533935
AC Sylvia	Domestic Shorthair	Intake	Adopted	Cat	Adult	10/08/2025	11/18/2025	PS2555689
AC Toby (Leo Hold)	Domestic Shorthair	Intake	Returned to Owner	Cat	Adult	09/19/2025		PS2533938
AC Turtle (AKA Midnight)	Tortoiseshell	Intake	Adopted	Cat	Adult	10/09/2025	11/14/2025	PS2554928
AC Clarkson Street Litter (4 of 5)	Domestic Short Hair	Intake	Euthanized	Cat	Kitten	09/16/2025		PS2532924
AC Annie	Pointer, Labrador Retriever	Available	Available	Dog	Adult	03/17/2023		PS1672213
AC Ares	Beagle	Available	Available	Dog	Adult	04/16/2025	07/28/2025	PS2366162
AC Astro	Husky	Available	Available	Dog	Adult	07/28/2025		PS2507845
AC Baby Girl	Pit Bull Terrier	Available	Available	Dog	Adult	07/22/2025		PS2473719
AC Benny (Bits)	Labrador Retriever	Available	Fostered	Dog	Adult	01/24/2025	11/03/2025	PS2288987
AC Binx	Boxer	Available	Available	Dog	Adult	06/13/2025		PS2430986
AC Cardi	Boxer	Available	Available	Dog	Adult	09/27/2025		PS2533924
AC Charlie	Chihuahua	Available	Available	Dog	Adult	09/19/2025		PS2532362
AC Chevy	Pit Bull Terrier, Labrador Retriever	Available	Available	Dog	Adult	06/28/2023		PS1760194
AC Cleo	Pit Bull Terrier	Available	Available	Dog	Adult	10/26/2024		PS2214944
AC Diva	Terrier (Unknown Type, Medium)	Available	Available	Dog	Adult	04/25/2025		PS2384932
AC Forest	Border Collie, Labrador Retriever	Available	Available	Dog	Adult	09/25/2025		PS2533978
AC Gypsy Rose	Pit Bull Terrier	Available	Available	Dog	Adult	07/27/2025		PS2473703
AC Harvey	Husky, German Shepherd Dog	Available	Available	Dog	Young	01/11/2024		PS1938947
AC Henry	Pit Bull Terrier, Boxer	Available	Available	Dog	Adult	02/06/2025	07/14/2025	PS2299917
AC Homie	Boxer, Pit Bull Terrier	Available	Available	Dog	Adult	04/08/2024		PS2014249
AC Jack	Labrador Retriever, Catahoula Leopard Dog	Available	Available	Dog	Adult	04/16/2024		PS2034945
AC Jenny	Australian Cattle Dog, Labrador Retriever	Available	Available	Dog	Young	10/16/2025	11/24/2025	PS2558078
AC Khloe	Siberian Husky	Available	Available	Dog	Adult	10/05/2025		PS2554866
AC Kizzie AKA Mama	Pit Bull Terrier	Available	Available	Dog	Adult	08/31/2025		PS2507728
AC Maverick	Husky, German Shepherd Dog	Available	Fostered	Dog	Adult	01/27/2024	11/16/2025	PS1951780
AC Missy	American Staffordshire Terrier	Available	Available	Dog	Adult	06/06/2024		PS2078852
AC Moe	American Bully	Available	Available	Dog	Adult	06/01/2025		PS2431014
AC Robert Joe	Labrador Retriever	Available	Available	Dog	Adult	11/10/2023		PS1866769
AC Rocky I (Husky Mix)	Husky	Available	Available	Dog	Adult	06/06/2024		PS2078842
AC Scarlett	Labrador Retriever	Available	Available	Dog	Adult	09/09/2025		PS2518229
AC Suzie	Husky	Available	Available	Dog	Adult	08/22/2025		PS2507748
AC Tahoe	Boxer	Available	Available	Dog	Young	05/03/2025		PS2393887
AC Tilly	Husky	Available	Adopted	Dog	Adult	09/01/2022	11/14/2025	PS1519557
AC William	Pit Bull Terrier	Available	Foster to Adopt	Dog	Adult	08/21/2024	11/17/2025	PS2151548
Tank	Pit Bull Terrier, Husky	Available	Available	Dog	Adult	01/08/2021		PS1088467
AC Albert	Boxer	Foster to Adopt	Foster to Adopt	Dog	Adult	05/13/2025	06/21/2025	PS2411021
AC Kai	Shih Tzu	Foster to Adopt	Adopted	Dog	Adult	09/05/2025	11/01/2025	PS2527449
AC Marla	Brussels Griffon	Foster to Adopt	Foster to Adopt	Dog		08/29/2025	09/04/2025	PS2507736
AC Rossi (Husky Litter)	Husky	Foster to Adopt	Foster to Adopt	Dog	Puppy	08/20/2025		PS2498688
AC Trixie	American Staffordshire Terrier	Foster to Adopt	Foster to Adopt	Dog	Adult	06/08/2025	07/19/2025	PS2426738
AC Puppy	Chihuahua	Fostered	Fostered	Dog	Adult	11/22/2024	12/13/2024	PS2247023
AC Boog (Ozzie)	Labrador Retriever	Fostered - Hold	Fostered - Hold	Dog	Puppy	07/22/2025	09/16/2025	PS2474145
AC Jhett	Labrador Retriever	Fostered - Hold	Fostered - Hold	Dog	Young	04/22/2022	10/23/2022	PS1390905
AC Maxi	Pomeranian	Fostered - Hold	Fostered - Hold	Dog	Adult	06/09/2025	09/15/2025	PS2426705
AC Rip (Bite Hold)	Pit Bull Terrier	Hold	Euthanized	Dog		10/06/2025		PS2542707
AC Beana (1 of 5)	Basset Hound	Intake	Adopted	Dog	Puppy	10/02/2025	10/05/2025	PS2542740
AC Bethany	Pekingese	Intake	Intake	Dog	Senior	02/05/2025		PS2299944
AC Binks	Boxer	Intake	Not Available	Dog		08/08/2025		PS2485669
AC Kimberly AKA Linda	Chihuahua, Dachshund	Intake	Intake	Dog		10/16/2025		PS2557878
AC Pete	Chihuahua	Intake	Foster to Adopt	Dog	Puppy	10/25/2025	11/24/2025	PS2563026
AC Regina	Pit Bull Terrier	Intake	Available	Dog	Adult	10/01/2025		PS2550425
AC Spike	Pit Bull Terrier	Intake	Transferred	Dog		10/03/2025		PS2563569

FurEver Home, Inc.
In Custody Report
October, 2025

Pet Name	Pet Breed	Intake Status	Current Status	Pet Type	Pet Age	Date Pet Entered Your Care	Adoption/Foster Date	Petestablished ID
AC Tink AKA Tinker Bell	Chihuahua	Intake	Adopted	Dog	Puppy	10/25/2025	11/06/2025	PS2563027
AC Zero	Chihuahua	Intake	Intake	Dog		10/16/2025		PS2563021
AC Fed Ex	Ornate Box Turtle	Fostered	Fostered	Reptile, Amphibian, Fish	Adult	09/11/2025	09/12/2025	PS2533926
U-Haul (Box Turtle 🐢)	Turtle	Fostered	Fostered	Reptile, Amphibian, Fish		07/05/2025	07/08/2025	PS2452692
AC Beadie 5 (FPD210912) copy #4	Bearded Dragon	Fostered - Hold	Fostered - Hold	Reptile, Amphibian, Fish		05/27/2021		PS1125990
AC Howard	Turtle	Intake	Intake	Reptile, Amphibian, Fish	Adult	06/20/2025		PS2445042
AC Bell (G. Pig)	Guinea Pig	Fostered	Fostered	Small Animal	Adult	05/19/2025	05/20/2025	PS2411467
AC Jazzy (G. Pig / Short Hair)	Guinea Pig	Fostered	Fostered	Small Animal	Adult	05/19/2025	05/20/2025	PS2411469
AC Shaboozy	Guinea Pig	Fostered - Hold	Fostered - Hold	Small Animal		06/28/2024	06/28/2024	PS2097501
AC Ozzy (Ferret)	Ferret	Intake	Intake	Small Animal		06/16/2025		PS2487801
AC Sharron (Ferret)	Ferret	Intake	Intake	Small Animal		06/13/2025		PS2487802
AC Jessica	Other/Unknown	Intake	Intake	Small Animal		07/03/2025	07/04/2025	PS2461184
AC Poppy	Other/Unknown	Intake	Intake	Small Animal	Young	06/16/2022		PS1448819

	Available	FTA	Fostered	Hold	Intake	Total
Feline	49	11	16	5	22	103
Canine	31	5	1	4	7	48
R A F			2	1	1	4
Sm Animal			2	1	4	7
Wildlife						162
Total						

- AC Boots PS2566926 increases intakes from 22 to 23
- AC Roy PS2581079 increases intakes from 23 to 24
- AC Binks reduces intakes from 24 to 23
- AC Beana reduces intakes from 23 to 22
- AC Bean/Gus PS2587414 increases fostered from 5 to 6
- AC Breve/Anastasia PS2587404 increases fostered from 6 to 7
- AC Brew/Sebastian PS2587421 increases fostered from 7 to 8
- AC Fizz/Bella increases fostered from 8 to 9
- AC Mama/Mia PS 2586993 increases fostered from 9 to 10
- AC Nancy Kitten 1 increases fostered from 10 to 11
- AC Nancy Kitten 2 PS2585984 increases fostered from 11 to 12
- AC Nancy Kitten 3 PS2585985 increases fostered from 12 to 13
- AC Pixie/Elsa PS2586997 increases fostered from 13 to 14
- AC Rebel/Ariel PS2587011 increases fostered from 14 to 15
- AC Crew PS2587396 increases fostered from 15 to 16

FurEver Home, Inc
October, 2025 Outcome Report

Date of Outcome	Type of Outcome	Pet Name	Pet Breed	Pet Type	Pet Age	Current Status	PetEstablished ID	Euthanasia Date	Euthanasia Reason	Deceased Date	Deceased Reason
10/01/2025	Adopted	AC Sunflower (Now Piper) (sunny)	Domestic Shorthair	Cat	Kitten	Adopted	PS2518221				
10/03/2025	Adopted	AC Marvel	Tortoiseshell	Cat	Adult	Adopted	PS2398515				
10/06/2025	Adopted	AC Brie (Suki)	Domestic Shorthair	Cat	Kitten	Adopted	PS2527122				
10/06/2025	Adopted	AC Ben (Tito)	Domestic Short Hair	Cat	Young	Adopted	PS2548293				
10/07/2025	Adopted	AC Walnut	Domestic Short Hair	Cat	Adult	Adopted	PS2461171				
10/13/2025	Adopted	AC Cypress	Domestic Shorthair, Tabby	Cat	Adult	Adopted	PS2538015				
10/18/2025	Adopted	AC Sylvia	Tabby	Cat	Kitten	Adopted	PS2499716				
10/20/2025	Adopted	AC Angelica (Treat St #3)	Domestic Shorthair	Cat	Kitten	Adopted	PS2523865				
10/21/2025	Adopted	AC Princess (Frankie)	Domestic Mediumhair	Cat	Kitten	Adopted	PS2481688				
10/27/2025	Adopted	AC Aspen	Domestic Short Hair	Cat	Adult	Adopted	PS2533920				
10/15/2025	Deceased	AC Clarkson St Litter (1 of 5)	Domestic Long Hair	Cat	Kitten	Deceased	PS2532921			10/15/2025	other/medical condition
10/17/2025	Deceased	AC Novotny Cat	Siamese	Cat	Adult	Deceased	PS2562873			10/17/2025	injured
10/19/2025	Deceased	AC Pierce (deceased)	Domestic Shorthair	Cat		Deceased	PS2562878			10/19/2025	injured
10/19/2025	Deceased	AC Nancy Kitten 4	Tabby	Cat	Kitten	Deceased	PS2585986			10/19/2025	illness/disease
10/24/2025	Deceased	AC Fred (deceased)	Domestic Shorthair	Cat		Deceased	PS2566956			10/24/2025	injured
10/24/2025	Deceased	AC Batman (deceased)	Domestic Shorthair	Cat		Deceased	PS2566959			10/24/2025	injured
10/25/2025	Deceased	AC Mittens (Deceased)	Domestic Shorthair	Cat		Deceased	PS2566945			10/25/2025	injured
10/01/2025	Returned to Owner	AC Giselle	Domestic Shorthair	Cat	Adult	Returned to Owner	PS2536410	RTO is 9.19.25			
10/03/2025	Returned to Owner	AC Wallace	Domestic Mediumhair	Cat	Adult	Returned to Owner	PS2538378	RTO is 9.30.25			
10/06/2025	Returned to Owner	AC Adrian	Domestic Shorthair	Cat	Adult	Returned to Owner	PS2536406				
10/17/2025	Returned to Owner	AC Sofie	Domestic Longhair	Cat	Adult	Returned to Owner	PS2533935				
10/17/2025	Returned to Owner	AC Shadow/amon (Leo Hold)	Domestic Long Hair	Cat	Adult	Returned to Owner	PS2533939				
10/17/2025	Returned to Owner	AC Toby (Leo Hold)	Domestic Shorthair	Cat	Adult	Returned to Owner	PS2533938				
10/17/2025	Returned to Owner	AC Marrigold/marmalade	Domestic Longhair	Cat	Adult	Returned to Owner	PS2533936				
10/24/2025	Returned to Owner	AC Yuri	Domestic Long Hair	Cat	Adult	Returned to Owner	PS2581070				
10/25/2025	Returned to Owner	AC Tutu	Domestic Shorthair	Cat	Adult	Returned to Owner	PS2586894				
10/18/2025	Transferred	AC Asher	Domestic Shorthair	Cat	Adult	Transferred	PS2566893				
10/02/2025	Adopted	AC Gabby	Bichon Frise, Rat Terrier	Dog	Adult	Adopted	PS2538013				
10/03/2025	Adopted	AC Marshmallow	Great Pyrenees	Dog	Adult	Adopted	PS2480172				
10/04/2025	Adopted	AC Striker	Husky, Shepherds (All Types)	Dog	Puppy	Adopted	PS2481679				
10/05/2025	Adopted	AC Beana (1 of 5)	Basset Hound	Dog	Puppy	Adopted	PS2542740				
10/19/2025	Adopted	AC Sammie (OS)	King Charles Spaniel	Dog	Adult	Adopted	PS2533977				
10/28/2025	Adopted	AC Choppa	Corgi, Great Pyrenees	Dog	Young	Adopted	PS2550449				
10/02/2025	Returned to Owner	AC Daisy	Labrador Retriever	Dog	Adult	Returned to Owner	PS2586895				
10/02/2025	Returned to Owner	AC Sky	Labrador Retriever	Dog		Returned to Owner	PS2581117				
10/03/2025	Returned to Owner	AC Kimber (2nd Offense)	Springer Spaniel	Dog	Adult	Returned to Owner	PS2538023				
10/03/2025	Returned to Owner	AC Herbie	English Bulldog	Dog	Adult	Returned to Owner	PS2538021				
10/03/2025	Returned to Owner	AC Mia (2nd Offense)	Husky	Dog	Young	Returned to Owner	PS2538035				
10/03/2025	Returned to Owner	AC Cheese	Shih Tzu	Dog	Adult	Returned to Owner	PS2538371				
10/03/2025	Returned to Owner	AC Danger	Poodle (Toy or Tea Cup)	Dog	Adult	Returned to Owner	PS2538373				
10/03/2025	Returned to Owner	AC Diesel	Shih Tzu	Dog	Adult	Returned to Owner	PS2538375				
10/07/2025	Returned to Owner	AC Shadow	Poodle (Miniature)	Dog	Adult	Returned to Owner	PS2581043				
10/09/2025	Returned to Owner	AC Eeyora	Pit Bull Terrier	Dog	Adult	Returned to Owner	PS2538158				
10/09/2025	Returned to Owner	AC Survivor	Pit Bull Terrier	Dog	Adult	Returned to Owner	PS2538157				
10/10/2025	Returned to Owner	AC Heeler Puppy 1	Blue Heeler	Dog	Puppy	Returned to Owner	PS2580783				
10/10/2025	Returned to Owner	AC Heeler Puppy 3	Blue Heeler, Labrador Retriever	Dog	Puppy	Returned to Owner	PS2587565				
10/10/2025	Returned to Owner	AC Skye (Corgi Mix)	Corgi	Dog	Adult	Returned to Owner	PS2581058				
10/10/2025	Returned to Owner	AC Heeler Puppy 2	Blue Heeler	Dog	Puppy	Returned to Owner	PS2581109				
10/21/2025	Returned to Owner	AC Max	Husky	Dog	Puppy	Returned to Owner	PS2562880				
10/22/2025	Returned to Owner	AC Fred	Golden Retriever	Dog	Adult	Returned to Owner	PS2567321				
10/24/2025	Returned to Owner	AC Maui (2nd Offense)	Miniature Schnauzer	Dog	Adult	Returned to Owner	PS2581056				
10/24/2025	Returned to Owner	AC Benji	Terrier (Unknown Type, Small)	Dog	Adult	Returned to Owner	PS2592257				
10/27/2025	Returned to Owner	AC Chuita	Terriers (Small)	Dog	Adult	Returned to Owner	PS2587496				
10/27/2025	Returned to Owner	AC Bean	Chihuahua	Dog	Adult	Returned to Owner	PS2581087				
10/27/2025	Returned to Owner	AC Watson	Shepherds (All Types)	Dog	Adult	Returned to Owner	PS2562888				
10/28/2025	Returned to Owner	AC Roxie (Leo Hold)	German Shepherd Dog	Dog	Adult	Returned to Owner	PS2554869				
10/05/2025	Transferred	AC BBRH #1	Basset Hound	Dog	Puppy	Transferred	PS2542784				
10/05/2025	Transferred	AC BBRH #2	Basset Hound	Dog	Puppy	Transferred	PS2542818				
10/05/2025	Transferred	AC BBRH #4	Basset Hound	Dog	Puppy	Transferred	PS2542851				
10/05/2025	Transferred	AC BBRH #3	Basset Hound	Dog	Puppy	Transferred	PS2542841				
10/30/2025	Transferred	AC Spike	English Bulldog	Dog	Adult	Transferred	PS2563569				
10/04/2025	Adopted	AC Nugget	Guinea Pig	Small Animal	Adult	Adopted	PS1496059				

FurEver Home, Inc
 October, 2025 Outcome Report

Date of Outcome	Type of Outcome	Pet Name	Pet Breed	Pet Type	Pet Age	Current Status	Pet established ID	Euthanasia Date	Euthanasia Reason	Deceased Date	Deceased Reason
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	Adopted	Dec/Euth	RTO	Trfr Out	Total
Feline	10	7	7	1	25
Canine	6	0	23	5	34
R A F	0	0	0	0	0
Sm Animal	1	0	0	0	1
Wildlife	0	0	0	0	0
Total	17	7	30	6	60

FurEver Home, Inc.
October, 2025 Intake Report

Intake Date	Intake Type	Pet Name	Pet Breed	Pet Type	Pet Age	Current Status	Petestablished ID
10/04/2025	Other	AC Asher	Domestic Shorthair	Cat	Adult	Transferred	PS2566893
10/20/2025	Other	AC Boots (Front Declawed	Domestic Short Hair	Cat		Intake	PS2566926
10/23/2025	Other	AC Eclipse	Domestic Short Hair	Cat	Adult	Transferred	PS2563676
10/06/2025	Relinquished By Owner	AC Ben (Tito)	Domestic Short Hair	Cat	Young	Adopted	PS2548293
10/08/2025	Relinquished By Owner	AC Sylvia	Domestic Shorthair	Cat	Adult	Adopted	PS2555689
10/13/2025	Relinquished By Owner	AC Giselle	Domestic Short Hair	Cat	Adult	Available	PS2548330
10/16/2025	Relinquished By Owner	AC Rascal (OS)	Domestic Long Hair	Cat	Adult	Adopted	PS2555687
10/19/2025	Relinquished By Owner	AC Bean/Gus	Tabby	Cat	Kitten	Fostered	PS2587414
10/19/2025	Relinquished By Owner	AC Breve	Domestic Short Hair	Cat	Kitten	Fostered	PS2587404
10/19/2025	Relinquished By Owner	AC Brew/Sebastian	Domestic Short Hair, Tabby	Cat	Kitten	Fostered	PS2587421
10/19/2025	Relinquished By Owner	AC Crew	Domestic Short Hair	Cat	Kitten	Fostered	PS2587396
10/19/2025	Relinquished By Owner	AC Mama Mia	Domestic Short Hair, Calico	Cat	Adult	Fostered	PS2586993
10/19/2025	Relinquished By Owner	AC Pixie	Domestic Short Hair	Cat	Kitten	Fostered	PS2586997
10/19/2025	Relinquished By Owner	AC Rebel/Ariel	Domestic Short Hair	Cat	Kitten	Fostered	PS2587011
10/29/2025	Relinquished By Owner	AC Fizz/Bella	Domestic Short Hair	Cat	Kitten	Fostered	PS2587386
10/07/2025	Stray At Large	AC Mozzie	Domestic Shorthair	Cat	Adult	Available	PS2554860
10/09/2025	Stray At Large	AC Turtle (AKA Midnight)	Tortoiseshell	Cat	Adult	Adopted	PS2554928
10/11/2025	Stray At Large	AC Gage	Domestic Short Hair	Cat	Kitten	Fostered - Hold	PS2550474
10/11/2025	Stray At Large	AC Nancy Kitten 1	Tabby	Cat	Kitten	Fostered	PS2585983
10/11/2025	Stray At Large	AC Nancy Kitten 2	Tabby	Cat		Fostered	PS2585984
10/11/2025	Stray At Large	AC Nancy Kitten 3	Tabby	Cat	Kitten	Fostered	PS2585985
10/11/2025	Stray At Large	AC Nancy Kitten 4	Tabby	Cat	Kitten	Deceased	PS2585986
10/12/2025	Stray At Large	AC Dakota	Domestic Shorthair	Cat	Adult	Available	PS2554920
10/12/2025	Stray At Large	AC Diana	Calico	Cat	Young	Intake	PS2548359
10/17/2025	Stray At Large	AC Novotny Cat	Siamese	Cat	Adult	Deceased	PS2562873
10/19/2025	Stray At Large	AC Pierce (deceased)	Domestic Shorthair	Cat		Deceased	PS2562878
10/22/2025	Stray At Large	AC Feta	Domestic Shorthair	Cat	Kitten	Hold	PS2555692
10/22/2025	Stray At Large	AC Yuri	Domestic Long Hair	Cat	Adult	Returned to Owner	PS2581070
10/24/2025	Stray At Large	AC Batman (deceased)	Domestic Shorthair	Cat		Deceased	PS2566959
10/24/2025	Stray At Large	AC Fred (deceased)	Domestic Shorthair	Cat		Deceased	PS2566956
10/24/2025	Stray At Large	AC Tutu	Domestic Shorthair	Cat	Adult	Returned to Owner	PS2586894
10/25/2025	Stray At Large	AC Mittens (Deceased)	Domestic Shorthair	Cat		Deceased	PS2566945
10/27/2025	Stray At Large	AC Miser	Domestic Shorthair	Cat	Adult	Adopted	PS2566823
10/31/2025	Stray At Large	AC Roy	Domestic Shorthair	Cat	Adult	Intake	PS2581079
10/03/2025	Other	AC Survivor	Pit Bull Terrier	Dog	Adult	Returned to Owner	PS2538157
10/18/2025	Other	AC Roxie (Leo Hold)	German Shepherd Dog	Dog	Adult	Returned to Owner	PS2554869
10/29/2025	Other	AC Frankie (LEO Hold)	French Bulldog	Dog		Intake	PS2565451
10/07/2025	Relinquished By Owner	AC Choppa	Corgi, Great Pyrenees	Dog	Young	Adopted	PS2550449
10/16/2025	Relinquished By Owner	AC Jenny	Australian Cattle Dog, Labrador R	Dog	Young	Available	PS2558078
10/16/2025	Relinquished By Owner	AC Kimberly AKA Linda	Chihuahua, Dachshund	Dog		Intake	PS2557878
10/16/2025	Relinquished By Owner	AC Zero	Chihuahua	Dog		Intake	PS2563021
10/25/2025	Relinquished By Owner	AC Pete	Chihuahua	Dog	Puppy	Foster to Adopt	PS2563026
10/25/2025	Relinquished By Owner	AC Tink AKA Tinker Bell	Chihuahua	Dog	Puppy	Adopted	PS2563027
10/01/2025	Stray At Large	AC Regina	Pit Bull Terrier	Dog	Adult	Available	PS2550425
10/01/2025	Stray At Large	AC Sky	Labrador Retriever	Dog		Returned to Owner	PS2581117
10/02/2025	Stray At Large	AC BBRH #1	Basset Hound	Dog	Puppy	Transferred	PS2542784
10/02/2025	Stray At Large	AC Beana (1 of 5)	Basset Hound	Dog	Puppy	Adopted	PS2542740
10/02/2025	Stray At Large	AC Daisy	Labrador Retriever	Dog	Adult	Returned to Owner	PS2586895
10/03/2025	Stray At Large	AC Mia (2nd Offense)	Husky	Dog	Young	Returned to Owner	PS2538035
10/03/2025	Stray At Large	AC Spike	English Bulldog	Dog	Adult	Transferred	PS2563569
10/04/2025	Stray At Large	AC BBRH #2	Basset Hound	Dog	Puppy	Transferred	PS2542818
10/04/2025	Stray At Large	AC BBRH #3	Basset Hound	Dog	Puppy	Transferred	PS2542841
10/04/2025	Stray At Large	AC BBRH #4	Basset Hound	Dog	Puppy	Transferred	PS2542851
10/05/2025	Stray At Large	AC Khloe	Siberian Husky	Dog	Adult	Available	PS2554866
10/06/2025	Stray At Large	AC Rip (Bite Hold)	Pit Bull Terrier	Dog		Euthanized	PS2542707
10/07/2025	Stray At Large	AC Shadow	Poodle (Miniature)	Dog	Adult	Returned to Owner	PS2581043
10/07/2025	Stray At Large	AC Skye (Corgi Mix)	Corgi	Dog	Adult	Returned to Owner	PS2581058
10/10/2025	Stray At Large	AC Heeler Puppy 1	Blue Heeler	Dog	Puppy	Returned to Owner	PS2580783
10/10/2025	Stray At Large	AC Heeler Puppy 2	Blue Heeler	Dog	Puppy	Returned to Owner	PS2581109
10/10/2025	Stray At Large	AC Heeler Puppy 3	Blue Heeler, Labrador Retriever	Dog	Puppy	Returned to Owner	PS2587565
10/20/2025	Stray At Large	AC Max	Husky	Dog	Puppy	Returned to Owner	PS2562880
10/22/2025	Stray At Large	AC Fred	Golden Retriever	Dog	Adult	Returned to Owner	PS2567321
10/22/2025	Stray At Large	AC Mojo	Husky	Dog	Adult	Available	PS2565450
10/22/2025	Stray At Large	AC Whitney	Terriers (Small)	Dog	Adult	Foster to Adopt	PS2566805
10/23/2025	Stray At Large	AC Benji	Terrier (Unknown Type, Small)	Dog	Adult	Returned to Owner	PS2592257
10/24/2025	Stray At Large	AC Maui (2nd Offense)	Miniature Schnauzer	Dog	Adult	Returned to Owner	PS2581056
10/25/2025	Stray At Large	AC Chuita	Terriers (Small)	Dog	Adult	Returned to Owner	PS2587496
10/26/2025	Stray At Large	AC Watson	Shepherds (All Types)	Dog	Adult	Returned to Owner	PS2562888
10/27/2025	Stray At Large	AC Bean	Chihuahua	Dog	Adult	Returned to Owner	PS2581087
10/31/2025	Stray At Large	AC Nanook	Husky	Dog	Adult	Returned to Owner	PS2587478

AC Whitney PS1244295 increases RBO from 12 to 13

	LEO/Other	RBO	Trfr In	SAL	Total
Feline		3	13	0	19
Canine		3	7	0	27
R A F		0	0	0	0
Sm Animal		0	0	0	0
Wildlife		0	0	0	0
Total		6	20	0	46

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Todd Bernt, Fire Chief

DATE: January 13, 2026

SUBJECT: Creighton University Affiliation Agreement

Recommendation: Approve Resolution 2026-002 authorizing the Mayor to sign the agreement with Creighton University for paramedic student internships

Background: The paramedic internship provides real life experiences to the paramedic student's college education while riding along on the Fire Department ambulance. Students are required, as part of their paramedic education, to have a specific number of hours, patient contacts, and skills while riding along on an ambulance. The paramedic students are evaluated by, and work with, a fire department paramedic while providing patient care and performing advanced life support skills which is part of the student's overall grade going through the paramedic program. The Fire Department paramedics' critique, teach, coach, and provide feedback to the students as well as teaching them to be part of a team.

The Fire Department currently has one firefighter enrolled in the paramedic program with Creighton University. This agreement will allow our firefighters to conduct their internship with our paramedics.

Fiscal Impact: None

**AGREEMENT BETWEEN
CREIGHTON UNIVERSITY AND
FREMONT FIRE DEPARTMENT**

This agreement is entered into by **Fremont Fire Department 415 East 16th St, Fremont, NE 68025** (“Provider”) and **CREIGHTON UNIVERSITY**, a Nebraska nonprofit corporation located at 2500 California Plaza, Omaha, NE 68178 (“Creighton”).

Creighton provides Emergency Medical Services education courses and programs designed upon the United States Department of Transportation, National Highway Traffic Safety Administration (US DOT NHTSA), National Education Standards and Instructional Guidelines (“EMS Program”).

Creighton requires field internship training opportunities for students in the EMS Program (“Students”).

Provider is willing to provide a field internship experience to Students.

In consideration of the mutual benefits and commitments made herein, the parties agree to the following:

I. GENERAL INFORMATION:

- A. The course of instruction (the “Field Program”) will cover a period of time mutually agreed upon between Provider and Creighton. The Field Program objectives will be communicated in writing to the Provider’s preceptor by Creighton when scheduling Students.
- B. Except under compelling circumstances agreed to by both parties, the beginning dates and length of experience will be agreed upon no less than two weeks before the beginning of the Field Program.
- C. The number of Students eligible to participate in the Field Program will be mutually determined by agreement of the parties and may be altered by mutual agreement. No more than one Student may participate on a unit at one time.
- D. No compensation shall be due either party for services provided under this Agreement. Students are not employees of Creighton and are not eligible for compensation or benefits from Creighton
- E. Creighton shall, in conjunction with Provider, designate the field preceptors (“Field Preceptors”) for the Field Program. Field Preceptors will directly supervise all Students as related to patient care. Additionally, Field Preceptors shall follow Provider’s policies and Creighton’s guidelines and evaluation standards according to the Field Program provided under Section II.B of this Agreement.
- F. Neither Provider nor Creighton will discriminate against any employee or Student on the basis of race, national origin, religion, creed, sex, sexual orientation, age, marital, veteran or disability status. Both parties agree to comply with the Family Educational Rights and Privacy Act of 1974, as amended, and regulations promulgated thereunder, governing the privacy of student records.

II. RESPONSIBILITIES OF CREIGHTON:

- A. Creighton shall provide and maintain the records and reports required by Provider

for conducting field learning experiences of its Students under this Agreement. Creighton assumes responsibility for assigning grades for the Field Program experience.

- B. Creighton will provide a printed Field Program which meets current accreditation and licensing standards for training in Nebraska and nationally. Such program shall also meet Provider's standards and protocols. Creighton will permit only those Students currently enrolled in the Field Program and who have successfully completed necessary prerequisite didactic and clinical portions of the curriculum to participate in the Field Program.
- C. Creighton shall obtain and maintain professional liability insurance coverage in the amount of \$1,000,000 per medical incident/\$3,000,000 aggregate to cover the liability of Students,.
- D. Creighton shall require Students to comply with Provider policies and procedures while participating in the Field Program at Provider, including Provider's policies and procedures governing patient confidentiality. As a part of this agreement, Creighton shall require Students to submit to Provider a signed Student Clinical Participation and Confidentiality Agreement. An example of this agreement is attached as Exhibit A.
- E. Creighton acknowledges that it shall submit a signed attestation regarding the health status of each Student. An example of this attestation form is attached as Exhibit B.
- F. Creighton will conduct a background check on each Student prior to participating at Provider. Creighton will only send Students whose background checks have no felonies or whose results have been pre-approved by Provider. Creighton's background check will include the following items:
 - 1. Social Security number verification
 - 2. Criminal search (7 years)
 - 3. Violent Sexual Offender & Predator registry
 - 4. HHS/OIG/GSA
 - 5. Any other items requested in writing by Provider upon signing of this Agreement.
- G. Creighton shall defend, indemnify and hold Provider harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Creighton, School, its officers, agents, Students, or employees.
- H. Creighton will enforce rules and regulations governing Students that are mutually agreed upon between Provider and Creighton.

III. RESPONSIBILITIES OF PROVIDER:

- A. Provider will participate in directing and implementing the Field Program.
- B. Provider will designate a Training Officer to act as a liaison with Creighton. The Training Officer will monitor Students participating in the Field Program at Provider and collaborate with Creighton regarding Student performance. Collaboration will predominately occur using telephone and email communications and completed evaluation forms. On-site visits will occur if deemed necessary by Creighton. The Training Officer will be included in Creighton's EMS program planning, if any.
- C. Provider will make available Provider's physician medical director for EMS services to accept responsibility for the practice of Students while at Provider.
- D. Provider reserves the right to limit the number of Students it receives. Provider, in

conjunction with Creighton, will determine the dates for Student participation in the Field program.

- E. If Provider accepts a Student, Provider shall provide instruction and professional experience in accordance with Field Program objectives (Section I. A) and any specific Field Program goals developed and agreed upon by the parties.
 - F. Provider shall provide and maintain records and reports required by Creighton for conducting the educational program and provide an evaluation to Creighton on forms provided by Creighton.
 - G. Provider shall be under no obligation to maintain any facilities for the Field Program other than those which Provider ordinarily maintains in the course of its business.
 - H. Provider shall provide available time, when possible, to clinical instructors for attending clinical supervisory meetings and conferences called by Creighton as part of the educational program.
 - I. Provider will inform Students of Provider's policies and procedures.
 - J. Provider shall defend, indemnify and hold Creighton harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Provider, its officers, agents, or employees. This indemnification provision is not intended to and shall not change the obligations of any insurance company under any insurance policy maintained by a party.
 - K. Provider retains the right to terminate any Student's participation in the Field Program where it reasonably believes doing so is necessary to protect the health, safety and welfare of Provider, its patients, employees or visitors. Provider shall immediately notify Creighton's Director of EMS Education at (402) 280-1280 of any such termination of a Student.
 - L. Students who become ill while at Provider will be provided initial medical or emergency treatment at Student's cost.
- IV. Either party may terminate this Agreement upon sixty (60) days advance written notice to the other party.
- V. Any revision or modification of the Agreement shall be in writing, and shall be signed by both parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement effective as of the date last executed below:

CREIGHTON UNIVERSITY

JULIE PETERSON, PT, DPT, EdD, WCS, BCB-PMD, FNAP
Associate Professor
Senior Executive Director for Health Sciences Clinical Education
Director of Clinical Operations

Date

FREMONT FIRE DEPARTMENT

By _____

Date

Name: Joey Spellerberg
Title: Mayor

Creighton Mailing Address:

Creighton University
2500 California Plaza
Omaha, NE 68178

Provider Mailing Address:

Fremont Fire Dept
415 East 16th St
Fremont, NE 68025

EXHIBIT A
STUDENT CLINICAL PARTICIPATION AND
CONFIDENTIALITY AGREEMENT

Provider is committed to quality health care and confidentiality for its patients. As a student of another institution assigned to a clinical experience at Provider, the undersigned is required to agree to the terms of this Agreement. Please review and ask questions if you have any.

“Confidential Information” is any patient, physician, employee, and Provider business information obtained during the course of work or association with Provider.

I agree to treat all Confidential Information as strictly confidential and will not reveal or discuss Confidential Information with anyone who does not have a legitimate medical and/or business reason to know the information. I understand that I am permitted to access Confidential Information only to the extent necessary for patient care and to perform my duties while assigned to Provider. I will not disclose identifiable Confidential Information (e.g., name, date of birth) if the identity of the individual can be removed. I understand that I am a member of Provider’s workforce for purposes of complying with the Health Insurance Portability and Accountability Act of 1996, and its applicable privacy and security regulations, and agree to follow Provider’s policies regarding HIPAA while participating in this Field Program at Provider.

I will abide by all Provider policies and procedures regarding Confidential Information.

If I am given any access security codes or passwords, I agree to use them solely to perform my duties and will not breach the security of the information systems or premises. I will not use or disclose or misuse security codes or passwords. I will not misuse or attempt to alter Provider information systems in any way. I understand that Provider reserves the right to audit, investigate, monitor, access, review and disclose information obtained through the information systems at any time, with or without advance notice to me and with or without my knowledge. I understand I will be held accountable for my work and any changes made under my password and security codes. I understand that I am responsible for the accuracy of information submitted under my passwords and security codes.

I am expected to be covered by my own health insurance at all times, including hospitalization insurance. Should I seek routine or emergency medical care, I understand that I will be responsible for the cost of such care.

I am not and will not be an employee of Provider by virtue of my participation in this Field Program at Provider and shall not be entitled to compensation or employee benefits of any kind, including but not limited to health insurance, workers’ compensation insurance or unemployment benefits.

I understand that violations of Provider policy may subject me to immediate termination of my assignment at Provider, as well as civil sanctions and/or criminal penalties.

My signature acknowledges that I have read and understand this Agreement.

Student Name (print)

Date

Student Signature

This Exhibit is made a part of the Agreement to which it is attached.

EXHIBIT B
HEALTH STATUS / FIELD PROGRAM TRAINING
ATTESTATION FORM

1. I verify the following information for the required *health screenings, immunizations or documented health status* and will provide documentation upon request.
 - a. Tuberculosis screening within the past 12 months (negative PPD skin test or a chest x-ray and health care provider review if a previous positive PPD reaction)
 - b. Measles, mumps, and rubella (MMR) immunity (positive antibody titers or 2 doses of MMR)
 - c. Diphtheria, pertussis, and tetanus immunity (Tdap, Adacel, or Boostrix)
 - d. Polio immunity (3-dose series or positive antibody titer)
 - e. Varicella immunity (positive history of chickenpox and positive antibody titer or Varicella immunization)
 - f. Hepatitis B immunity (3-dose series and positive antibody titer)
 - g. Seasonal Influenza vaccination

2. I verify that I have CPR for Healthcare Providers certification.

3. Creighton provides the following required program instruction to all students. I verify that I have received instruction in all areas
 - CPR for Healthcare Providers
 - Confidentiality (Patient Rights)
 - Dress Code
 - General Infection control and Standard Precautions, including needle safety
 - HIPAA training

I agree to abide by all policies and procedures of the Providers hosting my rotations/clinical experiences.

My signature acknowledges that the information I have provided is complete and accurate and that

I authorize the above information to be disclosed to preceptors/Providers prior to rotations/clinical experiences.

Student Name (print)

Date

Student Signature

This Exhibit is made a part of the Agreement to which it is attached.

RESOLUTION NO. 2026-002

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the Mayor to sign the Affiliation Agreement with Creighton University for Paramedic student internships.

WHEREAS, students in training of Creighton University's Paramedic and Emergency Medical Technician (EMT) program need practicum experience and education with the Fremont Fire Department; and,

WHEREAS, the Fremont Fire Department provides training and feedback to students going through this course.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Fremont, Nebraska authorize the Mayor to sign the Affiliation Agreement with Creighton University.

PASSED AND APPROVED THIS 13th DAY OF JANUARY, 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Todd Bernt, Fire Chief

DATE: January 13, 2026

SUBJECT: Metropolitan Community College Affiliation Agreement

Recommendation: Approve Resolution 2026-003 authorizing the Mayor to sign the agreement with Metropolitan Community College for paramedic internships

Background: This is a renewal of the current agreement. The Fire Department provides paramedic internships to Metropolitan Community College. The paramedic internship provides real life experiences to the paramedic student's college education while riding along on the Fire Department ambulance.

As part of their paramedic education students are required to have a specific number of hours, patient contacts, and skills while riding along on an ambulance. The paramedic students are evaluated by and work with a fire department paramedic's while providing patient care and performing advanced life support skills which is part of the student's overall grade going through the paramedic program. The Fire Department paramedics' critique, teach, coach, and provide feedback to the students as well as teaching them to be part of a team.

The Fire Department currently has two firefighters enrolled in the paramedic program. This agreement will allow our firefighters to conduct their internship with our paramedics.

Fiscal Impact: None

**Affiliation Agreement Between
Metropolitan Community College
And
Fremont Fire Department**

This Agreement is made and entered into this ____ day of _____ 2025, by and between Fremont Fire Department (“Agency“) and the Metropolitan Community College Area, a body corporate and political subdivision of the State of Nebraska ("College"), for the sole purpose of providing practicum experience for College's Health Professions students.

RECITALS

WHEREAS, Agency desires to provide experience and education for certain students in training to be health professionals ("Students"), and operates a facility wherein it is able to provide a practicum experience to Students enrolled in Health Professions Programs: EMT and Paramedicine [EMSP]

WHEREAS, College is engaged in a Practicum Program for Students and desires to obtain practicum experience for its Students at Agency; and,

WHEREAS, Agency is willing to make its facilities and resources available to College in order to improve the education and training of Students enrolled in the Practicum Program.

NOW THEREFORE, in consideration of the mutual promises, conditions, representations and warranties contained herein, the undersigned hereby agree to the following:

AGREEMENT

1. GENERAL OBLIGATIONS OF THE COLLEGE

- a. The College agrees to recommend for placement in the Practicum Program at Agency only those Students who are qualified pursuant to the requirements established by the College, pertinent regulatory agencies, and the Agency.

b. The College agrees to ensure that Students who are assigned to Agency shall be compliant in the following areas:

- 1) Active American Heart Association (AHA) or American Red Cross (ARC) Basic Life Support (BLS) CPR certification or equivalent;
- 2) Current Health History/Physical Examination by a physician, physician assistant, or nurse practitioner, including but not limited to a history of the following communicable diseases and immunizations: Varicella [Chickenpox], Tdap [Tetanus, Diphtheria, Pertussis]- within 10 years, MMR [Measles (Rubeola), Mumps, Rubella], Hepatitis B, annual Influenza vaccine, COVID-19 vaccine if required by site, immunodeficiency skin conditions (including chronic draining or open wounds) and risk factors or treatment for Tuberculosis;
- 3) Satisfactory results from an initial two-step Mantoux (Tuberculin skin test), repeated on an annual basis. If PPD is Contraindicated due to positive history, provide documentation of freedom from active disease;
- 4) Background checks (NE County/Nationwide Federal Criminal History, Sex Offender, OIG-SAM, NE Adult/Child Abuse, IA Criminal, IA Adult/Child Abuse) and Drug Screens; as required by Agency and/or degree program/course.
 - a) EMT- (EMSP 1100)- requires Criminal/Sex Offender/OIG-SAM History, NE Adult/Child Abuse, Drug Screening/tests
 - b) Paramedicine - requires all checks (except IA Criminal, IA Adult/Child Abuse), and Drug Screening/tests
- 5) The College agrees to provide Students with Health Insurance Portability and Accountability Act (HIPAA) training and maintain in-service documentation.
- 6) All Students and Faculty engaged in the Practicum Program shall acknowledge the Student/Faculty Confidentiality Agreement.
- 7) Evidence of current health insurance coverage, or receipt of a written acknowledgement from Student that Student understands the Agency does not offer or provide health insurance or worker's compensation insurance to Student.

c. The College agrees to provide to Agency, evidence of each student's compliance, health, training, and verification records upon request. (b. 1-7).

d. The College agrees to provide information to and require Students to comply with the following:

- 1) Agency's rules, regulations, policies and procedures, including, but without limitation, dress codes and schedules;
 - 2) Obtain prior written consent of Agency for publication of any articles, reports or programs relating the Practicum Program at Agency;
- e. The College agrees to cooperate in the termination from the Practicum Program of any particular Student or supervisory Faculty member who has violated any of the terms of this Agreement or any of Agency's rules, regulations, policies and procedures when such termination is requested by Agency.
- f. The College agrees to provide all Students with professional liability insurance through the College, with limits not less than \$1,000,000 per person or occurrence/\$3,000,000 aggregate. The insurance shall cover incidents occurring during the period of the Student's enrollment at the College even if the claim is made after the student is no longer enrolled at the College;
- g. Worker's Compensation Insurance. Students of the College will not be eligible for worker's compensation coverage from agency;

2. GENERAL OBLIGATIONS OF THE AGENCY

- a. Agency agrees to permit Students to access appropriate areas pursuant to the individual Student's participation in the Practicum Program. Agency also agrees to permit Students to use Agency resources, such as its cafeteria, provided, however, that Agency has the right to deny access to any Student or Faculty whenever Agency, in its sole discretion, determines denial of access to be in the interest of Agency and its employees. Students and Faculty participating in the Practicum Program agree to park where they are assigned and to pay any fees associated therewith.
- b. Agency agrees to provide emergency care to Students or Faculty who require such services while they are at Agency's facilities during their participation in the Practicum Program. The Student or Faculty receiving such services shall be responsible to pay the usual and customary charges for such care.
- c. Agency reserves the right to decide upon the appropriate number of Students to be assigned to Agency's facilities. In the event it becomes necessary to cancel a reserved space or change a Student assignment, Agency will notify College promptly. Agency also reserves the right to terminate the access of a Student or Faculty to its facilities if:
 - 1) the person has performed unsatisfactorily;
 - 2) the person's health status would interfere with successful completion of an assignment;
 - 3) a determination is made by Agency, in its sole discretion, that the person's participation is not in the best interest of Agency.

3. SUPERVISION

- a. College agrees to designate a Faculty member of College who will coordinate the training and education of Students in the Practicum Program and coordinate the educational Practicum Program with a liaison designated by Agency.
- b. Agency agrees:
 - 1) To identify a liaison who will work with the academic Practicum Faculty member to:
 - I. Identify the total number of hours the student must complete before he/she begins.

II. Identify the topics and projects requiring completion and discuss with College those topics that cannot be completed at the Practicum site.

2) To provide direct supervision of students by qualified practitioners.

3) To complete written evaluations on each Student on forms provided by the College.

4. REMUNERATION

This Agreement does not contemplate payment of any fees or remuneration by either Party to the other. Students are not employees, agents or representatives of Agency and are not eligible for compensation or benefits under this Agreement.

5. INDEMNIFICATION

Each Party shall assume all risk of loss, indemnify the other Party against loss, and hold the other Party, its employees, agents, assignees and legal representatives harmless from all liabilities, demands, claims, suits, losses, causes of action, fines or judgments, and all expenses incident thereto, including reasonable attorney fees and costs of defense, for injuries to persons and for loss of, damage to, or destruction of property, arising out of or in connection with this Agreement and proximately caused by the negligent or intentional acts or omissions of its own representatives, program participants, officers, employees or agents, and assigns, for any losses caused by failure of said Party to comply with terms and conditions of the Agreement, and for any losses caused by other Parties which have entered into agreements with said Party.

6. TERM AND TERMINATION

This Agreement shall become effective on _____, and shall be in force in an ongoing basis, automatically renewing each year. This Agreement may be terminated at any time upon mutual written agreement of the Parties, or by either of the Parties giving ninety (90) days written notice to the other of its intention to terminate the Agreement. Students participating in Program at the time notice of termination is given will be allowed to complete their participation for the current term or quarter even if completion is not possible within ninety (90) days. Upon expiration, this agreement shall automatically renew unless either party deems otherwise.

7. MISCELLANEOUS

a. Agency and College agree that neither Students nor Faculty shall be denied participation in the

Practicum Program, or be subject to discrimination or unequal treatment, on the basis of age, race, color, national origin, sex, sexual orientation, gender identity, transgender status, marital status, pregnancy, disability, current or former military service, protected veteran status, or membership in any other class that is protected under applicable local, state or federal law or regulation. The Parties further agree to comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Act of 1990, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, Title II of the Americans With Disability Act of 1990, the Family Educational Rights and Privacy Act of 1974, the Age Discrimination Act of 1975 all amendments to the above, and all other applicable federal, state and local laws and regulations relating to discrimination against individuals in employment, education or enjoyment of public facilities.

- b. Agency and College agree to respect and abide by all federal, state, and local laws.
- c. Both Parties shall maintain and safeguard the privacy, security, and confidentiality of all individually identifiable health information transmitted or received in connection with this Agreement, in accordance with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and in accordance with all applicable federal, state and local statutes, regulations and policies regarding the confidentiality of patient health information. Both Parties agree that Students and all Faculty supervising such individuals shall be governed as members of Agency's workforce for HIPAA purposes only. Students and supervising Faculty shall access, use and disclose protected health information of Agency only as permitted under Agency's HIPAA Compliance Plan and shall be subject to sanction, including exclusion from Agency's facilities, upon violation.
- d. This instrument contains the entire Agreement between the Parties regarding the subject matter herein, and shall be binding on all successors and assigns of the respective Parties. Any and all previous agreements, promises or conditions, whether written or unwritten, are null and void. No amendments, deletions, or additions shall be made to this Agreement except in writing signed by all Parties.
- e. Neither Party shall use the name of the other Party, or that of any member of its staff, in advertising or other form of publicity without the prior written permission of the Party (and if applicable, the person) whose name is to be used. College may, notwithstanding, list Agency as an institutional site for the Practicum Program at College.
- f. The Parties are required and hereby agree 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.

- g. Each Party to this Agreement agrees that the relationship between the Parties hereto is and shall at all times be deemed to be that of independent contractors, and neither shall, at any time for any purpose, be deemed as an employee of the other and neither of the Parties shall in any manner whatsoever, by its actions or deeds, commit the other to any obligations, regardless of the nature thereof. It is further agreed and understood that no agent, servant, student or employee of either Party shall at any time be deemed to be an agent, servant or employee, partner or joint venturer of the other.
- h. This Agreement is exclusive to the Parties and rights may not be assigned, nor duties delegated, by either Party except on prior written consent by the other Party. Any attempted assignment or delegation without such approval shall be void and shall constitute a material breach of this Agreement.
- i. This Agreement is solely for the benefit of the College and Agency and is not intended to confer any rights or benefits upon any third parties. No third party shall gain any rights or reasonable expectation in employment, continued employment, education, practicum experience, academic credit, or any pay or benefit(s) from this Agreement.
 - 1. This Agreement shall be governed in all respects by the laws of the State of Nebraska and the venue for any litigation with respect hereto shall be in the state or federal courts in Omaha, Douglas County, Nebraska.
- J. Any notice given in respect to this Agreement will be deemed to be given upon the earlier of:
 - 1) actual delivery to the intended recipient or its agent by personal delivery, electronic mail, or verifiable facsimile; or
 - 2) upon the third business day from the postmarked date if notice is sent by United States mail, with postage prepaid, certified, or registered mail, return receipt requested.

Any notices will be delivered to the respective individuals/addresses below:

Agency:

Fremont Fire Department
415 East 16th Street
Fremont, NE 68025
Todd Bernt – Fire Chief
Todd.Bernt@fremontne.gov

College:

Metropolitan Community College
Health Professions
PO Box 3777
Omaha, NE 68103-0777

DATED this ____ day of _____, 2025 IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by the following duly authorized officials:

**METROPOLITAN
COMMUNITY COLLEGE:**

FREMONT FIRE DEPARTMENT:

Kathryn I. Nelson
Signature

Signature

Kathryn T. Nelson
Printed Name

Printed Name

Director Admin Services
Title

Title

12-2-2025
Date

Date

RESOLUTION NO. 2026-003

A Resolution of the City Council of the City of Fremont, Nebraska, to approve and for the Mayor to sign the Affiliation Agreement with Metropolitan Community College (MCC).

WHEREAS, students in training at MCC in the paramedic and Emergency Medical Technician (EMT) program need practicum experience and education with the Fremont Fire Department; and,

WHEREAS, the Fremont Fire Department provides training and feedback to students going through this course.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Fremont authorize the Mayor to sign the Affiliation Agreement with Metropolitan Community College.

PASSED AND APPROVED THIS 13th DAY OF JANUARY, 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Cari Hoffart, Street Superintendent
DATE: January 13, 2026
SUBJECT: Hangar Lease Authorization for Hangar #16

Recommendation Approve Resolution 2026-004 authorizing the Mayor to sign the new hangar lease for unit #16 with Brad Krumel at the Fremont Municipal Airport

Background:

Staff have utilized a Hangar Waiting list to fill a vacancy in Hangar #16, with Brad Krumel. He has submitted all necessary documentation.

The Utility and Infrastructure Board will consider this item at their January 13, 2026 Meeting.

Fiscal Impact: \$4,356 in lease rent received per year.

LARGE AIRCRAFT HANGAR LEASE

This Aircraft Hangar Lease ("Lease") is made and entered into by and between the City of Fremont, Nebraska, a Municipal Corporation, ("City") and Brad Krumel ("Lessee", whether one or more) according to the terms set forth herein:

1. **Lease.** The City hereby leases to Lessee a City-owned aircraft storage hangar # 16 (the "Hangar") located at the Fremont Municipal Airport ("Airport") subject to the terms and conditions of this Lease. The Hangar shall be used, subject to the Fremont Airport Hangar Rules and Regulations attached hereto as Exhibit "A" ("Airport Rules and Regulations"), primarily for aeronautical purposes including the storage of active aircraft and incidental uses permitted herein that do not interfere with the aeronautical use of the hangar. All aircraft and hangar contents shall either be owned or leased by Lessee or City permitted sub-Lessees or licensees of the Lessee.

2. **Aircraft.** This Lease is for the storage of the following aircraft:

#1 N <u>6882P</u>	#2 N _____
Make <u>Piper</u>	Make _____
Model <u>Comanche 250</u>	Model _____
No. of Engines <u>1</u>	No. of Engines _____
Year <u>1960</u>	Year _____
No. of Seats <u>4</u>	No. of Seats _____

Lessee, whether one or more, shall maintain a majority legal ownership or majority leasehold interest in the above- described aircraft during the entire term of this Lease. Appropriate documentation of the Lessee(s) ownership or leasehold interest shall be presented upon execution of this Lease and within thirty (30) days following any change in Lessee's ownership or leasehold interest in any aircraft.

3. **Term.** This lease shall be for a term of five (5) years beginning on the 14th day of January 2026, and ending on the 14th day of January 2031, unless extended or terminated as herein provided. Upon the expiration of the initial five-year term, this Lease shall automatically renew for one additional five (5) year term unless Lessee gives notice to the City of its intent not to renew which notice must be provided not less than 60 days before the end of the current term. However, the City reserves the right to increase the rent for the second term in which event written notice the amount of such increase shall be given to Lessee not later than 120 days prior to the expiration of the initial lease term. The Lessee shall have the one-time option to terminate the lease at the end of the first lease year prior to the escalation of the rent in years two, three, four and five. To do so, notice must be provided not less than 60 days before the end of the year one (1) of the lease.

4. Rent. Lessee agrees to pay annual rent for the use of the Hangar during the term of this Lease in the sum of Four Thousand, Three Hundred and Fifty-Six Dollars (\$4356.00 per year), payable in no less than monthly installments. Commencing on the first day of the 2nd Lease Year (as hereinafter defined) and on the first day of each Lease Year thereafter during the Lease Term (each an "Adjustment Date"), the rent for the Hangar shall escalate at the rate of 2.507% (Two and Five Hundred and Seven Thousandth Percent).

5. Regulations. In addition to the terms of this Lease, Lessee agrees to abide by the Airport Rules and Regulations. The City may amend these rules and regulations from time to time as may be required by governmental rule or regulation or best airport management practices. However, any proposed amendments shall be first presented and discussed in open session at a regular or special meeting of the Fremont Airport Advisory Board at which time good faith discussions concerning such proposed amendments will take place between City, Fremont Airport Advisory Board, participating hangar owners and members of the public. The City may thereafter proceed to adopt, or decline to adopt, such proposed regulation(s) or amended versions of the same. In the event Lessee determines that any newly adopted regulation materially interferes with the Lessee's use of the Hangar, then Lessee shall have the option to terminate this Lease which must be exercised within 90 days of the adoption of the new regulation(s) by the City.

6. Use and Care of Hangar. In addition to the Airport Rules and Regulations:

A. Lessee shall continuously use and occupy the Hangar primarily for aeronautical purposes including the storage of active aircraft and incidental uses that do not interfere with the aeronautical use of the hangar as described in 14 CFR 1-Policy on the Non- Aeronautical Use of Airport Hangars;

B. Lessee shall promptly comply at Lessee's cost with all laws, ordinances and regulations promulgated by duly constituted governmental authorities affecting the cleanliness, safety, use and occupation of the Hangar;

C. Lessee shall perform no acts nor carry on any practices which may damage the Hangar or constitute a nuisance or menace to other Hangars, aircraft or Lessees;

D. Lessee shall keep the Hangar area under its control, clean and free from dirt, debris and rubbish at all times;

E. The Hangar shall not be used for any form of aeronautical commercial activity, including, but not necessarily limited to, maintenance and repair of aircraft (other than cleaning and light maintenance of stored aircraft), offering of flight services, flight training or other related activity in the absence of consent by the City; and,

F. Lessee shall keep the Hangar door closed at all times other than during the times that Lessee is moving aircraft in and out of the Hangar space or is physically present at the Airport.

7. Assignment or Sublease. Lessee shall not assign this Lease or sublet any part of the Hangar without the previous written consent of the City, which consent shall not be unreasonably withheld. Further, any sub-lessee shall execute a sub-lease agreement that requires the sub-lessee to abide by the terms and conditions of this Lease including all Airport Rules and Regulations pursuant to a written sub-lease agreement form that is acceptable to the City. Notwithstanding the foregoing, this Lease is assignable to the Lessee's spouse, members of Lessee's immediate family, an entity controlled by one or more members of Lessee's immediate family.

8. Repairs and Alterations.

A. City Repairs. City shall keep the foundations, structural columns, beams, exterior walls, roof, Hangar doors and motors, fixtures and hard surfaced Hangar apron in good repair and, if necessary or required by proper governmental authority, make

modifications or replacements thereof. In accordance with the stipulations defined in Part 9 of the lease, the City shall have the right of entry to the leasehold to conduct maintenance and repair activities. The City shall further provide all snow removal for all hard-surfaced areas at the Airport.

B. Lessee's Repairs. Except as provided in Section A of this paragraph, Lessee agrees, at Lessee's expense, to at all times maintain and keep the Hangar clean, safe and in good order, condition and repair.

C. Alterations. Lessee shall not make any alterations, additions, improvements or changes affecting the building or the premises without in each instance obtaining the prior written consent therefore from the City, which shall not be unreasonably withheld. If such consent is obtained, Lessee shall furnish indemnification against liens, costs, damages and expenses as may be required by the City. All alterations, additions and improvements (other than trade fixtures or other fixtures that can be removed without material damage to the Hangar) which may be made or installed upon the premises shall remain upon and be surrendered with them as a part thereof at the termination of this Lease. Lessee shall repair and restore any damage resulting from the removal of any fixture.

9. Access. The City or its authorized representatives shall have the right to inspect the premises at any time upon providing not less than a 24 hour advance notice to the Lessee in the absence of an emergency and shall have immediate right of access in the event of an emergency or exigent circumstances. The City shall at all times shall have working keys or other means of access to the Hangar.

10. Utilities. Lessee agrees to pay all charges for all utilities serving the Hangar.

11. Taxes. Lessee shall pay all personal property taxes levied or assessed against Lessee's aircraft and other property placed in the Hangar.

12. Insurance. Lessee agrees to procure and maintain continuously during the term of this Lease, and any extension thereof, aircraft liability insurance, at Lessee's cost, insuring the City as an additional insured and Lessee against claims, demands, or actions for injuries to, or death of, any person per accident in the amount of One Hundred Thousand Dollars (\$100,000) per person and Five Hundred Thousand (\$500,000.00) aggregate; coverage for damage to property in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000) per accident; and, insurance to cover the leased hangar and contents in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per accident, all made by or on behalf of any person or persons, firm or corporation, arising out of the ownership, use or maintenance of the Lessee's aircraft. The City shall be added as an additional insured under such policy and Lessee shall provide proof of such coverage at the inception of the Lease.

13. Waiver of Claims and Indemnity. All personal property on the premises shall be at the risk of the Lessee, and City shall not be liable for any damages to Lessee's personal property, except loss caused by City's negligence or breach of this Lease. Lessee covenants to indemnify and hold Lessor harmless from all claims, demands or actions for injury to, or death of, any person or loss of, or damage to, property in or about the Hangar, including the person and property of Lessee, its employees, agents, invitees, licensees, or business visitors, caused or asserted by reason of the breach or violation of the provisions of this Lease by Lessee or any negligent act or omission of Lessee, such indemnity to include the cost, expense and attorney's fees reasonably incurred by Lessor but shall not include indemnity for any negligent act or omission of the City or of City's breach of this Lease. Nothing in this paragraph shall inure to the benefit of a third party.

14. Subrogation. Lessee and City each hereby mutually release and relieve the other from all claims and liabilities arising from or caused by any hazard or loss covered by insurance in connection with the performance of this Agreement, regardless of the cause of the damage or

loss; provided that this release shall apply only to the extent that such loss is covered by insurance.

15. Default and Remedies.

A Event of Default. If any one or more of the following events shall occur and be continuing beyond the period set forth in any default notice provided to be given, an Event or Events of Default shall have occurred under this Lease:

(i) Non-Payment. If Lessee shall fail to pay any installment of rent under this Lease within ten (10) days after delivery of notice from City to Lessee that the same is past due and payable; or

(ii) Non-Performance. If Lessee shall fail to comply with any of the other terms, covenants, conditions or obligations of this Lease and such failure in compliance shall continue for thirty (30) days after the giving of notice by City to Lessee specifying the failure; or

(iii) Vacation or Abandonment. If Lessee shall vacate or abandon the active use of the Hangar.

B. Right to Terminate Lease and Re-Enter. If there shall occur an uncured Event of Default

following proper notice of such Event of Default, then City may, in addition to any other remedy available to City under this Lease or under Nebraska law, declare this Lease terminated and Lessee shall quit and surrender possession of the Premises. However, Lessee shall remain liable to City under the terms of this Lease, and upon Lessee's failure to surrender possession, City may re-enter the Hangar by forcible entry and detainer proceeding proceedings or pursuant to paragraph 9 hereof.

16. Notices. Any and all notices or demand required or permitted to be given hereunder shall be deemed to be properly served if sent by registered or certified mail, postage prepaid, as follows:

To the City:

To the Lessee:

or at such other address or addresses as either party may hereafter designate in writing to the other. Any notice or demand so mailed shall be effective for all purposes at the time of deposit thereof in the United States Mail.

17. Non-Discrimination. Lessee agrees that, (i) No person on the grounds of race, creed, color, sex, disability or national origin shall be subjected to discrimination in the use of the facilities; and, (ii) Lessee shall use the Hangar in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Program of the Department of Transportation, as such regulations may be amended.

18. Miscellaneous. This lease shall be governed by Nebraska law and any unresolved disputes shall be subject to the exclusive jurisdiction of the County or District Courts of Dodge County, NE; and, (ii) this Lease contains the entire agreement of the parties and, with the exception of the Airport Rules and Regulations, may not be amended in the absence of further written agreement of the parties. Further, this lease agreement shall be subordinate to the provisions of any outstanding agreements between Lessor and the FM or the Department of Aeronautics, State of Nebraska, relative to the maintenance, operation, or development of the airport and this lease is subject to immediate cancellation in the event of repossession by the Department of Aeronautics, State of Nebraska, or the FAA.

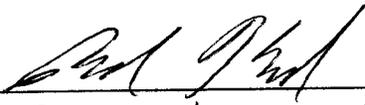
19. Other Terms.

IN WITNESS WHEREOF, the parties hereto have caused the due execution hereof as of the day and year first above written.

CITY OF FREMONT, Lessor

By:

Joey Spellerberg, Mayor



Brad Krume

Lessee

Lessee

Hangar No. 16

Contact Information
(INCLUDE ALL OCCUPANTS OF THE HANGAR)

Full Name:

Krumel Bradley D
Last First M.I.

Mailing Address:

17407 Redman Ave Omaha NE 68116
Street Address/State/Zip Apartment/Unit #

Email:

bkfly5@gmail.com

Alternate Contact: Mandy Krumel Phone: 509-981-5973

(SUBLETTER IF APPLICABLE)

Full Name:

Last First M.I.

Mailing Address:

Street Address/State/Zip Apartment/Unit #

Email:

Alternate Contact: _____ Phone: _____

Hangar No. 16

AIRCRAFT INFORMATION

(COMPLETE FOR ALL PLANES STORED IN HANGAR)

Owners
Representative: Brad Krumel

-

Make & Model: Piper Comanche 250

-

Tail Number: N6882P

-

Owners Name: Brad Krumel

-

Owners Phone: 402-676-2223

-

Owners Email: bkfly@gmail.com

-

(SUBLETTER IF APPLICABLE)

Owners
Representative:

-

Make & Model:

-

Tail Number:

-

Owners Name:

-

Owners Phone:

-

Owners Email:

-

EXHIBIT "A"

Fremont Airport
Rules and Regulations for Non-FBO Lessees

1. Lessee shall provide the City of Fremont ("City") with updated contact information on an annual basis.
2. All hangars must be used primarily for aeronautical purposes which include:
 - a. Storage of active aircraft and motor vehicles of aircraft passengers or users while the aircraft is in use;
 - b. Storage of aircraft handling equipment, (e.g. tow bar, glider tow equipment, work benches, tools and materials used to perform minor maintenance of aircraft and final assembly of amateur or kit-built aircraft subject to the limitations of the Lease and these regulations;
 - c. Storage of materials related to an aeronautical activity (e.g. balloon and skydiving equipment, aeronautically-related office equipment);
 - d. Non-commercial final assembly of amateur-built or kit-built aircraft subject to the restrictions of use set forth in the Lease and these regulations; and,
 - e. Provided the hangar is used primarily for aeronautical purposes, Lessee may permit non-aeronautical items to be stored in hangars provided they do not interfere with the aeronautical use of the hangar, including storage in the rear of the Hangar of not more than two, in the aggregate, of motor vehicles, watercraft or recreational equipment.
3. Lessee shall maintain a fire extinguisher or extinguishers, in good operating condition, containing dry chemical or halon 1211-type extinguishing agents readily available within the hangar space. There shall be one such fire extinguisher for each seventy-five feet (75') of travel within the hangar space. All equipment shall be maintained in accordance with current NFPA Standards. Tags showing the last inspection shall be attached to each unit.
4. Hangars cannot be used as a residence or for any overnight stay or sleep.
5. Hangars shall be kept clean and free of grease, oil, trash and other debris.
6. No cloth or carpet type absorbent floor materials are allowed under aircraft.
7. Smoking is prohibited inside and around all Hangars.
8. Aircraft are only to be fueled by authorized personnel.
9. No more than 5 gallons of external flammable liquids (i.e. fuel) are permitted in the Hangar and must be in DOT approved containers.
10. No open flames or spark producing devices are allowed (i.e. grinders, welders).
11. No electric or propane heating equipment unless installed or used in accordance with all governmental codes and authorized by the City.
12. No storage of combustible materials, propane bottles or external compressed gas cylinders, except as provided by Item 9 above or permitted following application to and approval by the City, in its sole discretion.
13. No parts cleaning or other cleaning is allowed using flammable liquids.
14. No one under the age of 18 is allowed on the airport grounds unless accompanied by an adult or authorized by Airport staff.

15. No person shall enter the Airport with any animal without the permission of the Airport Management, except dogs or other animals which are restrained by leash, or properly confined and under the supervision of an adult.
16. No fiberglass, epoxy, composite lay-up or doping is permitted in any Hangar.
17. No aircraft engine may be operated in any Hangar.
18. All jacks or hoists must be used on the floor and nothing shall be mounted or hoisted from any part of the building's side or overhead structure.
19. No person shall dispose of garbage, papers, or any other forms of trash including cigarettes, cigars, and matches, except in the receptacles provided by the City.
20. No person shall keep any uncovered trash containers in any area of the airport. Areas to be used for trash and garbage containers shall be designated by the Airport Manager. Such areas shall be kept clean and sanitary at all times.
21. Any solid or liquid, which may be spilled at the Airport, shall be immediately cleaned up by the person responsible for such spillage, and reported immediately to the Airport Manager.
22. The Hangar unit is designed as an aeronautical "storage" facility. Only limited maintenance is allowed on aircraft. All maintenance must be performed by the owner/partner of the aircraft and must comply with all FAA rules and regulations.
23. No paint spraying is permitted within any Hangar.
24. Hangar inspections may be announced and conducted from time to time by airport staff and/or the fire marshal to assure compliance with the hangar lease agreement. Staff shall endeavor to provide tenants with at least 24 hours' notice of such scheduled inspections. In the event of a Lease violation or fire and safety hazard, the Lessee will receive written notification explaining the hazard/violation.
25. Use of personal vehicles on the airport grounds shall be limited to the reasonable use of airport facilities, All individuals operating personal vehicles shall have a valid driver's license.

(ALL APPLICANTS MUST SIGN)

Brad Krume

[Handwritten Signature]
(Signature)

(Date) 12/12/25

(Signature)

(Date)

(Signature)

(Date)

RESOLUTION NO. 2026-004

A Resolution of the City Council of the City of Fremont, Nebraska authorizing the Mayor to sign the new lease for Hangar #16, with Brad Krumel

WHEREAS, Staff have utilized a hangar wait list; and,

WHEREAS, Brad Krumel has submitted all documentation for the five (5) year lease of hangar #16.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fremont, Nebraska authorizes the Mayor to sign the Hangar #16 five (5) year lease, with Brad Krumel.

PASSED AND APPROVED THIS 13th DAY OF JANUARY, 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Angie Olson, Grant Coordinator
DATE: January 13, 2026
SUBJECT: Nebraska Department of Economic Development (DED) Subaward Agreement Contract No. 24-11-317

Recommendation: Approve Resolution 2026-005 authorizing the Mayor to sign Nebraska Department of Economic Development Security Agreement under Subaward Agreement Contract No. 24-11-317

Background: In February 2023, the City of Fremont Parks and Recreation applied for funding from the Nebraska EDA Tourism Grant Program to rehabilitate and expand trails in Hormel and Wildwood Parks and add an inclusive and natural-inspired playground inside the forest area of Wildwood Park.

The City's application was approved for \$113,106 for the purchase of a compact wheel loader, stump grinder attachment, mulch attachment, and grapple fork bucket to rehabilitate and expand the park trails. In June of 2025, DED awarded the City an additional \$190,734 for a total award of \$303,840, approved via Resolution 2025-134.

The project is now complete. To receive reimbursement and close out the grant, DED has requested a Security Agreement covering the equipment purchased under the agreement be executed.

Fiscal Impact: A maximum of \$303,840 in federal grant funds.

SECURITY AGREEMENT

This **SECURITY AGREEMENT** ("Agreement") is entered into on this 15 day of December, 2025 by and between the United States Department of Commerce, Economic Development Administration ("EDA"), whose address is 1244 Speer Boulevard, Suite 431, Denver, Colorado 80204, herein called "Secured Party," and the City of Fremont, whose address is 400 East Military Avenue Fremont, NE 68025, hereinafter called "Debtor."

WHEREAS, the Nebraska Department of Economic Development applied to, received and accepted from Secured Party a grant in the amount of Three Million Seventy-Four Thousand Five Hundred Dollars (\$3,074,500) pursuant to a Financial Assistance Award (the "Award") dated November 8, 2021, and bearing EDA Project No. 05-79-06141.

WHEREAS, Nebraska Department of Economic Development entered into a subaward of the Award with Debtor for Three Hundred and Three Thousand Eight Hundred Forty Dollars (\$303,840) ("Subaward");

WHEREAS, all subawards must comply with the terms and conditions of the Award, including the Financial Assistance Award, applicable provisions of the 2 CFR Part 200, and all associated Terms and Conditions. *See* 2 CFR § 200.101(b)(1) (Applicability to federal financial assistance), which describes the applicability of 2 CFR Part 200 to various types of Federal awards and §§ 200.331-333 (Subrecipient monitoring and management);

WHEREAS, the Award and Subaward include a description of the proposed project (the "Project"); and

WHEREAS, the aforesaid Financial Assistance Award provides the purposes for which the Award may be used and provides, *inter alia*, that Debtor will not sell, mortgage or otherwise use or alienate any right to, or interest in, the Project, including any GOODS purchased with any of the Award proceeds, or use the Project or said machinery and equipment for purposes other than and different from those purposes set forth in the Financial Assistance Award and the application made therefore, such alienation or use being prohibited by 13 CFR Part 314 and/or 2 CFR Part 200.

NOW THEREFORE, Debtor hereby grants to Secured Party a lien on and security interest in all machinery and equipment purchased with any proceeds of the above referenced EDA Award including, but not limited to, the machinery and equipment described on **Exhibit "A"** hereof ("GOODS") acquired by the Debtor, with proceeds from said Award, along with all substitutions, replacements, additions and accessions to said GOODS (hereinafter referred to as "Collateral").

The security interest herein granted shall terminate and be of no further force and effect once the Estimated Useful Life of all portions of the Collateral has expired. The number of years that has been established as the Estimated Useful Life for each piece of Collateral is set forth on **Exhibit "A"**.

Default in the performance by Debtor of any of its obligations identified in the Financial Assistance Award or default under any agreement evidencing any of said obligations is a default under this Agreement which will entitle Secured Party to compensation. The amount of compensation due Secured Party shall be a percentage of the fair market value of the Collateral at the time of default equal to the percentage of Award funds used to purchase said Collateral, as further described in 13 CFR Part 314 and/or 2 CFR Part 200.

Upon such default, Secured Party, its successors or assigns, may declare all obligations herein recited immediately due and payable and Secured Party shall have all remedies of a Secured Party under applicable law.

Debtor further warrants, covenants, represents, and agrees as follows:

- (a) That Debtor is, or is to become, the Owner of the Collateral, and has or will have when the Collateral is acquired the right to convey a security interest in it to the Secured Party. The Collateral is, or will be when acquired, free and clear of all liens, claims, charges, encumbrances, taxes, and assessments.
- (b) That the Collateral will not be sold, transferred, rented, leased, pledged, made subject to a security agreement, or removed from the location set forth in **Exhibit "B"** hereof without the written consent of Secured Party and that the Collateral will not be misused, or abused, wasted or allowed to deteriorate, except for ordinary wear and tear from its intended use.
- (c) That the Collateral shall remain in Debtor's possession or control at all times at Debtor's risk of loss and that the Collateral and all books and records relating to the Collateral shall be available at all times for inspection by Secured Party or its authorized representative.
- (d) That Debtor will not permit or cause the Collateral to become affixed to real estate as fixtures.
- (e) That Debtor will keep and maintain such records as are necessary to reflect and identify the Collateral and will deliver to Secured Party such lists, descriptions and designations of the Collateral as Secured Party may from time to time request.
- (f) That Debtor will sign and execute, upon request of Secured Party, any Financing Statement or other document or procure any document, and pay all connected costs, necessary to protect the security interest granted hereby against the rights or interest of third persons.
- (g) That Debtor will protect the title and possession of the Collateral and will pay promptly, when due and before becoming delinquent, all taxes and assessments now existing or hereafter levied or assessed against said Collateral or any part hereof, and will keep said Collateral insured, if insurable, to the full insurable value of said Collateral, against loss or damage by fire, windstorm and theft and any other hazards reasonably expected to occur in the physical location of Collateral or any hazards as may be reasonably required from time to time by Secured Party.

- (h) Upon the occurrence of a default, the Secured Party may apply to any court of competent jurisdiction for the appointment of a receiver to take charge of the Collateral and to secure the rents, issues, and profits from it for the benefit of the Secured Party.
- (i) Debtor hereby specifically waives all rights of appraisalment and rights of redemption where available by applicable law. Debtor hereby further waives all rights to marshaling of Debtor's assets including the Collateral and if Secured Party elects to sell the Collateral in parts or parcels separately, the security interest granted hereby shall continue in full force and effect until all portions of the Collateral have been sold by the Secured Party.
- (j) Secured Party may, at its option, remedy any default without waiving same, or may waive any default without waiving any prior or subsequent default. No waiver by Secured Party shall be effective unless in writing.
- (k) Debtor and Secured Party agree that any notice given or required to be given pursuant to this Security Agreement shall be sufficiently given when mailed, postage prepaid to the respective addresses shown above.
- (l) Debtor agrees to execute, perfect and record this security interest in accordance with applicable law so that a Secured Party first priority lien remains perfected at all times in the Collateral. Debtor agrees to file timely continuances, when required.
- (m) This Agreement may not be modified or amended except by a written instrument executed by the parties. If any provision should be held unenforceable or void, then such provisions(s) shall be deemed severable from the remaining provisions and shall in no way affect the validity of this Agreement.
- (n) This Agreement may be executed and delivered in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. An electronic signature, including a scanned or other copy of a signature of a party hereto, including delivery of the Agreement by electronic exchange, shall be deemed an original for purposes of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the year and date first above written.

SECURED PARTY

United States Department of Commerce
Economic Development Administration

Angela B. Martinez
Regional Director, Denver Regional Office

[Signature for Debtor on following page]

DEBTOR

Dev Sookram
Mayor

Attachments:
Exhibit A = Description of Collateral
Exhibit B = Project Site Location Description

Exhibit "A"
Description of Collateral

Item #	Quantity	Useful Life (Years)	Item Description/Make/Model	Dollar Value (Per Item)
Equip id #EQN195436 Serial #MZ601039	1.00	5 years	Compact Articulated loader Model 906 Make AA	\$123,464
Equip id #EQN200735 Serial # 84-1940	1.00	5 years	Loftness Mulcher Battle Ax S Series Model 71BSS44T1_L7 Make L7	\$35,835
Equip id #EQN144556 Serial #84-1940	1.00	5 years	SG18B Stump Grinder Model 4240460_SSL Make AA	\$8,315

Exhibit "B"

Project Site Location Description

Qualified Census Tract FIPS 31053964400 in Fremont, Nebraska, specifically Hormel Park 41.4107° N, 96.5156° W and Wildwood Park 41.4206° N, 96.5283° W.

Equipment Storage: 1914 Christensen Field Rd, Fremont, NE 68025

RESOLUTION NO. 2026-005

A Resolution of the City Council of the City Of Fremont, Nebraska, authorizing the Mayor to sign a Security Agreement covering the equipment purchased under Nebraska Department of Economic Development (DED) Subaward Agreement Contract No. 24-11-317.

WHEREAS, the City of Fremont received a grant award for the rehabilitation and expansion of trails at Hormel and Wildwood Parks; and,

WHEREAS, to receive reimbursement and close out the grant, DED has requested a Security Agreement covering the equipment purchased under the agreement be executed.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Fremont, Nebraska, authorizes the Mayor to sign a Security Agreement covering the equipment purchased under Nebraska Department of Economic Development (DED) Subaward Agreement Contract No. 24-11-317.

PASSED AND APPROVED THIS 13th DAY OF JANUARY, 2026

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Todd Bernt, Fire Chief
DATE: January 13, 2026
SUBJECT: Approve Memorandum of Understanding with Front Line Mobile Health

Recommendation: Approve Resolution 2026-007 authorizing the Mayor to sign the Memorandum of Understanding with Front Line Mobile Health

Background: The City Council approved the agreement with Front Line Mobile Health for the Fire Department annual physicals at the November 25, 2025 City Council meeting. Since the Fire Department has a limited policy requiring physicals that don't define standards, a Memorandum of Understanding (MOU) with Front Line is needed so the City can receive Medical Recommendation Forms on all Fire Department personnel.

Approving this MOU ensures compliance with the Collective Bargaining Agreement with the International Association of Firefighters.

Fiscal Impact: None.

MEMORANDUM OF UNDERSTANDING: MEDICAL RECOMMENDATION DETERMINATIONS

Fremont Fire Department

415 East 16th Street
Fremont, Nebraska 68025
(402) 727-2688



This Memorandum of Understanding exists between:

Front Line Mobile Health, PLLC, a professional limited liability company organized and existing under the laws of Texas, with its principal office located at 4749 Williams Drive, Suite 304, Georgetown, TX 78633, info@frontlinemobilehealth.com;

And

Fremont Fire Department
Department

415 East 16th Street
Address

Fremont, Nebraska 68025
City, State, Zip Code

Event Point of Contact

Todd Bernt
Name

Fire Chief
Title

todd.bernt@fremontne.gov
E-Mail

(402) 727-2688
Phone

Service Provider and Contracting Agency may be referred to herein individually as "Party", or collectively as "Parties".

Purpose:

This Memorandum of Understanding (MOU) establishes a mutual understanding between Front Line Mobile Health, PLLC ("Service Provider") and Fremont Fire Department ("Contracting Agency") regarding the medical evaluation of Fire Department personnel. This MOU references and fully incorporates that certain Professional Services Agreement executed by FLMH and Department.

MEMORANDUM OF UNDERSTANDING: MEDICAL RECOMMENDATION DETERMINATIONS

The parties acknowledge that this MOU is only intended to be used in the following situations:

- Contracting Agency does NOT have a formal operational health and safety policy (or local medical standard); AND
- Contracting Agency requests FLMH identify high risk individuals using only those metrics set forth in the "Scope" section below; AND
- The Contracting Agency is requesting a Medical Recommendation Form (MRF) as part of the Front Line Mobile Health program; AND
- Contracting Agency intends to develop and implement a formal operational health and safety policy (or local medical standard), within two calendar years from the date the MOU is signed by both parties, based on the data collected pursuant to this MOU and the Professional Services Agreement.

Both parties agree that Front Line will use only the 15 Essential Job Tasks outlined in National Fire Protection Association (NFPA) standard, titled "2025 NFPA 1580 Standard for Emergency Responder Occupational Health and Wellness", Chapter 10 Occupational Medical: Essential Job Tasks (NFPA 1582), [Section 10.1.1](#) (Exhibit A) as a reference for performance measures, as well as the additional health criteria listed below.

Scope:

Members will be considered to have an acceptable level of operational risk to perform the 15 Essential Job Tasks, unless one or more of the following exceptions is present:

1. **Aerobic Capacity** (a.k.a. VO2 Max) which falls below the minimum cardiorespiratory fitness and aerobic capacity standard for Firefighters, adjusted for age and biological sex of the individual (35th percentile), using cycle ergometer protocol [[NFPA 1580, Table A.12.2.2.4\(b\)](#)] **OR Aerobic Capacity** (a.k.a. VO2 Max) which falls below the cardiorespiratory fitness and aerobic capacity standard for Firefighters, adjusted for age and biological sex of the individual (50th percentile), using cycle ergometer protocol [[NFPA 1580, Table A.12.2.2.3\(b\)](#)], in individuals who have any of the medical conditions identified in NFPA 1580 [Table 13.6](#), [Table 13.7](#), or [Table 13.8](#)
2. **Hemoglobin A1c** greater than 8.0% [[NFPA 1580, Table 13.8\(1\), \(2\), and \(3\)](#)] (Exhibit C)
3. **Hypertension (moderate to severe)** where blood pressure is greater than 160 mm/Hg systolic, 100 mm/Hg diastolic, or both [[NFPA 1580, Table 13.7\(19\)](#)]
4. **Hematologic disorder** such as anemia, where the hematocrit is less than 40% for men and 35% for women, **OR Hematologic Disorder** such as polycythemia vera where the hematocrit is greater than 53% for men, or 51% for women [[NFPA 1580, Table 13.18\(1\)](#)]
5. **Other Medical Condition(s)** that would not otherwise fall into numbers 1-4 above, resulting in job restrictions associated with specific Essential Job Tasks that cannot be safely and effectively performed by the individual [[NFPA 1580, 13.4 and 13.4.2](#)]

MEMORANDUM OF UNDERSTANDING: MEDICAL RECOMMENDATION DETERMINATIONS

It is understood that there are many conditions and situations listed in NFPA 1580 that are well beyond the scope of this MOU. The goal of this memorandum is to allow the Contracting Agency to collect data and publish a formal Standard Operating Procedure, Standard Operating Guideline, and/or policy using relevant health information that applies specifically to the detailed and nuance requirements of the Contracting Agency.

Responsibilities:

Front Line Mobile Health will conduct medical evaluations and provide recommendations for each Firefighter's operational risk based on the criteria outlined in this memorandum.

Contracting Agency will ensure that personnel comply with the recommendations and follow up on any required retesting or evaluations.

Duration:

This MOU will remain in effect from the date of signing until two years from MOU signing, unless terminated earlier by either party with 30 days written notice.

Signatures:

"Contracting Agency"

Fremont Fire Department
Department
415 East 16th Street
Address
Fremont, Nebraska 68025
City, State, Zip Code

"Service Provider"

Front Line Mobile Health, PLLC
4749 Williams Drive, Suite 304
Georgetown, TX 78633

By:

Todd Bernt
Name
Fire Chief
Title

Date Signed



Digitally signed by Chelsea K.
Conner, MPAS, APA-C
Date: 2025.12.18 15:07:04
-07'00'

Chelsea K. Conner, MPAS, APA-C
Name
Chief of Sales
Title

December 18, 2025
Date Signed

MEMORANDUM OF UNDERSTANDING: MEDICAL RECOMMENDATION DETERMINATIONS

EXHIBIT A: 15 ESSENTIAL JOB TASKS

National Fire Protection Association standard titled "2025 NFPA 1580 Standard for Emergency Responder Occupational Health and Wellness" and "2022 NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments" are not incorporated by reference due to the size of the documents. However, these fifteen (15) Essential Job Tasks are included for reference and can be superseded by the Contracting Agency's job descriptions, if provided to Service Provider.

1. Wearing personal protective equipment (PPE) and self-contained breathing apparatus (SCBA) while performing firefighting tasks (e.g., hose line operations, extensive crawling, lifting and carrying heavy objects, ventilating roofs or walls using power or hand tools, forcible entry), rescue operations, and other emergency response actions under stressful conditions, including working in extremely hot or cold environments for prolonged time periods.
2. Wearing the respirators required by the jurisdiction (e.g., N-95, half-face elastomeric, PAPR, SCBA), which includes a demand-valve-type positive-pressure facepiece or filter respirator, achieving a successful fit-test and tolerating increased respiratory workloads.
3. Exposure to toxic fumes, irritants, particulates, biological (i.e., infectious) and nonbiological hazards, or heated gases, despite the use of PPE and SCBA.
4. Climbing at least six flights of stairs or walking a similarly strenuous distance and incline in jurisdictions without tall buildings while wearing PPE and SCBA, commonly weighing 40–50 lb. (18–23 kg) and carrying equipment/tools weighing an additional 20–40 lb. (9–18 kg).
5. Wearing PPE and SCBA that is encapsulating and insulated, which will result in significant fluid loss that frequently progresses to clinical dehydration and can elevate core temperature to levels exceeding 102.2°F (39°C).
6. Working alone while wearing PPE and respirators required by the jurisdiction, searching, finding, and rescue-dragging or carrying victims to safety in hazardous conditions and low visibility.
7. While wearing PPE and SCBA, advancing water-filled hose lines up to 1 3/4 in. (45 mm) in diameter from fire apparatus to occupancy [approximately 150 ft (50 m)], which can involve negotiating multiple flights of stairs, ladders, and other obstacles.
8. While wearing PPE and SCBA, climbing ladders, operating from heights, walking or crawling in the dark along narrow and uneven surfaces that might be wet or icy, and operating in proximity to electrical power lines or other hazards.
9. Unpredictable, prolonged periods of extreme physical exertion as required by emergency operations without benefit of a warm-up period, scheduled rest periods, meals, access to medication(s), or hydration.

MEMORANDUM OF UNDERSTANDING: MEDICAL RECOMMENDATION DETERMINATIONS

EXHIBIT A: 15 ESSENTIAL JOB TASKS

10. Operating fire apparatus or other vehicles in an emergency mode with emergency lights and sirens.
11. Critical, time-sensitive, complex problem solving during physical exertion in stressful, hazardous environments, including hot, dark, tightly enclosed spaces, that is further aggravated by fatigue, flashing lights, sirens, and other distractions.
12. Ability to communicate (i.e., give and comprehend written or verbal orders) while wearing PPE and respirators required by the jurisdiction under conditions of high background noise, poor visibility, and drenching from hose lines or fixed protection systems (e.g., sprinklers).
13. Functioning as an integral component of a team, where sudden incapacitation of a member can result in mission failure or in risk of injury or death to members of the public or other team members.
14. Working in shifts, including during nighttime, that can extend beyond 12 hours.
15. Performing emergency medical service (EMS) tasks, such as cardiopulmonary resuscitation (CPR) or lifting or moving patients, while wearing PPE and respirators required by the jurisdiction.

RESOLUTION NO. 2026-007

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the Mayor to sign the Memorandum of Understanding with Front Line Mobile Health.

WHEREAS, the Fire Department does not have a formal medical policy; and,

WHEREAS, the Fire Department requests Front Line Mobile Health identify high risk individuals using only those metrics set forth in the “Scope” section of the MOU; and,

WHEREAS, the Fire Department is requesting a Medical Recommendation Form as part of the Front Line Mobile Health Program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fremont, Nebraska hereby approve the Mayor to sign the Memorandum of Understanding (MOU) with Front Line Mobile Health.

PASSED AND APPROVED THIS 13th DAY OF JANUARY, 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Dan Reznicek, Power Plant Superintendent
DATE: January 13, 2026
SUBJECT: LDW Chemical Supply Agreement

Recommendation: Approve Resolution 2026-008 approving the agreement with ChemTreat for the LDW Chemical Supply in the amount of \$271,489.59 per year for three years

Background:

The City of Fremont Department of Utilities developed a request for proposal to provide chemicals and technical assistance for the Lon D Wright (LDW) power plant. The chemicals are primarily used for boiler water and cooling tower water conditioning. The proposal included provisions for technical assistance and periodic reviews of the treatment program and inspections of the plant injection systems.

The RFP required the vendor to provide a price per pound of chemicals for each type of treatment. Quantities of chemicals needed were based on LDW provided gallons of water used and flow rates. Price of the chemicals will fluctuate due to market value, amounts of chemicals and unit operation. There is no minimum or maximum volume of chemicals to be purchased, and the agreement can be terminated at any time by either party.

Staff sent the proposal to three (3) known vendors that could provide the treatment service, NALCO did not respond with a proposal. Below is an estimated price breakdown per vendor.

PRICING PER YEAR	WATERLINK	CHEMTREAT
BOILER	\$20,897.01	\$20,146.79
COOLING TOWER	\$251,173.81	\$251,342.80
TOTAL	\$272,070.82	\$271,489.59

Staff evaluated the proposals based on current chemical costs, estimated quantity required, vendor staffing and experience in treating similar power boilers to provide consistent high-quality water treatment. Staff recommend ChemTreat for the 3-year Power Plant water treatment program.

This item will be considered at the January 13, 2026, Utility and Infrastructure Board meeting.

Fiscal Impact: Approximate budgeted expenditure in the amount of \$271,489.59 per year for three years plus applicable taxes and delivery.

RESOLUTION NO. 2026-008

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing Staff to issue a purchase order to ChemTreat for purchase of water treatment chemicals and technical assistance for the Lon D Wright (LDW) Power Plant.

WHEREAS, The City of Fremont Department of Utilities developed a request for proposal (RFP) to provide chemicals and technical assistance for the LDW power plant. The chemicals are primarily used for boiler water and cooling tower water conditioning; and,

WHEREAS, The RFP required the vendor to provide a price per pound of chemicals for each type of treatment for staff to evaluate. Quantities of chemicals needed were based on LDW provided gallons of water used and flow rates. There is no minimum or maximum volume of chemicals to be purchased, and the agreement can be terminated at any time by either party.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fremont, Nebraska authorize Staff to issue a purchase order to ChemTreat for an estimated amount of \$271,489 per year for three (3) years, plus applicable taxes and delivery expenses.

PASSED AND APPROVED THIS 13th DAY OF JANUARY, 2026

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Cari Hoffart, Street Superintendent
DATE: January 13, 2026
SUBJECT: Agreement with City Logix for LIDAR mapping of City Streets and Right of Ways

Recommendation: Approve Resolution 2026-009 approving the three-year contract with City Logix for their Street Scan services and software in the amount of \$39,123 per year

Background:

In order to shift towards a data driven approach to street repairs and planning, Staff interviewed multiple vendors to find a solution to fit the needs of the Street Department. Staff have determined that the services provided by City Logix is the best option for a comprehensive plan that utilizes a PCI (Pavement Condition Index).

It is critical to have a nationally recognized index with which Staff can rate, compare, plan, and appropriately budget for, street repairs and projects moving forward.

The initial phase will be street surface scanning, followed by right-of-way sign inventory and street markings. Staff will begin scanning in the Spring, with the deliverable software expected approximately two months after scanning completion.

The Utility and Infrastructure Board will consider this item at their January 13, 2026 meeting.

Fiscal Impact: Budgeted expense in the amount of \$39,123 per year, with a total cost of \$117,370 over the three-year term.

RESOLUTION NO. 2026-009

A Resolution of the City Council of the City of Fremont, Nebraska authorizing the Mayor to sign the three (3) year contract with CityLogix for their Street Scanning services and software.

WHEREAS, to enhance efficiency, Staff would like to shift to a more data driven approach to street repair and planning; and,

WHEREAS, CityLogix Street Scan has been determined to be the best option for these services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fremont, Nebraska authorize the Mayor to sign the three (3) year contract with CityLogix for their Street Scanning services and software in the amount of \$39,123 per year.

PASSED AND APPROVED THIS 13th DAY OF JANUARY, 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk



2025 Sole Source Statement

The Streetlogix software (a division of StreetScan USA, Inc.) and StreetScan Data Capture provide advanced analysis of street assets, including pavement, sidewalks and right-of-way (ROW) infrastructure. The platform facilitates the development of comprehensive asset maintenance strategies and budget planning.

Proprietary Components Unique to Streetlogix and StreetScan Data Capture

Optimized Capital Planning & Asset Prioritization:

Streetlogix employs a proprietary optimization algorithm to generate capital improvement plans and prioritize repair projects for roads, sidewalks, signs, and other ROW assets. By leveraging unique degradation curves for each street asset, the AI-driven engine performs up to 4,000 iterations per budget scenario to determine the most effective allocation of funds, maximizing asset life extension.

Automated Management Sectioning:

Streetlogix uniquely aggregates individual street segments into larger Management Sections to minimize mobilization costs during repair planning. This grouping is based on factors such as condition, material, and street classification. No other street asset management software on the market currently offers this capability.

Proprietary Pavement Inspection & Data Processing Technology:

The StreetScan Pavement Inspection and Management solution integrates proprietary LiDAR and 360-degree imagery technology. Our exclusive AI-driven feature extraction, data processing, and analytical algorithms ensure unparalleled accuracy and efficiency, capabilities unavailable from any other provider.

End-to-End Turnkey Solution:

Our comprehensive solution encompasses road scanning, automated feature extraction, pavement analysis, intuitive data visualization, and the development of pavement improvement plans tailored to customer requirements. This integrated approach provides actionable insights for more effective road maintenance and management through our software portal.

Additionally, our proprietary technology is the result of an \$18 million research grant from the National Institute of Safety and Transportation, awarded to enhance roadway management in the United States. StreetScan USA Inc. (DBA Citylogix)

DocuSigned by:

53656F61F0694AF...

Jon-Erik Dillon
CEO
jonerik.dillon@citylogix.com

AGREEMENT FOR SERVICES
BY AND BETWEEN

STREETSCAN USA INC.
AND

THE CITY OF FREMONT, NE

THIS AGREEMENT is made this date _____, by and between the The City of Fremont, NE, with offices at 400 East Military Ave., Fremont, NE 68025, hereinafter called the MUNICIPALITY and STREETSCAN USA INC., with offices at 603 Salem Street, Wakefield, MA 01880, hereinafter called STREETSCAN (together the "PARTIES").

WITNESSETH, for the consideration hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF STREETSCAN

The MUNICIPALITY hereby engages STREETSCAN, and STREETSCAN hereby accepts the engagement to perform certain pavement inspection and management services for the MUNICIPALITY.

ARTICLE 2 - SCOPE OF SERVICES

The Scope of Services will be performed in accordance with STREETSCAN'S proposal to the MUNICIPALITY submitted the 16th day of January 2025 (herein referred to as the "PROJECT") attached hereto as Exhibit C and showing a list of purchased services in the table in section 5.1.

This AGREEMENT represents the full and complete agreement between the PARTIES. Terms and conditions may be changed, or additional terms added only by written amendment to this AGREEMENT signed by both PARTIES.

ARTICLE 3 - RESPONSIBILITIES OF THE MUNICIPALITY

The MUNICIPALITY, without cost to STREETSCAN, shall do the following in a timely manner so as not to delay the services of STREETSCAN:

- 3.1 Designate in writing a person to act as the MUNICIPALITY's representative with respect to work to be performed under this AGREEMENT, such person to have complete authority to transmit instructions, receive information, interpret, and define the MUNICIPALITY's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this AGREEMENT.
- 3.2 The MUNICIPALITY's representative will coordinate with officials and other MUNICIPAL employees who have knowledge of pertinent conditions and will confer with STREETSCAN regarding both general and special considerations relating to the PROJECT.

- 3.3 Assist STREETSCAN by placing at STREETSCAN'S disposal all available information pertinent to the PROJECT or requested by STREETSCAN including previous reports and other historical data relative to design or construction of the roadways in the MUNICIPALITY.
- 3.4 Arrange for access to and make all provisions for STREETSCAN to enter upon public and private lands as required for STREETSCAN to perform its work under this AGREEMENT. If the selected service contains sidewalks the MUNICIPALITY is responsible for clear access. Objects such as debris, trash, trash cans, etc. have to be removed for clear access as it will affect the quality of the service.
- 3.5 Furnish STREETSCAN all needed topographic, property, boundary and right-of-way maps. Data provided in standard GIS file formats are preferred.

We require a target road GIS layer with segmentation, either from the client or from the State DOT. If neither is available, we can create it from a list of target roads from intersection to intersection or as otherwise directed, charging STREETSCAN's standard engineering billing rates attached hereto as Exhibit A. If MUNICIPALITY requests a different segmentation after the processing has begun, results will be delayed, and STREETSCAN will charge engineering rate for implementing the segmentation change.

STREETSCAN will use MUNICIPALITY's pavement maintenance methods and pricing for the pavement maintenance plan, if it is provided by the end of the data collection. Otherwise we'll use our default pavement maintenance methods and pricing. Subsequent changes are billed at STREETSCAN's standard engineering billing rates.

- 3.6 Cooperate with and assist STREETSCAN in all additional work that is mutually agreed upon.
- 3.7 Pay STREETSCAN for work performed in accordance with the terms specified herein.

ARTICLE 4 - TIME OF PROJECT

STREETSCAN will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the MUNICIPALITY. STREETSCAN agrees to provide services described herein in a timely manner. The PARTIES recognize that the services being provided by STREETSCAN are subject to impact by weather, labor, fire, construction, and technological issues that may cause delays during the pavement inspection period. STREETSCAN agrees to use its best efforts to avoid delays.

ARTICLE 5 - PAYMENTS TO STREETSCAN

- 5.1 Fees. For services performed under this AGREEMENT, the MUNICIPALITY agrees to pay STREETSCAN the total amount set forth in the Table 'Total Streets,' attached hereto as Exhibit B, subject to the revisions directed by paragraph 5.2, based on those services selected by the MUNICIPALITY as set forth in the Total Streets program after review of

the proposal. Early termination fees will apply if MUNICIPALITY opts out of AGREEMENT prior to term completion based on services rendered to that point.

- 5.2 Reconciliation. The parties hereby acknowledge that the total amount set forth in Exhibit B may be subject to adjustment based on the actual quantities surveyed, which will not be known until STREETSCAN'S field work is complete. MUNICIPALITY agrees to pay for all services set forth in Exhibit B based on the actual quantities surveyed, whether more or less than set forth above or estimated in the proposal.
- 5.3 Remedies. If the MUNICIPALITY fails to make any payment due STREETSCAN for services and expenses within thirty (30) days after receipt of STREETSCAN'S statement therefor, STREETSCAN may, after giving seven (7) days' written notice to the MUNICIPALITY, suspend services under this AGREEMENT. Unless payment is received by STREETSCAN within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, STREETSCAN shall have no liability to the MUNICIPALITY for delay or damage caused the MUNICIPALITY because of such suspension of services.
- 5.4 Costs of Collection. The MUNICIPALITY agrees to pay all collection related costs that STREETSCAN incurs enforcing the terms of this AGREEMENT, including attorney's fees.

ARTICLE 6 - GENERAL PROVISIONS

6.1 Standard of Care

The services provided by STREETSCAN shall be performed in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by similar professionals performing similar services under the same or similar circumstances and conditions. STREETSCAN makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

6.2 Risk Allocation/Limitation of Liability

6.2.1 STREETSCAN is not responsible for any delay, disruption or liabilities caused by the failure or the inability of any state, federal, local, or other authority to review or take other appropriate action on a timely basis with respect to services performed by STREETSCAN under this AGREEMENT.

6.2.2 STREETSCAN shall be liable only to the extent that its gross negligence is the proximate cause of any injury or damage to the MUNICIPALITY. In the event that STREETSCAN is adjudicated or otherwise found to be jointly negligent, STREETSCAN'S liability shall be limited to the proportion or degree of its actual negligence, and recovery against STREETSCAN shall be limited to STREETSCAN'S percentage share of the joint negligence as applied against the total amount recoverable.

6.3 Dispute Resolution

This Agreement shall be deemed to have been made in Nebraska and the validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the substantive law of Nebraska, excluding, however, such laws as pertain to conflicts of law. STREETSCAN and the MUNICIPALITY forever renounce and waive their right to a trial by jury with respect to any demand, claim or counterclaim arising under this Agreement. Except for claims for injunctive relief, STREETSCAN and the MUNICIPALITY agree that all other claims, disputes and controversies between them arising under this Agreement shall be finally resolved by binding arbitration conducted by the American Arbitration Association, or such other person or arbitration service as the parties mutually agreed upon. Either STREETSCAN or the MUNICIPALITY may demand arbitration by providing the other party 10 days' notice that notifying party is filing for arbitration. All arbitration proceedings will take place in Omaha, Nebraska. The arbitrator(s) may grant compensatory damages and costs to the prevailing party (but not punitive or exemplary damages) and that the costs of arbitration shall be borne equally by STREETSCAN and the MUNICIPALITY, except that STREETSCAN and the MUNICIPALITY shall bear their own attorneys' fees. This right to arbitration will not preclude or affect in any manner the rights of STREETSCAN to equitable relief hereunder.

6.4 Governing Law

The AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

6.5 Comprehensive General Liability Insurance

STREETSCAN shall secure and maintain, for the duration of this PROJECT, the following Comprehensive General Liability Insurance policy or policies at no cost to the MUNICIPALITY.

With respect to the operations STREETSCAN performs STREETSCAN shall carry:

Comprehensive General Liability Insurance providing a combined single limit of One Million Dollars (\$1,000,000) for bodily injuries, death, and property damage to others with a Two Million Dollars (\$2,000,000) General Aggregate.

6.6 Automobile Liability Insurance

STREETSCAN shall secure and maintain for the duration of this PROJECT, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by STREETSCAN in connection with this AGREEMENT, in the following amount:

6.6.1 Not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of Five Hundred Thousand Dollars (\$500,000) for all damages

arising out of bodily injuries to or death of two or more persons in any one accident or occurrence, and

6.6.2 Not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one accident or occurrence.

6.7 Workers Compensation Insurance Coverage

6.7.1 STREETSCAN shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the Commonwealth of Massachusetts.

6.7.2 If the MUNICIPALITY is located outside of the Commonwealth of Massachusetts, STREETSCAN agrees to obtain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT, if any, as required by the laws of the state where the work is performed.

6.8 Non-Discrimination In Employment – STREETSCAN

STREETSCAN agrees and certifies that in providing the services described herein, it shall not discriminate against any employee or applicant because of race, color, religion, age, sex, sexual orientation, or national origin. STREETSCAN further agrees to be bound by and abide by any and all applicable governmental regulations pertaining to non-discrimination.

6.9 Precedence

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding STREETSCAN'S services.

6.10 Severability

If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

6.11 Survival

ARTICLE 6 shall survive the completion of services under this AGREEMENT and the termination of this AGREEMENT for any cause.

6.12 Force Majeure

Neither MUNICIPALITY nor STREETSCAN shall be considered in default in the performance of its obligations hereunder if such obligations were prevented or delayed by any cause beyond the reasonable control of the party which include, but are not limited to acts of God, labor disputes, or civil unrest.

The party affected by force majeure shall inform the other parties in writing regarding the particulars of the event of force majeure, and shall, within fifteen (15) days from the occurrence of such event, provide a report to the other parties explaining the reason for which the obligations cannot be performed in whole or in part and delayed performance is necessary and the proposed remedy.

ARTICLE 7 - TERMINATION

- 7.1 Subject to the terms set forth in Article 5.5 above, the obligation to provide further services under this AGREEMENT may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 7.2 If the PROJECT is suspended or abandoned in whole or in part for more than three months, STREETSCAN shall be compensated for all services performed prior to receipt of written notice from the MUNICIPALITY of such suspension or abandonment, together with other direct costs then due and all Termination Expenses as defined in Paragraph 7.3. If the PROJECT is resumed after being suspended for more than three months, the PARTIES agree that STREETSCAN'S compensation shall be adjusted to the market rates for the services selected by the MUNICIPALITY at the time the PROJECT is resumed.
- 7.3 In the event of termination by the MUNICIPALITY under Paragraph 7.1 upon the completion of any phase of the PROJECT, progress payments due STREETSCAN for services rendered through such phase constitute payment for such services. In the event of any such termination, STREETSCAN will be paid for all unpaid services and unpaid other direct costs, plus all Termination Expenses. Termination Expenses means additional other direct costs directly attributable to termination, which, if termination is at the MUNICIPALITY'S convenience, shall include an amount computed as 10 percent of total compensation for the PROJECT earned by STREETSCAN to the date of termination.

ARTICLE 8 - OWNERSHIP AND USE OF DOCUMENTS

- 8.1 MUNICIPALITY shall retain ownership of all processed work product including, but not limited to, field data, analyses, calculations, notes and other records relating to the project prepared by STREETSCAN.
- 8.2 Following delivery of final results, MUNICIPALITY will be able to access all results for a period of (3) three years from the date of delivery. MUNICIPALITY will be able to export the data at any time. STREETSCAN agrees to maintain the MUNICIPALITY'S web-based Streetlogix portal for their access and will maintain a backup version of the data onsite and through cloud-based services. MUNICIPALITY'S initial license for this access is active for 3 years and sold with the initial proposal.

8.3 At the conclusion of the three-year period referenced in 8.2, MUNICIPALITY has the option to renew its access subscription on an annual basis or continue with the TotalStreets program for another 3 year period. STREETSCAN reserves the right to withhold access pending receipt of the renewal payment. Renewal pricing is based on the surveyed centerline miles and is subject to adjustment for inflation based on the most recent annual Consumer Price Index for All Urban Consumers (CPI-U) in the Fremont, NE area. Any and all renewals will be handled by the execution of an additional subscription agreement. The renewal period will not begin until payment is received by STREETSCAN. Renewals may be made as long as the MUNICIPALITY desires access to the data. Non-payment of the renewal notice, once the renewal has begun, will lead to removal of the web-based portal from STREETSCAN'S server and termination of MUNICIPALITY'S access to their data.

ARTICLE 9 – CONFIDENTIALITY

MUNICIPALITY agrees not to disclose any of STREETSCAN'S confidential or proprietary information to any person unless requested in writing from STREETSCAN and approved in writing by STREETSCAN, and agrees to bind its employees, officers, and agents to this same obligation.

ARTICLE 10 – SOLE REMEDY

Notwithstanding anything to the contrary contained herein, MUNICIPALITY and STREETSCAN agree that their sole and exclusive claim, demand, suit, judgment, or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, directors, officers, or employees.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

ACCEPTED FOR
STREETSCAN USA INC.

THE CITY OF FREMONT, NE

By: _____

By: _____

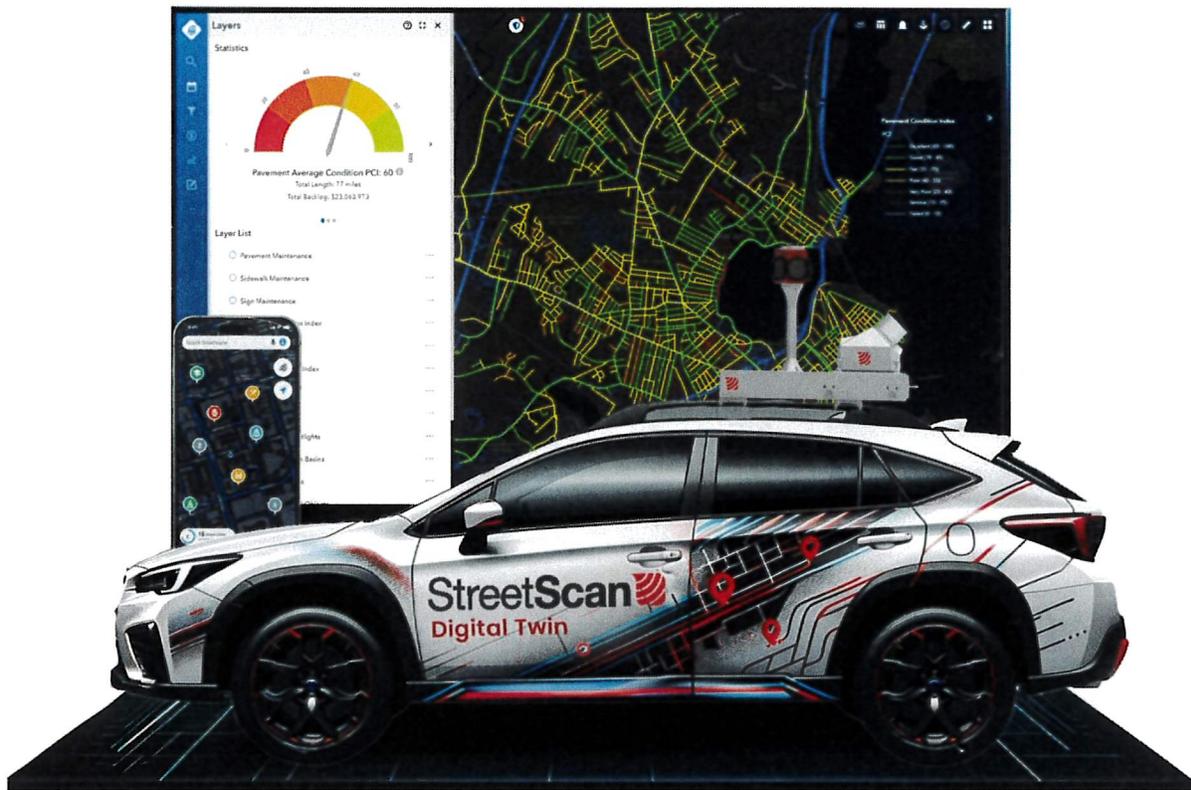
EXHIBIT A

TITLE	RATES
Senior Leadership	\$300.00
Project Sponsor	\$250.00
Project Manager	\$250.00
Senior Engineering Manager	\$250.00
Data Collection - Team Leader	\$150.00
Data Processing - Team Leader	\$150.00
GIS Services - Team Leader	\$150.00
Quality Control - Team Leader	\$150.00
Quality Control Technician	\$110.00
Senior Field Technician	\$95.00

EXHIBIT B

TOTALSTREETS ANNUAL PAYMENTS				
Roads Data Collection, Data Processing, (3) years of Citylogix EAM Software, (3) years of 360 Imagery Viewer				
YEAR	1	2	3	Total
Pavement Management	\$39,850			\$39,850
Citylogix – Asset Management Module	\$32,340	\$17,340	\$17,340	\$67,020
360 Imagery Viewer	\$3,500	\$3,500	\$3,500	\$10,500
Total Annual Cost	\$75,690	\$20,840	\$20,840	\$117,370
Annual Payment	\$39,123	\$39,123	\$39,124	\$117.370
Early Termination Fee (Calculated at time of annual renewal)	\$36,567	\$18,284	\$0	

Exhibit C



Pavement and Asset Management Proposal
The City of Fremont, NE
January 16, 2025

Proposal for The City of Fremont, NE

Prepared for:

Cari Hoffart

Street Superintendent

The City of Fremont, NE

97 W. 3rd Street

Fremont, NE, 68025

402-727-2691

Prepared by:

StreetScan USA Inc.

605 Salem Street

Wakefield, MA 01880

617.399.8236

TABLE OF CONTENTS

1. ABOUT US	5
2. OUR TEAM	6
3. THE STREETSCAN/STREETLOGIX SYSTEM	7
4. ASSET MANAGEMENT SOFTWARE	8
5. WORK ORDER MANAGEMENT SYSTEM	9
6. CITIZEN ENGAGEMENT APP	10
7. PRICING OVERVIEW	11
7.1 DATA COLLECTION (STREETSCAN)	11
7.2 SOFTWARE (STREETLOGIX)	11
7.3 OPTIONAL SERVICES AND ASSETS	13
8. TOTALSTREETS	14
APPENDIX A – SCOPE OF WORK AND DELIVERABLES	15
APPENDIX B – OPTIONAL SERVICES AND ASSET COLLECTION	19

Pavement and Asset Management Proposal
Fremont, NE

January 16, 2025

Cari Hoffart, Street Superintendent
City of Fremont, NE
97 W. 3rd Street
Fremont, CO 68025

Thank you for your interest in StreetScan. Municipalities worldwide are faced with aging infrastructure and limited budget resources to repair and maintain them. Having the ability to monitor the health of your street network utilizing comprehensive and repeatable data, collected via vehicles equipped with imaging systems allows your staff to optimally allocate repair and maintenance budgets. This is now made possible in an affordable, objective way utilizing StreetScan's advanced mobile sensing vehicles and Streetlogix cloud-based asset management software.

Our service offering includes:

- Data Collection: automated vehicle survey of paved CL miles.
- Data Processing of Right-of-Way transportation infrastructure condition.
- Data Visualization: pavement monitoring system including StreetScan's Pavement Rating (PCI).
- Pavement Management Planning: maintenance and budget options, suggestions and scenarios; via our optional cloud-based software Streetlogix.

Also available (see Appendices for more details):

- 360° Imagery Viewer
- Optional asset extractions including pavement markings, traffic signs, sidewalks, curbs, trees, etc.

On behalf of the team at StreetScan, we are pleased to submit this proposal for your review. We strive to be as accurate as possible in our initial projections and cost estimates and look forward to meeting with you soon to discuss any questions you may have.

Yours truly,



Ken Peterson
Senior Account Manager

1. ABOUT US

At StreetScan/Streetlogix, we come to work each day because we want to solve our clients' biggest problems when it comes to managing their street assets. We have a Smart City Service Offering that provides clients with an intelligent, objective, and affordable way to manage those assets.

Throughout the history of business, people have used data to make more informed decisions. Streetlogix enables exactly this for our municipal clients.

Municipalities no longer must spend months working within complicated excel spreadsheets. Now, they can leverage the power of AI to improve their decision-making abilities with a few clicks of the mouse.

StreetScan made a name for itself when it received an \$18 Million dollar U.S. federal grant to develop a new sensing and analytics platform to monitor roads. At the time, this was a 5-year Research project overseen by Northeastern University. Throughout this five-year process, the group worked with numerous Boston area municipalities in perfecting the service offering. In 2015, StreetScan spun out of Northeastern and since then has been offered commercially across the U.S. & Canada.

The StreetScan Smart City Service Offering combines critical transportation infrastructure assessments with the leading industry pavement and asset management platform, saving our clients time and money. Our data collection vehicles, ScanCars and E-scooters, enable municipalities to extract and monitor critical assets such as sidewalks, streets, traffic signage, pavement markings, and other transportation infrastructure assets.

The robust and highly customizable, AI and web-based GIS asset management platform, Streetlogix, has changed the landscape in the industry. Municipalities can now optimize their budget within a user-friendly GIS environment. The system provides objective information on the current state of their infrastructure and makes maintenance and repair recommendations, including prioritization of sidewalk projects. Using unparalleled data visualization and budget optimization tools, our clients have created defensible data-driven Capital Improvement Plans while successfully justifying their budgeting requests. Plus, our Work Order Module has helped municipalities go from inefficient in-house emailing systems and spreadsheets to an easy-to-use platform that allows users to effectively schedule, track, and manage all work orders at the office and in the field.

StreetScan has grown to service nearly 300 customers throughout the U.S. and Canada. To date, we have assessed approximately 48,500 centerline miles of road, 9,750 miles of sidewalk, and 55,000 ramps. With a team of 50+ professionals stationed throughout two countries, we continue to expand and grow, bringing on new municipal customers all over North America.

As our customers' needs evolve, so do our services and resources. StreetScan will change how you maintain your infrastructure assets – for the better and for the future.

2. OUR TEAM



Ken Peterson – Senior Account Manager – Ken is an experienced Sales Professional with 25 years of sales and sales management under his belt. He's been working with Municipalities in the Midwest US for the last seven years in the areas of Enterprise Asset Management and Citizens Engagement software. Ken is a graduate of the University of Nebraska at Omaha and resides in Nebraska.



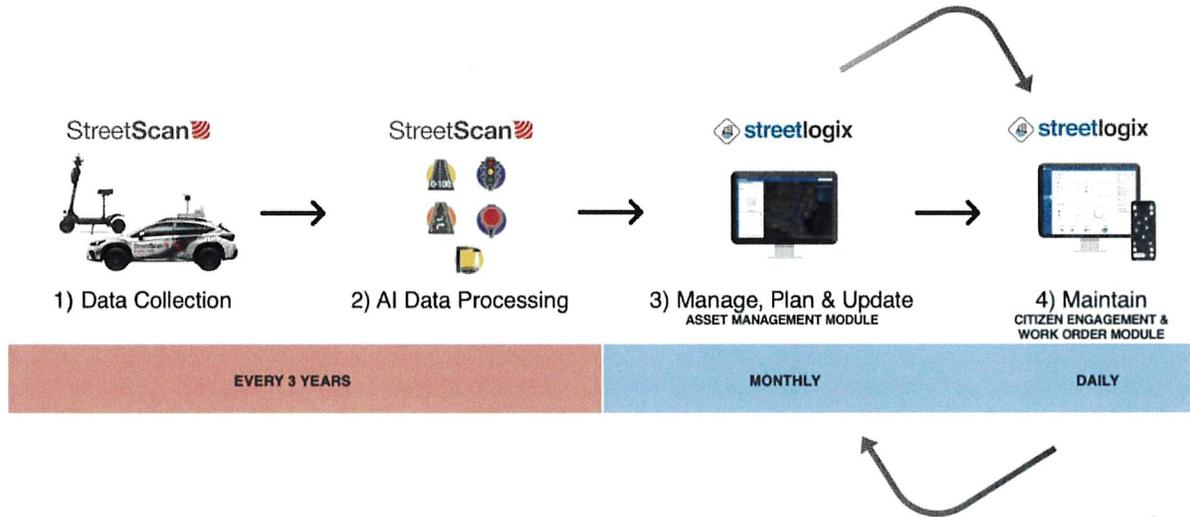
Ahmad Hassan – Director of Operations – At StreetScan, Ahmad is responsible for overseeing our North American operations and ensuring our customers' needs are met. Ahmad graduated from The Lebanese American University with an MBA in Business Management as well as a BS in Computer Science and gathered over 20 years of experience in the world of IT, most of which was in the GIS field. He co-founded Orion Middle East, a leader in the GIS mapping industry working throughout the Middle East region and consulted for several IT and GIS projects. Prior to joining StreetScan, Ahmad created iCare, a management system designed for schools and daycares currently in use in 15 countries around the world.



Chris Hahn – Director of Customer Success – Chris works closely with our customers throughout their implementation of Streetlogix and on-going customer care, helping to ensure that clients reach their goals for integrating asset management technologies to enhance their operations. Chris brings over 16 years of progressive experience in the software industry, most recently focusing on municipal enterprise level software solutions. Chris is primarily responsible for streamlining business operations, using his vast experience to ensure that consistent delivery and client satisfaction are the cornerstones of our customer's experience. Using his business analyst background, Chris is well positioned to understand customers' needs and goals to help tailor solutions that optimize their operations and workflows.

3. THE STREETSCAN/STREETLOGIX SYSTEM

StreetScan's vehicle-based data collection and cloud-based asset and work order management platform optimize your road budget and provide user-friendly analytics about the status of your street assets.



Data Collection/Processing

StreetScan's vehicles equipped with imaging systems detect pavement & sidewalk surface distresses without interrupting traffic flow.

Optimized algorithms evaluate and prioritize repairs of assets, including pavement, sidewalks, traffic signs, and more.

See Annex for more details on Data Collection.

Data Management

Collected data goes into Streetlogix, our unique **cloud-based software**, allowing municipalities to visualize and manage road assets to schedule maintenance within a user-friendly GIS environment.

Our Work Order module, with its easy-to-use interface, allows municipalities to schedule, track and manage work orders, both in the office and in the field.

4. ASSET MANAGEMENT SOFTWARE

Streetlogix's **Asset/Pavement Management Module** is a cloud-based mapping, analysis, and decision-making tool for the public sector. Use it to create maps, analyze data and plan road repairs, sidewalk projects, traffic signs and right-of-way budgeting decisions. Your data and maps are stored in a secure and private infrastructure and can be configured to meet your mapping and IT requirements.

Asset Management Key Features:

Powerful Decision-Making Tools

User-Friendly Dashboard

Editing Capabilities

360° Video & Imagery Support

Web-Based

esri Partner Network

OPTIMIZE YOUR BUDGET

BUILD DECISION TREES



SOFTWARE INTEGRATION

Streetlogix uses a RESTful API to integrate with your other asset management, accounting, or financial systems and ensures a seamless information flow between different systems.

5. WORK ORDER MANAGEMENT SYSTEM

Streetlogix's **Work Order Management System** brings greater organization, efficiency, and accountability to your task management planning, allowing you to effectively schedule, track and manage all work orders, as well as monitor work order performance metrics in a centralized dashboard. Plus, you can track and complete work orders in the field using our app on your mobile device.

Work Order Key Features:

Unlimited Users/Departments

Resource Management

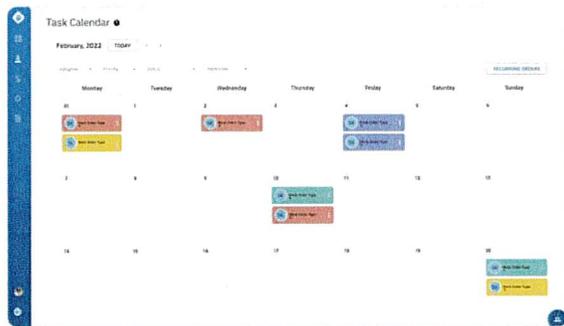
Cloud Hosted
amazon web services

Web-Based

esri Partner Network

User-Friendly Smartphone App

TASK CALENDAR

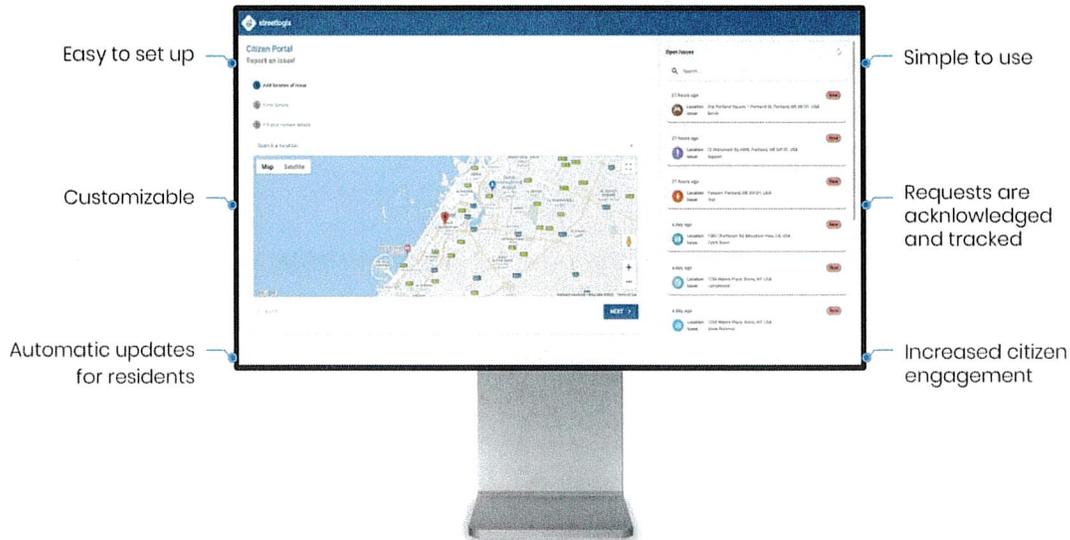


MOBILE APPLICATION



6. CITIZEN ENGAGEMENT APP

Streetlogix's **Citizen Engagement App** empowers your residents to submit service requests while enabling you to easily monitor the submissions. Our 311 application ensures your residents that each request is heard, acknowledged, and tracked. It is simple to use, easy to set up, and allows automatic updates for residents on efforts to keep their community functioning. Streetlogix Citizen Engagement app helps you build a collaborative, transparent and stronger community.



Complete work order integration



7. PRICING OVERVIEW

7.1 DATA COLLECTION (STREETSCAN)

PAVEMENT MANAGEMENT				
	SERVICES INCLUDED	CENTERLINE MILES	\$/CL	TOTAL
StreetScan 	ScanCar Data Collection	170 mi	\$160	\$27,200
	Data Processing			
	Pavement Project Management		\$20	\$3,400
	GIS Coordination Fee - Fixed			\$1,500
	Mobilization and Setup Cost			\$7,750
	TOTAL			\$39,850

7.2 SOFTWARE (STREETLOGIX)

CITYLOGIX ESSENTIALS SOFTWARE					
 streetlogix Essentials	POPULATION	ANNUAL LICENSE	ANNUAL DATA	IMPLEMENTATION FEE	TOTALS
Essentials License (Asset Mgmt. + Work Order)	27,764	\$14,450	\$2,890	\$15,000	\$32,340
360° IMAGERY VIEWER		\$2,500	\$1,000	NA	\$3,500

CITYLOGIX SOFTWARE PRICING				
FEATURES	Essentials	Professional	Enterprise	360 StreetView
Annual License	\$14,450			\$2,500
Annual Data Hosting	\$2,890			\$1,000
Implementation/Configuration	\$15,000			
Total first Year Cost	\$32,340			\$3,500 Annually
Release Date	✓	<i>June 2025</i>	<i>June 2025</i>	
Assets	3 <small>(Roads, Sidewalks & Traffic Signs)</small>	15	Unlimited	
Service Requests	✓	✓	✓	
Work Orders/Inspections	✓	✓	✓	
GIS Integration for Asset Mapping	✓	✓	✓	
Reporting	✓	✓	✓	
Streetlogix Mobile App	✓	✓	✓	
Single Asset Decision Tree	✓	✓	✓	
311/Citizen Engagement	✓	✓	✓	
TimeSheets/TimeTracker	✗	✓	✓	
Predictive Analytics	✗	✓	✓	
Multi Asset Decision Trees	✗	✓	✓	
Customizable Dashboards & Financial Reporting	✗	✓	✓	
Advanced Budgeting Tools	✗	✓	✓	
Workflow Automation	✗	✓	✓	
API's / Enterprise-Level Integration	✗	✗	✓	
AI-driven Asset Deterioration & capital Planning	✗	✗	✓	
Unlimited Users				

*Prices quoted are good for 60 days.

7.3 OPTIONAL SERVICES AND ASSETS

One of our unique advantages is the ability for our clients to extract, assess and obtain actionable data from other Municipal assets utilizing the same data collected for the Pavement Management Survey. Below is a list of additional assets we can process from the collected data. This is set up as an a-la-carte menu so you can pick and choose the assets to meet your asset management needs.

PRODUCT	ASSETS	UNIT	QTY (EST.)	PRICE (\$/UNIT)	PRICE
Assets Extracted from Imagery & Additional Field Measurements					
Catch Basins	Location	Catch basins	3,400	\$2	\$6,800
Manholes	Location	Manholes	5,100	\$2	\$10,200
Traffic Signs	All Signs + 4 Attributes	Sign	3,338	\$4	\$13,352
Pavement Markings	All Markings + 3 Attributes	CL-M	170	\$65	\$11,050
Trees	Trees – Curb to Sidewalk	Trees	3,500	\$4	\$14,000
Roads GIS Database	Road Inventory	CL-M	170	\$30	\$5,100
Sidewalk GIS Database	Sidewalk Inventory	CL-M	170	\$50	\$8,500
Curb GIS Database	Curb Inventory	CL-M	170	\$50	\$8,500
Other Right of Way Assets	Inquire with our Team for: Traffic Signals, Fire Hydrants, Street Lights etc.				

- All assets will be uploaded as individual GIS layers within Streetlogix
- Catch Basins are estimated at CL-M multiplied by 20
- Manholes are estimated at CL-M multiplied by 30
- All quantities are estimated. Final billing is based on actual quantities collected.

8. TOTALSTREETS

It's a struggle to keep up with maintenance & repairs when upfront costs are prohibitive and often leave you with short-term fixes rather than a long-term strategy. With **TotalStreets**, your community can now benefit from a cost-effective, end-to-end pavement management solution while spreading the cost in equal payments over three years.

How much does it cost?

SERVICE	YEAR 1	YEAR 2	YEAR 3	TOTAL
StreetScan 	\$39,850			\$39,850
Streetlogix Essentials	\$32,340**	\$17,340	\$17,340	\$67,020
360 Imagery Viewer	\$3,500	\$3,500	\$3,500	\$10,500
Total Cost	\$75,690	\$20,840	\$20,840	\$117,370
With Subscription:				
TotalStreets Solution	\$39,123	\$39,123	\$39,123	\$117,370

*Other StreetScan and Streetlogix assets and modules can be added upon request. Contact us for information and pricing.

** Total First year Cost contains the \$15,000 Implementation and Training Fee.

What's included?

1. Data Collected every 3 Years*



Standard PCI Rating Scale	
85-100	Good
70-85	Satisfactory
55-70	Fair
40-55	Poor
25-40	Very Poor
10-25	Serious
0-10	Failed

2. PCI Score



3. 360 HD Imagery



4. Maintenance & Repair Strategies



5. Asset Management Software
Data Hosting, Support,
Advanced Analytics (3 years)

 **streetlogix**

APPENDIX A – SCOPE OF WORK AND DELIVERABLES

ROAD AND SIDEWALK ASSESSMENT SERVICE

StreetScan offers a technology-based Pavement Management approach for continuous health monitoring of your road network. Combining years of R&D at Northeastern University, StreetScan's vehicles and cloud-based software, Streetlogix, save you time and make your repair dollars go further. We have developed a four-step process to effectively Scan, Process and Manage your road data.

STEP 1: DATA COLLECTION

Roads

Vehicle Deployed: ScanCar



StreetScan collects LiDAR/imagery data and utilizes 360° imaging technology to measure road defects, such as cracking, bumps, and potholes. The 360° imaging camera provides a 10' of lateral road coverage and seamless road scanning in the direction of travel at speeds up to 65 mph., supplying imagery of the road surface and Right-of-Way assets. An Inertial Measurement Unit (IMU) enabled GNSS position system provides position location, even in the event of intermittent GPS satellite coverage.

Data collected is processed to assign an overall condition rating for each road (PCI). The rating ranges from 0-100, where 0 is the worst possible road and 100 is the best.

Sidewalks

Vehicle Deployed: E-Scooter



StreetScan has developed a scooter-based approach which captures all the necessary distresses. StreetScan utilizes high resolution 2D imaging technology to collect sidewalk video, and identify distresses such as cracks, surface distortions, general uplifts, and tree uplifts. A mobile phone and high-grade GPS device are used for controlling data collection.

Data collected is processed to assign an overall condition rating for each sidewalk. The rating ranges from 0-100, where 0 is the worst possible sidewalk and 100 is the best.

STEP 2: DATA EXTRACTION

Roads

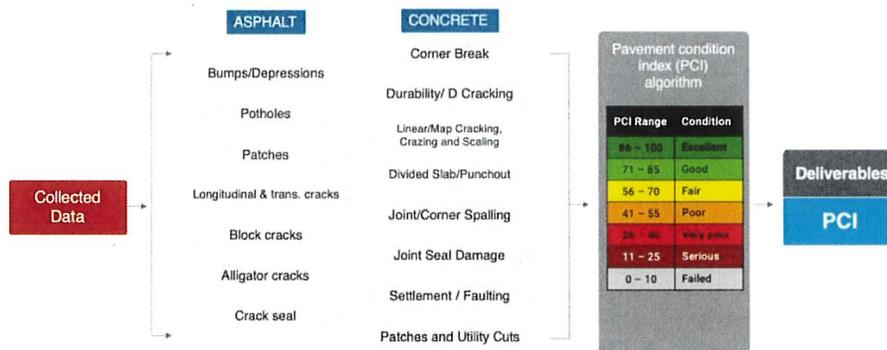
The collected data (TBs/day) is uploaded to the StreetScan server, where automated software processes the raw sensor data. Using advanced processing algorithms, the sensors' raw data is converted into meaningful parameters representing different aspects of pavement condition. Several of our key indicators are fused to determine the **StreetScan Pavement Condition Index (PCI)** for each road segment. StreetScan's GIS specialists segment the pavement evaluation data based of our clients historical street segmentation or from intersection to intersection in the absence of that data.

Sidewalks

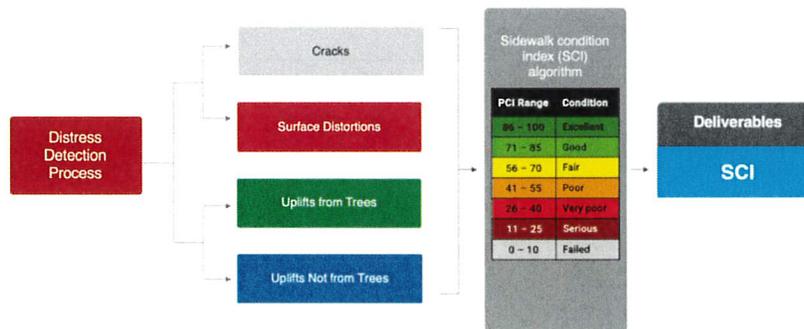
Data collected from the E-Scooter system is processed to identify the following for each sidewalk: material, quantity, location, and severity of distresses such as cracks, surface distortions, general uplifts, and tree uplifts. The distress information for each sidewalk is input to StreetScan's proprietary algorithm to calculate the sidewalk's condition rating.

StreetScan's basic approach uses a weighted failures scheme per linear distance for a given sidewalk segment. Individual failure or feature types are given various weightings depending on their contribution to perceived sidewalk condition. As an example, an uplift is considered to have more impact to the sidewalk quality than grass, so it is given a greater weighting in the rating formula.

Roads Algorithm



Sidewalk Algorithm



STEP 3: DATA VISUALIZATION AND ANALYTICS

Roads

Municipal staff will be given access to Streetlogix, our GIS web-based application, to view and analyze all collected survey data in addition to data from other sources to assist in decision making.

This provides staff an easy-to-use tool to quickly review PCI results, distress data and 360° images along with pavement history and other data that the municipality wants to be integrated. All data is hosted in the cloud, allowing users to login from anywhere on any computer to view the results. Streetlogix has many data import and export features making it compatible with any existing GIS solution concerning asset management. Streetlogix provides powerful data visualization and management tools including 360° viewer and extensive charts and dashboards (example below).

Sidewalks

Municipalities are given access to our GIS web-based application, Streetlogix, to view and analyze all collected survey data in addition to data from other sources to assist in decision making.

This provides clients an easy-to-use tool to quickly review sidewalk condition results, distresses, and sidewalk images. All data is hosted in the cloud allowing users to login from anywhere on any computer to view the results. Streetlogix has many data import and export features making it compatible with any existing GIS solution. Streetlogix provides powerful data visualization and management tools including 360 viewer and extensive charts and dashboards (example below).

Portal view: Overall stats and available layers



STEP 4: MAINTENANCE PLANNING

Roads

Once the inventory condition database and GIS web-app have been finalized, the work on implementing the pavement management side of the software begins. While pavement condition indicators are concerned with the current condition of the network, the management side of the process concerns itself with the analysis of

Sidewalks

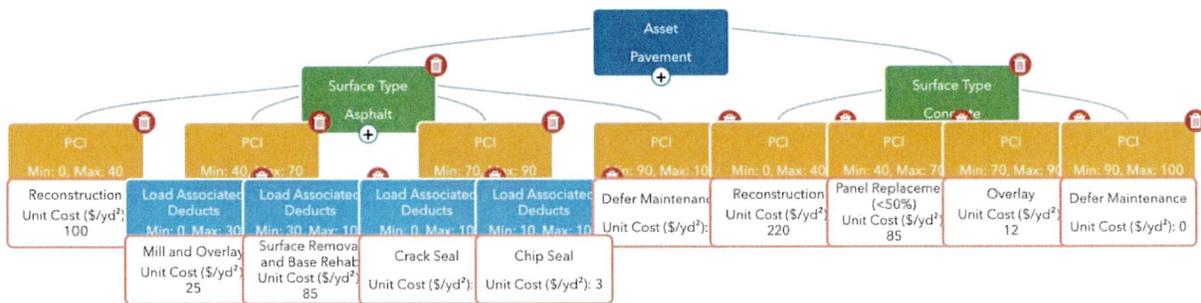
Once the inventory condition database and GIS web-app have been finalized, the work on implementing the sidewalk management side of the software begins. While sidewalk condition indicators are concerned with the current condition of the network, the management side of the process concerns itself with the analysis of conditions,

condition, prediction of future condition, generation of maintenance options and pavement management scenarios. At this stage, the Client's preferred repair methods and associated costs are used to customize our Streetlogix asset management module. The results are compiled and reported to the client in our Streetlogix software and as a digital storymap.

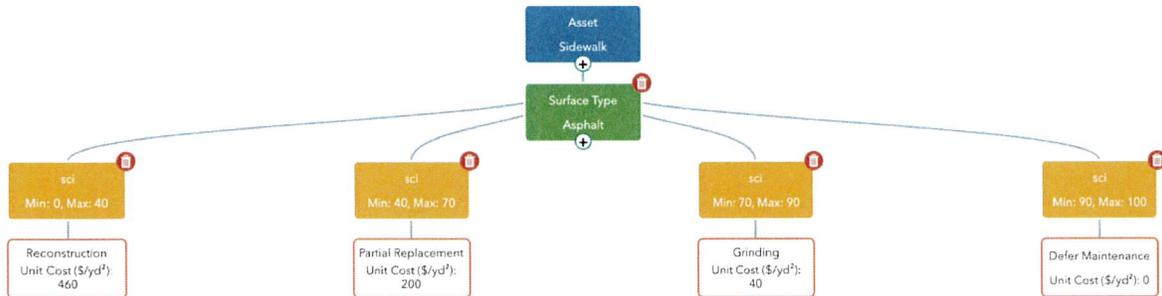
prediction of future conditions, generation of maintenance options and sidewalk management scenarios. At this stage, the Client's preferred repair methods and associated costs are used to customize our sidewalk management modules. The results are compiled and reported to the client in our Streetlogix software & digital storymap.

Our decision-trees are highly configurable and we work with staff to tailor it to ensure our AI will provide the necessary maintenance and repair suggestions. All decision trees & underlying data will be editable by staff.

Roads:



Sidewalks:



APPENDIX B – OPTIONAL SERVICES AND ASSET COLLECTION

360° Imagery

Asset	Description
360° Imagery	<ul style="list-style-type: none"> • Georeferenced 360 panoramic images • Esri-Compatible • .jpg format

Traffic Signage

Attributes	Description
Sign Category	Regulatory, Warning, Guide, School, Recreation, Information, General
Sign Name	Federal or State MUTCD designation or custom designation for specialized signs
GPS Location	Global Positioning System (GPS) location (+/- 5 meters)
Sign Condition	Good, Fair, Critical rating assessed through review of daytime digital images

Pavement Markings

Attributes	Description
Category	Point Layer: Left Turn, Right Turn, Crosswalk, Lane Divider, etc. Line layer: Shoulder, Centerline, etc.
Location	Global Positioning System (GPS) location (+/- 5 meters)
Condition	<ul style="list-style-type: none"> • Assessment through review of daytime digital images • Based on remaining visibility of marking • Customer segmentation is used or default as intersection to intersection • Rating <p>"Good" No noticeable wear on paint "Fair" Wear on paint with moderate line visibility "Critical" Substantial and impactful wear on paint with low level of marking visibility</p>

Catch Basins

StreetScan provides catch basin locations, determined from existing data sources (satellite imagery, Google StreetView or ScanCar images) if available. All data is provided as a GIS layer.

Deliverable:

- GIS Layer of catch basins

Manholes



StreetScan provides location of circular manhole access points which are visible in the road imagery data. All data is provided as a GIS layer.

Deliverable:

- GIS layer of manhole locations

Trees

StreetScan provides tree locations which are situated in the right of way (between Curb of Street to Edge of Sidewalk), determined from existing data sources satellite imagery, Google StreetView or ScanCar images if available. All data is provided as a GIS Layer.

Deliverable:

- GIS layer of tree location

Roads GIS Database

StreetScan creates a Roads GIS Database by using a list of target roads or any State DOT database. Road segmentation will be intersection to intersection unless directed otherwise by the client. All data is provided as a GIS layer.

Deliverable:

- GIS layer of Roads segmented intersection to intersection

Sidewalk GIS Database

StreetScan provides sidewalk locations, determined from existing data sources (satellite imagery, Google StreetView or ScanCar images) if available. All data is provided as a GIS layer.

Deliverable:

- GIS layer of sidewalk locations

Curb GIS Database

StreetScan provides curb locations, determined from front or side facing imagery. Data is provided as a GIS layer.

Deliverable:

- GIS layer of the linear features where curbs are present

Sidewalk Width

StreetScan will take 2 measurements for every sidewalk (Start & End Point) and average the width for the entire segment.

ADA Ramp Compliance Survey

StreetScan's ADA ramp compliance criteria is based on both the 2010 Americans with Disabilities Act (ADA) standards

StreetScan 

20

 **streetlogix**

and on discussions between StreetScan and engineers from the municipality. StreetScan measures all ADA ramp slopes associated with compliance using the digital level M-D Building Products 93975 Smart Tool Adam Digital Slope Walker. In addition, StreetScan uses its E-Scooter system, equipped with a high-resolution video camera and a mobile phone with Global Positioning System (GPS). Dimension measurements, such as the width of the ADA ramp and landing area are measured using a handheld Lufkin Wheel measurement tool. All measurements are reviewed by quality control technicians and compliance is determined.

StreetScan determines ADA ramp compliance based on the measurements shown below:

Attributes	Compliance
Presence of Detectable Warning Surface	Yes/No
Surface Condition	(Good/Fair/Poor)
Ramp Obstruction	Yes/No
Slope – Running	< 4.8° (8.3%)
Slope – Cross	< 1.2° (2.08%)
Slope – Left Flare	< 5.7° (10%)
Slope – Right Flare	< 5.7° (10%)
Slope – Street Running	< 2.9° (5%)
Ramp Width	> 36" wide
Landing compliance	Landing must be present*

If any of the above criteria is not met, the ramp is considered ADA non-compliant.

**If a ramp landing is absent, it is typically not compliant. However, there is an exception to this rule. Specifically, if both ramps flares exist and their slopes are 10% or less, then it's acceptable for the landing to be absent and it's possible for the ramp to be COMPLIANT even though it's missing a landing.*

Deliverables:

- GIS Layer with ramp location & missing ramps
- Image of ramps/missing ramp:
- Compliance as per attributes above

Additional measurements beyond the scope of work for ADA compliance can be taken, if requested. Contact us for information and pricing.

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STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Dan Reznicek, Power Plant Superintendent
DATE: January 13, 2026
SUBJECT: LDW U6-3 Feedwater Heater Retube

Recommendation: Approve Resolution 2026-010 awarding contract to Brimhall Industrial for U6-3 Feedwater Heater Retube in the amount of \$382,802.59 plus taxes and freight

Background:

Unit 6 at Lon D. Wright Power Plant constructed 1958 utilizes a series of condensate and feedwater heaters that preheat feedwater or condensate and return for reuse in the system. Preheating water from the heaters increases efficiency in the steam and water cycles of the boiler, which in turn reduces plant operating costs. The 6-3 heater has been repaired several times for tube leaks and the latest repairs were unsuccessful. Due to age and condition, Staff recommend a retube of the heater.

A specification was developed for the retube/repair of the heater and was first bid out in August of 2025 with no response. The heater work was rebid in December of 2025 due to the lack of response on the initial bid.

The only response to the rebid was Brimhall Industrial. Brimhall Industrial has successfully repaired and retubed several heat exchangers and heaters for the Lon D. Wright (LDW) plant in the past.

Staff evaluated the Brimhall proposal and determined that they were the lowest responsible bidder.

This item will be discussed at the January 13, 2026, Utility and Infrastructure Board meeting.

Fiscal Impact: Capital Budget Expense in the amount of \$382,802.59 plus taxes and freight.

Specifications for
Unit 6-3 FW Htr Retube
For Unit #6 at the
Lon D. Wright Power Plant

Department of Utilities
City of Fremont, NE

2025

Contract Specifications

For

Unit #6-3 Feed Water Heater Retube

At the Lon D. Wright Power Plant

City of Fremont, Nebraska

Table of Contents

<u>Section</u>	<u>Description</u>	<u>Pages</u>
00050	Notice to Bidders	1 of 1
00200	Instructions to Bidders	7 of 7
00300	Bid Proposal Form	1 of 1
00430	Bid Bond Form	2 of 2
00520	Agreement between Owner and Contractor	2 of 2
00610	Performance Bond	2 of 2
00615	Payment Bond	2 of 2
00700	General Conditions	68 of 68
00800	Supplementary Conditions	3 of 3
00900	Technical Specifications	11 of 11

Section 00050

Notice to Bidders

Pages 1 of 1

NOTICE TO BIDDERS

PUBLISH THREE TIMES

UNIT 6-3 Feedwater Heater Retube

LON D. WRIGHT POWER PLANT

Aug. 12, 2025

Aug. 18, 2025

Aug. 22, 2025

Sealed Bids will be received at the office of the City Clerk in the City Building, 400 East Military Avenue, Fremont, Nebraska, until 10:00 A.M., September 10, 2025, and be publicly opened and read in the Council Chambers at that time for the Unit 6-3 Feedwater Heater Retube for the City of Fremont. The tube bundle is available for retube immediately.

Plans and specifications are available for retrieval on the City website. for further information you may contact Dan Reznicek at dan.reznicek@fremontne.gov at the Lon D. Wright Power Plant, 2701 E. 1st. Street, Fremont, Nebraska, 68025 (Phone 402-727-2645).

Each bid shall be sealed in an envelope marked "Unit 6-3 Feedwater Heater Retube".

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 the 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 "Unit 6-3 Feedwater Heater Retube". 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 sixty (60) 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 successful bidder will be required to submit an acceptable Affirmative Action Statement and Program to the Office of the Mayor within ten (10) days after the bid has been awarded by the Fremont City Council. Failure to submit an acceptable Affirmative Action Statement and Program within the time allotted shall result in the forfeiture of the bidder's bond. The contractor shall be required to furnish a Performance, Payment and Maintenance Bond in a sum equal to one hundred percent (100%) of the contract price, for a period of one (1) year past the completion of the project.

Before the Final Payment may be made, the contractor shall furnish a written clearance from the Commissioner of Labor of the State of Nebraska, certifying that all payments then due of contributions or interest which may have arisen under the contract have been made by the contractor or his subcontractors to the Unemployment Compensation Fund.

The contractor shall complete the work and return to the powerhouse no later than February 10, 2026.

ATTEST:

CITY OF FREMONT, NEBRASKA

MICHAEL CHATTERSON, CITY CLERK

JOEY SPELLERBERG, MAYOR

Section 00200

Instructions to Bidders

Pages 7 of 7

Instructions to Bidders

Index

<u>Section</u>	<u>Description</u>
1.0	Defined Terms
2.0	Submission of Bids
3.0	Copies of Bidding Documents
4.0	Qualification of Bidders
5.0	Examination of Bidding Documents, Site, and Other Data
6.0	Interpretation
7.0	Bid Security
8.0	Contract Times
9.0	"Or-equal" Items
10.0	Bid Proposal
11.0	Opening of Bid Proposals
12.0	Award of Contract
13.0	Agreement
14.0	Special Requirements

1.0 **Defined Terms**

1.1 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions.

1.2 Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

Bidder: One who submits a Bid to the Owner

Successful Bidder: Bidder to whom Owner on the basis of Owner's evaluation as hereinafter provided makes an award.

2.0 **Submission of Bids**

2.1 All Bids are due and must be received by Owner at Office of the City Clerk, 400 East Military Avenue, Fremont, Nebraska 68025, before 10:00 AM local time on September, 10, 2025. Any Bids received after that time will be deemed unresponsive and will not be considered.

2.2 One original and two copies of the Bid shall be submitted. Bids must be included in an opaque sealed envelope, marked with the contract title and name and address of the Bidder and accompanied by the Bid Security and other required documents.

2.3 The Bid Security must be placed in a separate envelope marked "Bid Security" with the title of the Contract. If the Bid is sent through the mail or other delivery system, the sealed envelope must be enclosed in a separate envelope with the notation "Bid Enclosed" on the face thereof.

2.4 Bids may be delivered prior to the bid opening time and date by the following methods:

Mail or Hand Deliver to: City of Fremont / Department of Utilities
Office of the City Clerk
400 East Military Avenue
Fremont, Nebraska 68025

Contact: Michael Chatterson
Phone Number: (402) 727-2630

2.5 The Contractor should note that delivery services might not make overnight deliveries to the Owner's location.

3.0 **Copies of Bidding Documents**

3.1 One complete set of the Bidding Documents may be obtained from Owner without charge.

3.2 Additional sets of the Bidding Documents may be obtained from Owner for the sum of \$30.00 to cover printing and handling costs.

3.3 Complete sets of the Bidding Documents shall be used in preparing Bids; Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.4 Owner in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for performing the Work and do not confer a license or grant for any other use.

4.0 **Qualification of Bidders**

4.1 To demonstrate Bidder's qualifications to perform the Work, within five (5) day of Owner's request, Bidder shall submit written evidence, such as financial data and previous experience.

5.0 **Examination of Bidding Documents, Site, and Other Data**

5.1 Upon request Owner will provide Bidder access to the Site to conduct such investigations, examinations, tests, and studies, as Bidder deems necessary for submission of a Bid. Contact Dan Reznicek, City of Fremont, Department of Utilities, at 2701 East 1st Street, Fremont, Nebraska, (402) 727-2645 to make arrangements to visit the Site.

5.2 It is the responsibility of each Bidder before submitting a Bid to:

- 5.2.1 Examine and carefully study the Bidding Documents, including any Addenda and the related data identified in the Bidding Documents.
 - 5.2.2 If specified, or if in Bidder's judgment, any local conditions may affect cost, progress or the performing of the Work, visit the Site to become familiar with the local conditions.
 - 5.2.3 Become familiar with and satisfy Bidder as to all federal, state, and local laws and regulations that may in any manner affect cost, progress or performing the Work.
 - 5.2.4 Carefully study and evaluate the information known to Bidder, and information and observations obtained from Bidder's visits to the Site, with the Bidding Documents.
 - 5.2.5 Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - 5.2.6 Promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Owner is acceptable to Bidder.
 - 5.2.7 Determine that the bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the Work.
- 5.3 The submission of a Bid will constitute an incontrovertible representation by Bidder that he has complied with every requirement of the Section 5.0 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performing the Work.

6.0 **Interpretation**

- 6.1 All questions about the meaning or intents of the Contract Documents are to be submitted to the Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received Bidding Documents. Questions received less than seven (7) days prior to the date for opening of Bids may not be answered. Only answers in the Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6.2 All such notices and questions shall be addressed to:
- | | | |
|--------------------|--------|----------------|
| Dan Reznicek | Phone: | (402) 727-2645 |
| 2701 E. 1st Street | Fax: | (402) 727-2640 |
| Fremont, NE 68025 | | |
- 6.3 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner.

7.0 **Bid Security**

- 7.1 A Bid must be accompanied by a Bid Security made payable to Owner, in an amount equal to at least 5% of the Bidder's maximum Bid price and in the form of a certified check, bank cashier's check, certified share draft or bid bond issued by a surety meeting the requirements of Section 5.01.B of the General Conditions.
- 7.2 If a bid bond is submitted, the surety company may use its standard bid bond form.
- 7.3 The Bid Security of the apparent successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required performance and other bonds, and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If the apparent successful Bidder fails to execute and deliver the Agreement and furnish the required performance and other bonds within 15 days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeit. The Bid Security of the other Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven (7) days after the "effective date of the Agreement" or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 7.4 Bid security of other bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven (7) days after the bid opening.

8.0 **Contract Times**

- 8.1 Owner desires that all work be started on October 20, 2025, and returned to the powerhouse by February 10, 2026.
- 8.2 The times for Substantial Completion and readiness for final payment shall be set forth by Bidder in the Bid and will be entered into the Agreement (or incorporated therein by reference to the specific language of the Bid). The times submitted by Bidders will be taken into consideration by Owner during the evaluation of Bids, and it will be necessary for the apparent successful Bidder to satisfy Owner that it will be able to achieve Substantial Completion and be ready for final payment within the times designated in the Bid.

9.0 **"Or-equal" Items**

- 9.1 The contract, if awarded, will be on the basis of material and equipment specified or described in the Bidding Documents without consideration of possible "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Owner, application for such acceptance will not be considered by Owner until after the Effective Date of the Agreement. The procedure for submittal of any application by Contractor and consideration by Owner is set forth in the General Conditions and may be supplemented in the Supplementary Conditions.
- 9.2 The burden of proof of the merit of the proposed item is upon Bidder. Bidder is responsible for providing data on all proposed "or-equal" items for review by

Owner. Owner's decision of approval or disapproval of a proposed item will be final.

10.0 **Bid Proposals**

10.1 The Proposal shall be in accordance with the following specifications.

10.1.1 A sample Bid Proposal Form can be found in Section 00300. The "OFFICIAL" Bid Proposal Form must be obtained from the Lon D. Wright Power Plant 2701 E. 1st Street, Fremont, NE 68025 or Email Dan Reznicek at dan.reznicek@fremontne.gov

10.1.2 All prices shall be firm and shall include all sales and use taxes as lawfully assessed under laws and regulations of the State of Nebraska.

10.1.3 All proposals are due no later than Wednesday September 10, 2025, at 10:00 a.m. local time.

10.1.4 All proposals must be signed and dated to be accepted.

10.1.5 Any proposal received after the specified date will not be considered.

10.1.6 No verbal proposal will be considered.

10.2 Evaluation of Bid Proposals

10.2.1 Proposals will be evaluated by Fremont Department of Utilities (FDU) based on:

10.2.1.1 Schedule

10.2.1.2 Quality

10.2.1.3 Adherence to schedule

10.2.1.4 Plan and specifications

10.2.1.5 Economy and efficiency of operation

10.2.1.6 Experience and reputation of the Contractor

10.2.1.7 Ability, capacity, and skill of the Contractor to perform contract required

10.2.1.8 Adaptability of the particular items to the specific use intended

11.0 **Opening of Bid Proposals**

11.1 Bid proposals will be opened at the time and place indicated in the Notice to Bidders and, unless obviously non-responsive, read aloud publicly.

12.0 **Award of Contract**

12.1 Owner reserves the right to reject any and all bid proposals, including without limitation, nonconforming, non-responsive, unbalanced, or conditional bid proposals. Owner further reserves the right to reject the Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner may also reject the bid proposal of any Bidder if Owner believes that it would not be in the best interest of Owner to make an award to that Bidder.

13.0 **Agreement**

13.1 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned copies of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within fifteen (15) days thereafter, successful Bidder shall sign and deliver the required number of signed copies of the Agreement and attached documents to Owner. Owner shall deliver one (1) fully signed copy to successful Bidder.

14.0 **Special Requirements**

14.1 The Bidder shall comply with all federal, state, and municipal laws and ordinances and all wage and labor laws and regulations, there under, and shall indemnify and hold harmless the Owner from any violation thereof by the Contractor or any Manufacturer, including failure to withhold from wages or salaries of employees under state or federal unemployment or social security law based on employment in the course of performance of this Contract.

14.2 Owner is subject to State and Local Sales and Use Taxes. The bid prices shall include all applicable State or Local Sales and Use Taxes.

15.0 **Federal Immigration Verification System**

15.1 The Contractor shall register with and use a Federal Immigration Verification System to determine the work eligibility status of newly hired employees physically performing services within the State of Nebraska. The prime Contractor shall contractually require every subcontractor to register with and use a Federal Immigration Verification System to determine the work eligibility status of newly hired employees physically performing services within the State of Nebraska.

15.2 The Federal Immigration Verification System shall be an electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program. The Contractor may use an equivalent Federal Program designated by the United States Department of Homeland Security or other Federal Agency authorized to verify the work eligibility status of a newly hired employee. The equivalent program shall comply with the Immigration Reform and Control Act of 1986.

Section 00300

Bid Proposal Form

Pages 1 of 1

Bid Proposal Form

To The Honorable Mayor and City Council
Fremont, Nebraska

Project: U n i t 6 - 3 F e e d w a t e r H e a t e r R e t u b e at the Lon D.
Wright Power Plant

We, the undersigned, having examined the Specifications and the Contract Documents;
and the location and character of the work to be done, hereby agree to furnish all tools,
labor and materials necessary to complete the retube of Unit 6-3 Feedwater Heater tube bundle.

Base Price\$.....

We further agree to commence work on _____ and complete by

Contractor

Signature

Address

Telephone

Section 00430

Bid Bond Form

Pages 2 of 2

BID BOND

PENAL SUM FORM

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:

Project (Brief Description Including Location):

BOND

Bond Number:

Date (Not later than Bid due date):

Penal sum

_____ (Words)

_____ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assign to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2. All Bids are rejected by Owner, or

3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Section 00520

Agreement between Owner and Contractor

Pages 2 of 2

Contract

THIS CONTRACT AND AGREEMENT, made and entered into in quadruplicate this _____ day of _____, 2025, by and between the CITY OF FREMONT/DEPARTMENT OF UTILITIES, 400 East Military Avenue, PO Box 1468, Fremont, Nebraska 68025, Party of the First Part, hereinafter called the "Owner" _____ party of the Second Part, and hereinafter called the "Contractor."

WITNESSETH: That the Contractor, for and in consideration of the sum of \$_____. payable as set forth in the Contract Documents constituting a part of this Contract, hereby agrees to Retube Feedwater Heater 6-3 in accordance with the specifications and other contract documents.

Contract documents include the specifications, including the general conditions, supplementary conditions, technical specifications and the bid proposal.

The Contractor herein also agrees to pay all just claims for materials, supplies, tools, fuels, lubricants, equipment, equipment rental, machinery, insurance premiums, and services used or consumed in the construction of the work by him or any of his subcontractors, and for the payment of all laborers and mechanics for all labor performed in the work by him or any of his subcontractors, and for all other just claims filed against him or any of his subcontractors in carrying out the provisions of this contract and further agrees that the Bonds shall be held to cover all such claims.

The Contractor agrees to pay the Unemployment Compensation Fund of the State of Nebraska the unemployment contributions and interest due under provisions of Nebraska Law (Section 48-601 to 48-669) on wages paid to individuals employed, and to comply with the conditions regarding Fair Employment Practices as contained in the Nebraska Statutes (Section 48-1101 through 48-1125) in the performance of this Contract.

The Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner. The Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

The Contract Documents constitute the entire agreement between the Owner and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.

It is understood and agreed that the Contractor shall not do any work or furnish any material not covered and authorized by this Contract, except under an executed Change Order. Any such work which may be done or any such materials which may be furnished by the Contractor without such written order first being given, shall be at his own risk, cost and expense; and the Contractor hereby covenants and agrees that he shall make no claim for compensation for any work so done or any materials so furnished.

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of this Contract.

IT WITNESS WHEREOF, we, the contracting parties by our agents hereto affix our signatures and seals.

OWNER: City of Fremont
Department of Utilities

CONTRACTOR:

By: _____

By: _____

Title: Mayor, City of Fremont NE.

Title: _____

WITNESS:

ATTEST: (Witness)

By: _____

Title: City Clerk, City of Fremont NE.

Section 00610

Performance Bond

Pages 2 of 2

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Signature: _____ (Seal)

Name and Title:

----- (Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____

Signature and Title

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Signature: _____ (Seal)

Name and Title:

_____ (Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title:

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph IO below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract.
 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefore to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefore.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract.
 - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY - Name, Address and Telephone

Surety Agency or Broker

Owner's Representative (engineer or other party)

Section 00615

Payment Bond

Pages 2 of 2

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY - Name, Address and Telephone

Surety Agency or Broker:

Owner's Representative (engineer or other party):

1.) 0,000.

Section 00700

General Conditions

Pages 67 of 67

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



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ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1 - Definitions and Terminology.....	1
1.01 Defined Terms	1
1.02 Terminology	5
Article 2-Preliminary Matters	6
2.01 Delivery of Bonds and Evidence of Insurance.....	6
2.02 Copies of Documents.....	6
2.03 Commencement of Contract Times; Notice to Proceed	6
2.04 Starting the Work.....	7
2.05 Before Starting Construction	7
2.06 Preconstruction Conference; Designation of Authorized Representatives.....	7
2.07 Initial Acceptance of Schedules	7
Article 3 – Contract Documents: -- Intent, -Amending, Reuse	8
3.01 Intent.....	8
3.02 Reference Standards.....	8
3.03 Reporting and Resolving Discrepancies.....	9
3.04 Amending and Supplementing Contract Documents	9
3.05 Reuse of Documents	10
3.06 Electronic Data	10
Article 4-Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points.....	11
4.01 Availability of Lands	11
4.02 Subsurface and Physical Conditions.....	11
4.03 Differing Subsurface or Physical Conditions.....	12
4.04 Underground Facilities	13
4.05 Reference Points	14
4.06 Hazardous Environmental Condition at Site	14
Article 5 - Bonds and Insurance	16
5.01 Performance, Payment, and Other Bonds	16
5.02 Licensed Sureties and Insurers.....	16
5.03 Certificates of Insurance	17
5.04 Contractor's Insurance	17
5.05 Owner's Liability Insurance	19
5.06 Property Insurance	19
5.07 Waiver of rights	20
5.08 Receipt and Application of Insurance Proceeds.....	21

EJCDC C-700 Standard General Conditions of the Construction Contract.
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Page i

5.09	Acceptance of Bonds and Insurance; Option to Replace.....	21
5.10	Partial Utilization, Acknowledgment of Property Insurer.....	22
Article 6 - Contractor's Responsibilities.....		
6.01	Supervision and Superintendence.....	22
6.02	Labor; Working Hours.....	22
6.03	Services, Materials, and Equipment.....	22
6.04	Progress Schedule.....	23
6.05	Substitutes and "Or-Equals".....	23
6.06	Concerning Subcontractors, Suppliers, and Others.....	25
6.07	Patent Fees and Royalties.....	27
6.08	Permits.....	27
6.09	Laws and Regulations.....	28
6.10	Taxes.....	28
6.11	Use of Site and Other Areas.....	28
6.12	Record Documents.....	29
6.13	Safety and Protection.....	29
6.14	Safety Representative.....	30
6.15	Hazard Communication Programs.....	30
6.16	Emergencies.....	30
6.17	Shop Drawings and Samples.....	31
6.18	Continuing the Work.....	32
6.19	Contractor's General Warranty and Guarantee.....	33
6.20	Indemnification.....	33
6.21	Delegation of Professional Design Services.....	34
Article 7 - Other Work at the Site.....		
7.01	Related Work at Site.....	35
7.02	Coordination.....	35
7.03	Legal Relationships.....;	36
Article 8 - Owner's Responsibilities.....		
8.01	Communications to Contractor.....	36
8.02	Replacement of Engineer.....	36
8.03	Furnish Data.....	36
8.04	Pay When Due.....	36
8.05	Lands and Easements; Reports and Tests.....	36
8.06	Insurance.....	36
8.07	Change Orders.....	37
8.08	Inspections, Tests, and Approvals.....	37
8.09	Limitations on Owner's Responsibilities.....	37
8.10	Undisclosed Hazardous Environmental Condition.....	37
8.11	Evidence of Financial Arrangements.....	37
8.12	Compliance with Site Safety Program.....	37
Article 9-Engineer's Status During Construction.....		
9.01	Owner's Representative.....	37

9.02	Visits to Site.....	37
9.03	Project Representative.....	38
9.04	Authorized Variations in Work.....	38
9.05	Rejecting Defective Work	38
9.06	Shop Drawings, Change Orders and Payments.....	39
9.07	Determinations for Unit Price Work	39
9.08	Decisions on Requirements of Contract Documents and Acceptability of Work	39
9.09	Limitations on Engineer's Authority and Responsibilities.....	39
9.10	Compliance with Site Safety Program	40
Article 10-Changes in the Work; Claims.....		40
10.01	Authorized Changes in the Work.....;	40
10.02	Unauthorized Changes in the Work.....	41
10.03	Execution of Change Orders	41
10.04	Notification to Surety	41
10.05	Claims.....	41
Article 11 - Cost of the Work; Allowances; Unit Price Work.....		42
11.01	Cost of the Work	42
11.02	Allowances.....	45
11.03	Unit Price Work.....	45
Article 12 - Change of Contract Price; Change of Contract Times		46
12.01	Change of Contract Price	46
12.02	Change of Contract Times	47
12.03	Delays.....	47
Article 13 -Tests and Inspections; Correction, Removal or Acceptance of Defective Work		48
13.01	Notice of Defects.....	48
13.02	Access to Work	48
13.03	Tests and Inspections.....	49
13.04	Uncovering Work.....	49
13.05	Owner May Stop the Work.....	50
13.06	Correction or Removal of Defective Work.....	50
13.07	Correction Period.....	50
13.08	Acceptance of Defective Work	51
13.09	Owner May Correct Defective Work	52
Article 14 - Payments to Contractor and Completion		52
14.01	Schedule of Values.....	52
14.02	Progress Payments.....	52
14.03	Contractor's Warranty of Title	55
14.04	Substantial Completion	55
14.05	Partial Utilization.....	56
14.06	Final Inspection	57
14.07	Final Payment.....	57
14.08	Final Completion Delayed	58

14.09 Waiver of Claims	58
Article 15 - Suspension of Work and Termination	59
15.01 Owner May Suspend Work.....	59
15.02 Owner May Terminate for Cause.....	59
15.03 Owner May Terminate For Convenience.....	60
15.04 Contractor May Stop Work or Terminate	60
Article 16-Dispute Resolution	61
16.01 Methods and Procedures	61
Article 17 -Miscellaneous	61
17.01 Giving Notice	61
17.02 Computation of Times	62
17.03 Cumulative Remedies.....	62
17.04 Survival of Obligations.....	62
17.05 Controlling Law	62
17.06 Headings.....	62

ARTICLE 1- DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
- A. *Addenda-Written* or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
- B. *Agreement-The* written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
- C. *Application for Payment-The* form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- D. *Asbestos-Any* material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
- E. *Bid-The* offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- F. *Bidder-The* individual or entity who submits a Bid directly to Owner.
- G. *Bidding Documents-The* Bidding Requirements and the proposed Contract Documents (including all Addenda).
- H. *Bidding Requirements-The* advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
- I. *Change Order-A* document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
- I0. *Claim-A* demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
11. *Contract-The* entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
12. *Contract Documents-Those* items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop

Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*-The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*-The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*-The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*-See Paragraph 11.01 for definition.
17. *Drawings*-That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*-The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*-The individual or entity named as such in the Agreement.
20. *Field Order*-A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*-Sections of Division I of the Specifications.
22. *Hazardous Environmental Condition*-The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*-The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*-Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens-Charges*, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*-A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*-The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the condition's precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*-:A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*-The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. PCBs---: Polychlorinated biphenyls.
31. *Petroleum*-Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*-A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*-The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*-The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material-Source*, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011et seq.) as amended from time to time.
36. *Resident Project Representative*-The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples-Physical* examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*-A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*-A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*-All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site-Lands* or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*-That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*-An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*-The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*-The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*-That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*-A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*-All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*-Work to be paid for on the basis of unit prices.
50. *Work*-The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*-A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive Will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words or terms discussed in Paragraph 1.02.B-F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer *as* to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer's recommendation of final payment (final responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2-PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price or component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents Dwg Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variation and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

A. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4-AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
- b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

- a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
- b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations and shall be executed by such sureties as are named in the list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Owner's Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30' days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected; protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics.

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified.
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution _costs) arising out of or relating to any claim or action, legal or equitable, brought

by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6;17 *Shop Drawings and Samples*

A Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment.
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 6. any inspection, test, or approval by others; or
 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

EJCDC C-700 Standard General Conditions of the Construction Contract.

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Page 33 of 62

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7-OTHER WORK AT THE SITE

7.01 Related Work at Site

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; d
 - 3. the extent of such authority and responsibilities will be provided.

- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9- ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or

continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation., during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof **Will** be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and **Will** be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08. *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not

exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays; shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, *if* any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.0 I.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
 1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined provided in Paragraph 12.01.C).

C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or either contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 -TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B. shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, while the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven' days written notice to Contractor, correct, or remedy any such deficiency.
- 8. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14- PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

- 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an

Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractors work for the purposes of recommending payments or Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If,

after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefore if, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A-D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application/or Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6.
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and; final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work

has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15- SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction.
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution: costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in paragraph 15.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16- DISPUTE RESOLUTION

16.01 Methods and Procedures

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Section 00800

Supplementary Conditions

Pages 3 of 3

Supplementary Conditions

Index

<u>Section</u>	<u>Description</u>
1.0	General
2.0	Defined Terms
3.0	Specific Comments
4.0	Additional Comments

1.0 General

These Supplementary Conditions amend and supplement Section 700 - General Conditions, and other provisions of the Contract Documents as indicated below. All provisions of the General Conditions that are amended or supplemented remain in full force and effect as so amended or supplemented. All provisions of the General Conditions which are not so amended or supplemented remain in full force and effect.

2.0 Defined Terms

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meaning assigned to them in the General Conditions.

3.0 Specific Comments

SC-1.01.A.19 Engineer

The Owner's staff will perform all of the tasks and services of the Engineer as specified in the Contract Documents.

SC-5.03 Certificates of Insurance

Add the following new paragraphs immediately after Paragraph 5.03.B:

- A. Failure of Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- B. By requiring such insurance and insurance limits herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

SC-5.04 Contractor's Liability Insurance

Add the following new paragraph immediately after Paragraph 5.04.B:

C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverage under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

- a. State: Statutory
- b. Applicable Federal (e.g., Longshoreman's): Statutory
- c. Employer's Liability: \$ 500,000.

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- a. General Aggregate \$ 3,000,000.
- b. Products - Completed Operations Aggregate \$ 3,000,000.
- c. Each Occurrence (Bodily Injury and Property Damage) \$3,000,000.
- d. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.
- e. Excess or Umbrella Liability
 - 1) General Aggregate \$ 5,000,000.
 - 2) Each Occurrence \$ 5,000,000.

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

- a. Bodily Injury:
 - Each Person \$ 1,000,000.
 - Each Accident \$ 1,000,000.
- b. Property Damage:
 - Each Accident \$1,000,000.

4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

- a. Bodily Injury:
 - Each Accident \$ 3,000,000.
 - Annual Aggregate \$ 3,000,000.

- b. Property Damage:
 - Each Accident \$3,000,000
 - Annual Aggregate \$3,000,000

SC-5.04. B.4

The contractual Liability coverage required by Paragraph 5.04.b.4 of the General Conditions shall provide coverage for not less than the following amounts:

1. General Aggregate \$ 3,000,000.
2. Each Occurrence (Bodily Injury and Property Damage)
\$3,000,000.

Section 00900

Technical Specifications

Pages 11 of 11

<u>Section</u>	<u>Description</u>	<u>Pages</u>
1.0	General Requirements	8 of 8
2.0	Feedwater Heater 6-3	2 of 2
3.0	Equipment Data	3 of 3
4.0	Drawings	
	Unit 6 Htr 3 Dwg	167M1914-9A1
	Heater Tube Bundle Dwg	167M1914-9B1
	Keyed Assembly	901M19X1

Note: Copy of Instruction Manual available by request.

GENERAL REQUIREMENTS

- 1.0 **INTENT OF SPECIFICATIONS:** It is the intent of these specifications to describe in detail the complete *feedwater heater tube refurbishment for Unit 6 Heater (6-3)*. *Unit 6 is a single 16,500 kw turbo-generating unit*. The tube replacement specified shall conform to the "Heat Exchange Institute Standards for Closed Feedwater Heaters" (HEI) except as specified herein.

Materials and workmanship which are obviously necessary to complete the project in accordance with the type of construction shown on the drawings, but not specifically mentioned in these specifications, shall be furnished complete. **The** lump sum price named in these Specifications shall include the furnishing of all labor, design, material, equipment, transportation costs, equipment rental, storage, etc., to construct the project as specified.

It shall be the responsibility of the Contractor to provide the refurbished tube bundle with a minimum of new tubes and new tube sheet. Each bidder's bid shall list all components that will be replaced and all components that will be reused.

- 1.1 **LOCATION:** The replacement tube bundle for feedwater Heater 6-3 shall be constructed and tested at the contractor's facility. Removal and installation will be by others at the Lon D. Wright Power Plant.

- 1.2 **SCOPE OF CONTRACT:** This Contract shall include the design and furnishing of all materials, transportation costs, storage, equipment, labor, and tools necessary to complete the work as described in these specifications. Fremont will remove and reinstall the tube bundle in the heater. Onsite welding, cutting and insulation work will be done by others.

- 1.3 The following, while not intended to explain all details, summarizes the items of work to be accomplished under this Contract.
The following, while not intended to explain all details, summarizes the items of work to be accomplished under this Contract.

- 1.3.1 Obtain necessary dimensions and data during the site visit(s).
- 1.3.2 Prepare, check, and submit for approval: design, schedules, shop drawings, etc. as required by the specifications.
- 1.3.3 Protect existing equipment and structures.
- 1.3.4 Receive bundle on site.
- 1.3.5 Perform refurbishment of existing Heater No. 6-3.
- 1.3.6 Retube bundle(s) in contractor's shop.
- 1.3.7 Provide temporary weather protection and storage as required.
- 1.3.8 Supply all welding backing rings if required.
- 1.3.9 Specify all required welding and stress relieving procedures.
- 1.3.10 Pressure test the tube bundle in the factory.
- 1.3.11 Witness, supervise and approve the reinstallation of the tube bundle by City of Fremont. Contractor will have authority to stop the work if he deems it unsatisfactory to avoid a dispute between the installer and the retube contractor (this Contractor) should the heaters fail.
- 1.3.12 Separate salvageable waste from unsalvageable waste and ship to a recycler.
- 1.3.13 Provide Fremont with documentation of the salvage resale and ensure that Fremont receives 75% of all proceeds from the salvage resale.
- 1.3.14 Provide tube failure analysis and use analysis results to improve the design/construction of new tube bundle(s).

- 1.3.15 Provide tube and tube sheet material certification sheets.
- 1.3.16 Furnish detailed drawings of the new heater internals to Fremont.
- 1.3.17 Witness shell and tube pressure tests by others after installation.

In addition to the above items, this Contract shall include minor items not specifically mentioned herein, that are obviously necessary to provide a complete job.

- 1.4 **SCHEDULE:** The existing heater 6-3 tube bundle shall be removed by City of Fremont. Heater 6- 3 shall be retubed. The refurbished tube bundle shall be delivered to the plant ready for reinstallation by others no later than February 10, 2026.
- 1.5 **SITE VISIT:** The Contractor shall visit the project site prior to submitting a proposal and shall familiarize himself with the existing conditions. The Contractor shall be responsible for verifying field conditions and location of equipment to be reused or replaced. Failure to do so will not be cause for extra charges due to unforeseen circumstances. Bidder shall give his comments on the technical specifications and terms and conditions to Fremont during his site visit. The Contractor shall coordinate and schedule his site visit through Dan Reznicek, Plant Superintendent, phone: 402-727-2645 or Brian Lundry, Maintenance Supervisor, phone: 402- 727-2643.
- 1.6 **ACCESS TO MANUFACTURING FACILITIES:** The Owner or their authorized representatives shall be allowed access to the Contractor's manufacturing facilities for progress checks, inspections, and completed component tests.
- 1.7 **PACKAGING OF THE EQUIPMENT AND ACCESSORIES:** Shipping and storage containers shall have indelible identification marks as to their exact contents on two adjacent sides and the top. Items shall be identified by name on the outside of the container. Equipment and accessories that are shipped uncrated or unpackaged shall be suitably identification marked in two prominent locations as to the designation of the item.
- 1.8 **REMOVAL OF WATER FROM EQUIPMENT:** The Contractor shall be responsible to assure that all equipment is thoroughly drained before shipment and protected from the elements.
- 1.9 **PAINTING AND CORROSION PROTECTION:** The Contractor shall ensure that all exposed unfinished components are thoroughly cleaned, smoothed and if not painted with a finish coat, shall receive one coat of Valspar 13-R-50 primer or equivalent substitute. All field finish painting of uninsulated surfaces will be done by the Owner.
- 1.10 **WARRANTY:** The Contractor shall furnish a one-year warranty period for equipment furnished under this Contract. The warranty period shall begin on the date when all equipment has been installed and the system has been accepted by the Owner. The repair and/or replacement of defective equipment shall conform to the paragraph entitled REPAIR AND/OR REPLACEMENT OF DEFECTIVE PORTIONS.
- 1.11 **REPAIR AND/OR REPLACEMENT OF DEFECTIVE PORTIONS:** The Contractor shall be responsible for a period of one year after the successful completion test, and final acceptance by the Owner of the work covered by this Contract, for any repairs or replacement caused by defective materials, workmanship or equipment which in the judgment of the Owner shall become necessary during such period. If certain portions are shown to be defective within the original warranty period, then the warranty period on these portions shall be extended one year from and after such time that all defects are corrected. The Contractor shall undertake with due diligence to make the corrective repairs and/or replacements within ten days after receiving written notice that such repairs and replacements are necessary. If the Contractor should fail to begin such repairs or replacements within

the period or in case of emergency, where in the judgment of the Engineer delay would cause serious loss or damage, the repairs and/or replacements may be made by the Owner and charged to the Contractor.

The Contractor warrants to the Owner that the work of this Contract will be free from defects in material, workmanship and title and will meet the requirements of the specifications

- 1.12 **SPARE PARTS:** The Contractor shall furnish as part of his proposal a list of recommended spare parts and maintenance equipment for the proposed equipment.

The recommended spare parts list shall include unit prices, recommended number of units and total cost for listed items. The recommended spare parts list shall include the original manufacturer's part numbers and nomenclature where possible.

- 1.13 **CONTRACT COMPLETION:** The completion of This Contract shall be done by the date stated in the Proposal.

- 1.14 **CONTRACTOR'S SCHEDULE:** The Contractor shall furnish the Owner with a detailed schedule of his work within 10 days following the "Notice to Proceed." After the work is commenced the Contractor shall revise the schedule as required.

- 1.15 **STANDARDS:** Reference is made throughout these specifications to reference standards, manuals, and codes. In all such cases, the latest reference standards, manuals and codes in effect at the time of the opening of bids shall prevail, except as otherwise noted. Such references are as much a part of these specifications as if quoted verbatim. However, no provision of any reference standard, manual, or code shall be effective to change the duties and responsibilities of the Owner, Engineer, or Contractor from those set forth in the specifications and drawings.

- 1.16 **INTERFERENCE WITH PLANT OPERATION:** All work scheduled by the Contractor at the Lon D. Wright site shall be planned with the consent of the Plant Operations Engineer or Plant Representative and shall not in any way interfere with Plant operation unless consent is given by the authorized representatives of the Owner.

- 1.17 **CORRESPONDENCE:** The Contractor shall send copies of all correspondence with the Engineer to Dan Reznicek, Plant Superintendent, 2701 E 1st St. Fremont, NE 68025.

- 1.18 **DESIGN SUBMITTALS AND SHOP DRAWINGS:** All design submittals and drawings submitted by this Contractor shall be furnished in a neat and workmanlike manner. Design submittals and shop drawings shall be CHECKED by the Contractor before being submitted. Shop drawings shall be stamped and dated by the Contractor as having been checked by him, and initialed or signed by the person checking the shop drawing. After being checked, shop drawings to be submitted for approval shall be delivered in an approved electronic format. Shop drawings other than schematics shall be made to scale. Each shop drawing shall be identified with sufficient data to clearly indicate its contents.

Approval of design submittals and shop drawings by the Engineer will not relieve the Contractor of responsibility for the accuracy and correctness of his work, or for the construction and successful performance of equipment furnished.

- 1.19 Copies of the design submittal or shop drawing will be returned to the Contractor either "Approved," "Approved as Noted," or "returned for Correction."

- 1.20 **Approved:** Shop drawing review and approval will be only for conformance with the design concept of the work and for compliance with the information given in the Contract Documents, and shall not

extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, techniques, sequences or procedure of construction is indicated in or required by the Contract Documents), or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Approval does not void any part of the Contract or guarantee detailed quantities or dimensions. Such a status shall, however, release for manufacture or shipment the equipment or material shown on the shop drawing, or it shall give approval for construction work shown on the shop drawing.

- 1.21 **Approved as Noted:** The status of "Approved as Noted" shall mean that a shop drawing is essentially approved, but corrections have been noted by the Engineer. Such a status shall effectively release for manufacture or shipment the equipment or material shown on the shop drawing, or it shall give approval for construction work shown on the shop drawing. The Contractor shall be responsible for making the necessary revisions to the shop drawings to incorporate corrections noted by the Engineer. When such revisions are made, corrected prints shall be reissued to the Engineer for his final review and distribution. This process of revision and reissuance of a shop drawing that has been "Approved as Noted" is in no way to be used by the Contractor as a reason for delay in the manufacture and shipment of equipment or material, or as a reason for delay in construction work. Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Engineer on previous submittals.
- 1.22 **Returned for Correction:** The status of "Returned for Correction" shall mean that a shop drawing has been found not to be in compliance with the contract documents, and that revisions will be necessary before approval will be made. The Contractor shall be responsible for making the necessary revisions to the shop drawing to bring it into compliance with the drawings and specifications. When such revisions are made, the Contractor shall resubmit corrected prints of the shop drawing to the Engineer for approval. This approval shall be made on a shop drawing that has been "Returned for Correction" before equipment or material shown on that shop drawing is released for manufacture or shipment, or before construction work shown on the shop drawing is to be accomplished. The Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Engineer on previous submittals.
- 1.23 Submission and approval of all shop drawings shall be accomplished in the time agreed to in the Proposal. In the event that increased construction costs are incurred through the use of approved shop drawings, or if the shop drawings for approval are not submitted as specified, or because of failure of construction materials or work to match such shop drawings, such costs shall be borne by the Contractor
- 1.24 **SPECIFICATIONS AND DRAWINGS:** The Contractor shall keep at the job site a copy of the latest revision of erection and shop drawings, contract drawings, and contract documents and specifications and shall at all times give access thereto to the Representative of the Owner.
- 1.25 **DISCHARGE OF EMPLOYEES:** Any employee of the Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced or does not, in the opinion of the Owner, work for the good of the job shall upon written notice from the Purchaser be removed by the Contractor and replaced by an employee with proper qualifications.
- 1.26 **SAFETY AND PROTECTION:** The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

All employees on the worksite and other persons who may be affected.

All the work and the materials and equipment to be incorporated therein, whether in storage on or off site to be incorporated therein, whether in storage on or off site.

The design features and configuration of all equipment and facilities provided under this contract shall fully conform with all applicable safety and/or health statutes.

The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54; 40 U.S.C. 33) and under the Williams-Steiger Occupational Safety and Health Act of 1970 (PL 91-596; 29 U.S.C. 655, 657); and with any Federal, State or Municipal safety laws or building codes which supplement or extend said regulations. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the "Manual of Accident Prevention in Construction," published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.

The Contractor shall designate a responsible member of his organization on the site whose duty shall be the enforcement of safety and health regulations. The name of such individual shall be posted in a conspicuous place.

1.27 **Accident Reports:** The Contractor shall promptly report to the Owner and the Engineer, in writing, all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or email to the Owner and the Engineer.

1.28 **Notification of Claims:** If any claim is made by anyone against the Contractor or any subcontractor on account of an accident, the Contractor shall promptly report to the Owner and the Engineer the facts in writing, giving full details of the claim.

The Contractor shall handle all products containing asbestos fibers in a manner totally acceptable to OSHA and in strict accordance with the recommendations of OSHA.

1.29 **OWNERSHIP OF DOCUMENTS:** All specifications, drawings and copies thereof furnished by Engineer shall remain his property. They shall not be used on any extension of this project or on another project and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the work.

1.30 **CONTRACT DRAWINGS AND SPECIFICATIONS:** The Contractor will be furnished specifications without charge. Any additional sets requested by the Contractor will be furnished at the cost of reproduction and mailing.

1.31 **OVERHEAD FACILITIES:** The power plant site on which this Contract is located contains potentially dangerous electrical equipment and high voltage overhead electric lines, all of which are energized. Extreme caution shall be taken by this Contractor to ensure that all of his personnel are working under safe conditions at all times. It is hereby understood that this Contractor shall be responsible for his workmen's safety.

1.32 **STATUS OF THE ENGINEER:** The Engineer will be allowed to make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The Engineer will not be responsible for or have control of construction means, methods, techniques, sequences or procedures, or safety programs and precautions nor will he be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents. The Engineer will not be responsible for or have control over the acts or omissions of the Contractor, subcontractors or anyone performing any of the work. On the basis of his on- site observations as an experienced and qualified design

professional, he will keep the Owner informed of the progress of the work and will endeavor to guard the Owner against defects and deficiencies in the work of the Contractors.

The Engineer will not be responsible for the time it takes for this or any other contractor to complete any phase of this or other contractor's work. The Engineer will provide general information that is available as to the best estimate of schedule of construction as furnished to him by the contractors involved. The Engineer will not be responsible for coordinating the work of separate contractors with each other or the work of the Contractor. The Engineer will make an initial interpretation of the terms and conditions of the Contract Documents. He shall not be liable for the results of any interpretation or decision rendered in good faith.

The Engineer will make an initial interpretation of the terms and conditions of the Contract Documents. In his capacity as interpreter, he will exercise his best efforts to insure faithful performance of the Contract. He shall not be liable for the results of any interpretation or decision rendered in good faith.

Neither Engineer's authority to act under these provisions nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to Contractor, any subcontractor, supplier or manufacturer, any of their agents or employees, or any other person performing any of the work.

The duties and responsibilities and the limitations of authority of Engineer as Owner's consultant as set forth herein shall not be extended without written consent of the Owner and the Engineer.

2.0 FEEDWATER HEATER NO. 6-3

2.1 **GENERAL:** Retubed feedwater Heater No. 6-3 specified herein is to be used in conjunction with the existing generating equipment at the Lon D. Wright Power Plant at the original design conditions specified herein using the original tube material and dimensions.

2.2 **FEEDWATER HEATER 6-3:** Retubed Heater No. 6-3 shall be designed to heat the feedwater after it has passed through the deaerator and boiler feed pump and before it enters Heater No. 6-4. The heater is the vertical "U" tube type arranged with the head at the top so that the head and tube bundle can be pulled out of the shell. The heater is constructed with an integral drain cooler built inside the shell. The drain cooler is designed to cool the drips leaving the heater to within 10 degrees (°F) of the inlet condensate temperature. Drips from Heater No. 6-4 will be cascaded to Heater No. 6-3. Heater 6-3 will be supplied extraction steam from the turbine.

A drawing of the existing heater is enclosed in the back of these specifications. Various drawings are also enclosed.

Heater No. 6-3 shall be designed to operate under the following conditions:

1. Feedwater to be heated, lb/hr..... 150,000
2. Feedwater inlet temperature, °F.....237.9
3. Feedwater outlet temperature, °F..... 283.5
4. Steam Pressure in Heater (operating pressure), psia..... 56.3
5. Enthalpy of steam to heater, Btu/lb..... 11226
6. Temperature of saturated steam, °F.....289
7. Temperature of drips leaving condensate cooler, °F..... 248
8. Drips entering heater, lb/hr..... 10,550
9. Temperature of drips entering heater, °F..... . 354
10. Minimum design pressure of feedwater space, psig..... 1400
11. Minimum design pressure of steam space, psig..... 150
12. Minimum size of feedwater connections, inches..... 4
13. Minimum size of steam connections, inches..... 6
14. Minimum size of drip return connections, inches..... 4
15. Minimum size of drain connections, inches..... 4
16. Size and gauge of tubes..... 3/4"-16 BWG
17. Tube material..... 80/20 CuNi
18. Minimum effective heating surface, heater section, sq. ft..... 490
19. Minimum effective heating surface, drain cooler section sq. ft..... 163
20. Number of water passes..... 4
21. Max.head loss through htr. passing rated lb/hr of fw,psi psi.6.6
22. Maximum overall length of heater, ft-in..... 17-0

Heater No. 6-3 shall be designed to conform to the ASME Code for Unfired Pressure Vessels and shall have an ASME symbol "U" stamped on the heater. The heater shall be of a design suitable for handling superheated steam. Suitable stainless-steel impact and distribution baffles shall be provided in the heater shell to prevent the incoming steam from striking the tubes adjacent to the inlet and to assure effective distribution of the steam around the entire heating surface. All baffles shall be designed to prevent excessive steam velocities, erosion, vibration or chafing of the tubes. Tubes shall be properly supported to prevent such chafing or vibration

The new tube sheet for Heater No. 6-3 shall be carefully drilled and reamed to accurate diameter for receiving the tubes. The tubes shall be expanded into the tube sheet in such a manner so as not to permanently distort the tube sheet openings. The space between tube

openings shall not be less than 3/16 inch.

- 2.3 SHIPMENT: The tube bundles for Heater No. 6-3 will be removed and installed by others. Shipment to and from the Contractor's facilities shall be by the Contractor.
- 2.4 INSTALLATION: Onsite welding, cutting and insulation work will be by others. This Contractor shall witness, supervise and approve the reinstallation of the tube bundle by others.
- 2.5 CODES: The heater shall conform to the Heat Exchange Institute Standards for Closed Feedwater Heaters except as specified herein. The construction of the heaters shall be designed to conform with the ASME Code for Unfired Pressure Vessels, and the heater shall have the ASME "U" stamp affixed. Welding will be done by certified welders holding the proper credentials. Welds will be inspected and documented per the codes that apply.
- 2.6 ARRANGEMENT: The heater is arranged for vertical mounting. The heater is designed so that the shell remains in a fixed location while the tubes are removed.
- 2.7 DESIGN CONDITIONS: The heat exchanger shall be designed and rated to perform satisfactorily in accordance with the requirements included herein.
- 2.8 PERFORMANCE GUARANTEES: The thermal performance which has been indicated herein for the heaters shall be guaranteed.
- 2.9 PERFORMANCE TESTS: The Contractor shall conduct performance tests on the heater using plant instruments and Contractor furnished instruments to determine the thermal performance. The pressure test on the tube bundle shall be conducted at the Contractor's facility. Pressure tests shall be conducted at 1.5 times the operating pressure as given herein without subjecting existing plant equipment to pressure/temperature conditions greater than their design.

The test shall be conducted in accordance with the general methods as outlined in the ASME Power Test Codes.

The Bidder shall furnish a written test plan with his bid. The Owner will witness and approve the Contractor's plant performance tests and apply any additional instrumentation which is felt to be necessary. The Contractor will notify the owner 30 days prior to the scheduled date of the test. After the initial performance tests, the Engineer will evaluate the heaters' thermal performance. If the difference between the manufacturer's guaranteed performance and the actual performance test conducted by the Contractor after the equipment has been installed is too great, in the opinion of the Owner or Engineer, the Owner shall witness the retest of the equipment. If the difference between the manufacturers guaranteed performance and the actual performance remains too great, in the opinion of the Owner or Engineer, then the Contractor shall promptly modify the equipment as required. All costs of these modifications and retesting shall be borne by the Contractor.

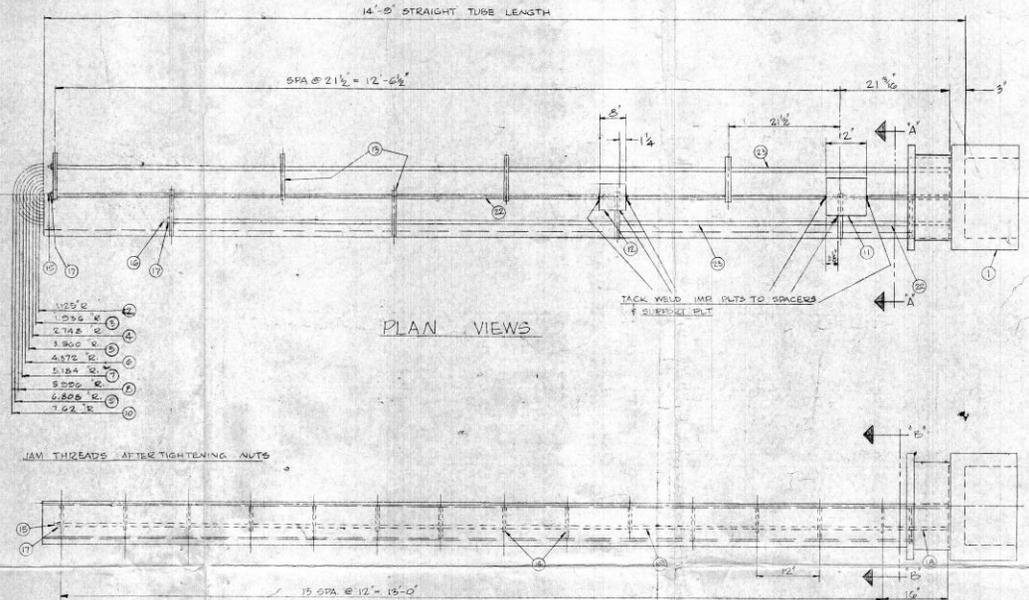
END OF SECTION

3.0 EQUIPMENT DATA: Bidders shall submit bid data that has been requested on the following pages. Bidders shall fill in the data sheets of the specifications. The sheets shall be filled out legibly in black ink to permit reproduction. It shall be the responsibility of the bidder to field verify existing dimensions to determine the accuracy of data.

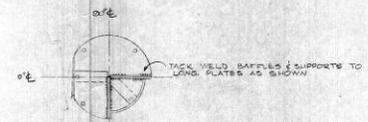
Name of Bidder

	Existing Htr.	New Htr. / Tube Bundle
Name of Manufacturer	Ross Heat Exchanger	
Design pressure of feedwater space, psig	1400	
Size and gauge of tubes	¾" 16 BWG	
Tube Material	80-20 Cu Ni	
Tube Sheet Material	Steel	
Tube Sheet Thickness	Unknown	
Number of water passes	Four	
Number of tubes per pass	56	
Active length of tubes per pass, in.	173-11/16"	
Effective heating surface sq ft:		
Heating Section	490	
Drain Cooler	165	
Head loss through heater when passing the max. specified amount of feedwater, psi	17.8	
Head loss through drain cooler when passing the specified amount of drips, psi	4.6	
Material of shell	Forged steel	
Diameter of shell, inches	20.0" OD	
Thickness of shell, inches	3/8"	
Material of head	Forged Steel	
Size of feedwater connection, in.	4"-900# RF	
Size of steam connection, in.	6" 150# RF	
Size of drain connection, in.	4" 150# RF	
Size of drip return connection, in.	4" 150# RF	
Overall height, ft - in.	17' 0"	
Net weight of heater, lb. empty	7,500	
Net weight of heater, flooded, lb.	9,500	
Make of Gauge glass	#31 A Penberthy	
Internal Drawings to be Supplied? (Yes or No)		
Heater Internal Items to be Reused		

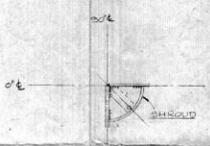
Heater Internal Items to be Replaced		
Proposed Pressure and Performance test Procedures enclosed (Yes or No)		
Proposed Tube Failure Analysis Description Attached (Yes or No)		



- 1.25' R
- 1.50' R
- 2.142' R
- 3.00' R
- 4.575' R
- 5.125' R
- 5.500' R
- 6.500' R
- 7.62' R



SECTION "A-A"



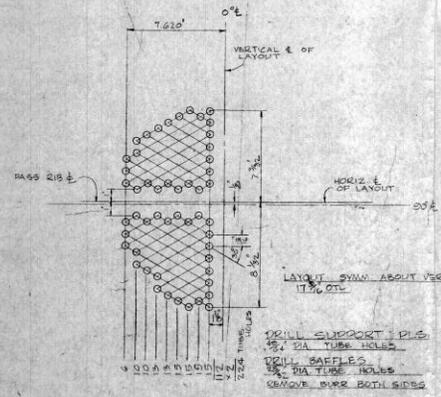
SECTION "B-B"

JAM THREADS AFTER TIGHTENING NUTS

NOTE
TUBES MUST BE ORAL WELDED ONLY AFTER
TUBES ARE LACED

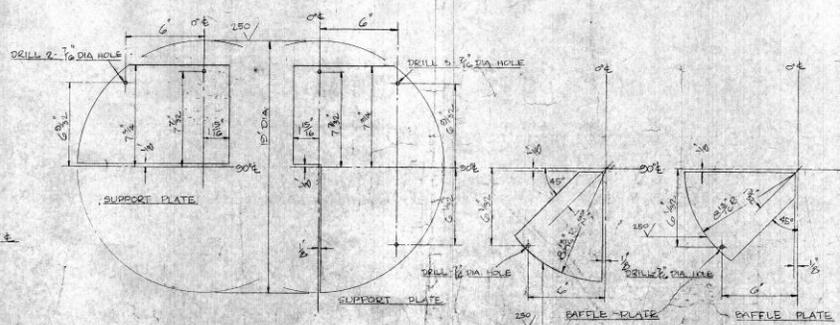
CERTIFIED FOR CONSTRUCTION
1-25-55
CITY OF FREMONT, NEBRASKA
ROSS HEAT EXCHANGER DIV
ENT. 55666
BY F.J. Robinson

ROSS HEAT EXCHANGER
ROSS HEATER & MFG. CO., INC.
KEWANEE, MISSOURI

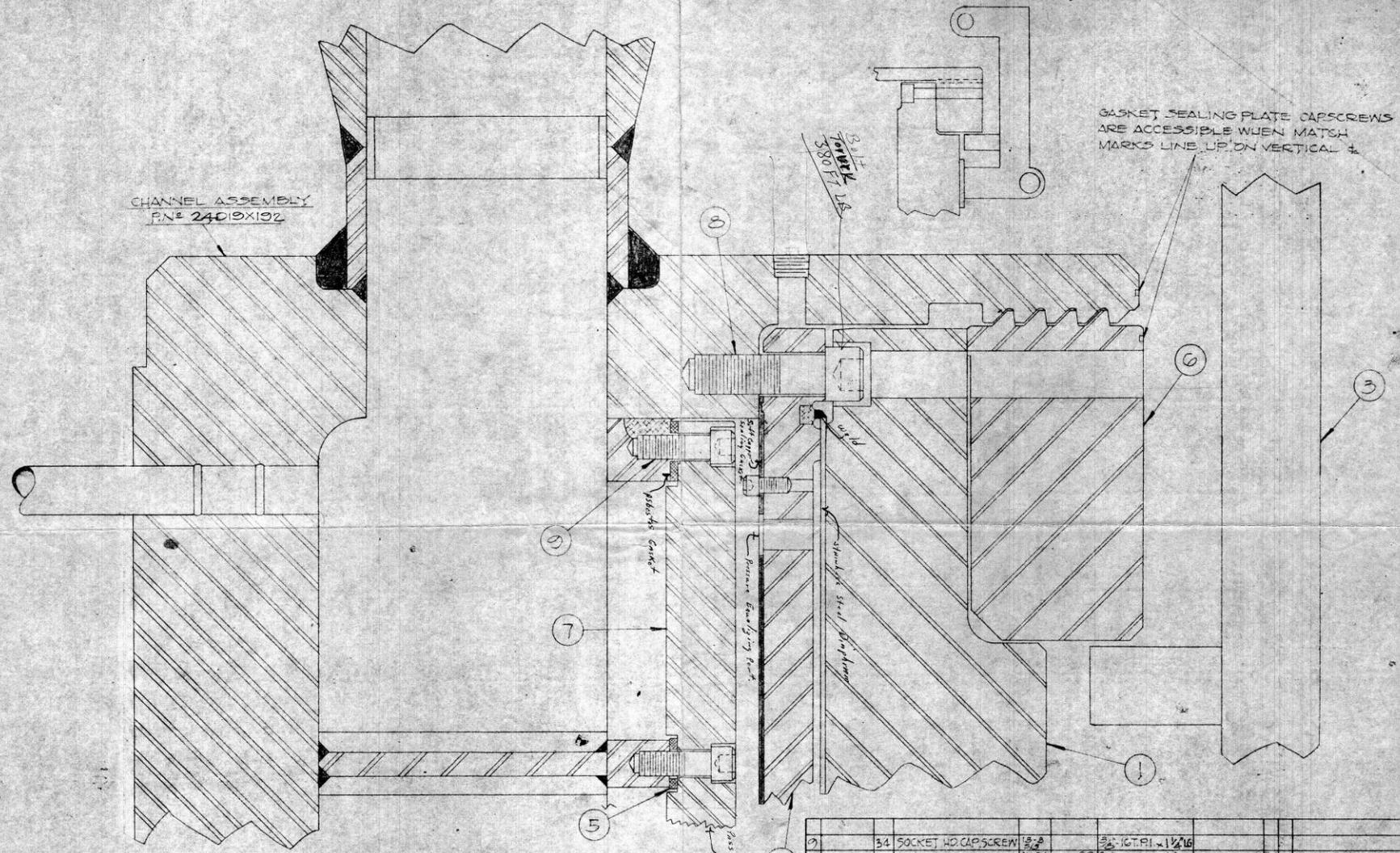


LAYOUT SHOWN ABOUT VERT. &
HORIZ. CTR. LINES

DRILL SUPPORT PLATE
3/8" DIA TUBE HOLES
DRILL BAFFLES
3/8" DIA TUBE HOLES
REMOVE BURR BOTH SIDES



NO.	DESCRIPTION	MATL.	QTY.	PART NO. OR DIM.	REMARKS
11	SPACER	1/2" x 1/2" x 1/2" STL	5	5/8" DIA	5/8" DIA
12	SPACER	20" x 1/2" STL	5	5/8" DIA	5/8" DIA
13	SPACER	11" x 1/2" STL	5	5/8" DIA	5/8" DIA
14	SPACER	15" x 1/2" STL	5	5/8" DIA	5/8" DIA
15	HEAT NUT	STL	5	5/8" DIA	5/8" DIA
16	TIE ROD	1/2" x 1/2" STL	5	5/8" DIA	5/8" DIA
17	BAFFLE PLATE	STL	5	5/8" DIA	5/8" DIA
18	SUPPORT PLATE	STL	5	5/8" DIA	5/8" DIA
19	JAM PLT.	STL	5	5/8" DIA	5/8" DIA
20	UTUBE	STL	5	5/8" DIA	5/8" DIA
21	UTUBE	STL	5	5/8" DIA	5/8" DIA
22	UTUBE	STL	5	5/8" DIA	5/8" DIA
23	UTUBE	STL	5	5/8" DIA	5/8" DIA
24	UTUBE	STL	5	5/8" DIA	5/8" DIA
25	UTUBE	STL	5	5/8" DIA	5/8" DIA
26	UTUBE	STL	5	5/8" DIA	5/8" DIA
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77	UTUBE	STL	5	5/8" DIA	5/8" DIA
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79	UTUBE	STL	5	5/8" DIA	5/8" DIA
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99	UTUBE	STL	5	5/8" DIA	5/8" DIA
100	UTUBE	STL	5	5/8" DIA	5/8" DIA



CERTIFIED FOR CONSTRUCTION
 1-29-58
 CITY OF FREMONT, NEBRASKA
 P.O. 41-3
 ROSS HEAT EXCHANGER DIV.
 GENT. 576066
 By F.J. Robinson

ROSS HEAT EXCHANGER
 Division of American Radiator & Standard Sanitary Corporation
 SUCCESSOR TO
 ROSS HEATER & MFG. CO., INC.
 KEWANEE-ROSS CORPORATION

QTY	ORDER OR STOCK	NO. MIN.	DESCRIPTION	MAT'L	SPEC'S	PART NO. OR SIZE	PART NO.	REMARKS
9		34	SOCKET HD CAP SCREW	A2-7		3/8" x 1 1/2"		
5		28	SOCKET HD CAP SCREW	A193 GR		3/4" x 2 1/2"		
7		1	PASS RIB SEAL COV. 1/8" THK	A285 OR		20 1/4" DIA.	C19X206	Y
0		1	RETAINER RING 2 1/2" THK	A201 A		2 1/2" O.D. x 1 1/2" I.D.	14W19X109	Y
5		1	GASKET 3/8" THK	A186		19 3/4" DIA.	4-619R102	Z
4		1	LIFT YOKE ASS'Y				14W19X107	Y
8		1	SEALING PLATE ASS'Y				14W19X109	Y
2		1	L.P. COV. ASS'Y				C19X207	Y
1								

TOLERANCE UNLESS OTHERWISE SPECIFIED	FRACTIONAL DIMEN.	DECIMAL DIMEN.	REVISION	DATE	DRG. NO.	DATE	DRG. NO.	REVISION	DATE
±	4	2			ING. DWG. NO.				
	3	1			MADE DEC				
	2	1			DATE E-21-56				
	1	1			CHECKED				
±	1	1			PART NO.				
±	1	1			NO. 90M19X1				

End of Section

RESOLUTION NO. 2026-010

A Resolution of the City Council of the City of Fremont, Nebraska, to Authorize the City of Fremont Mayor to sign an agreement and Department of Utilities Staff to issue a Purchase order to Brimhall Industrial to retube Heater 6-3 for Lon D. Wright Power Plant.

WHEREAS, Unit 6 at Lon D. Wright Power Plant, constructed in 1958, utilizes a series of condensate and feedwater heaters that preheat feedwater or condensate and return condensate for reuse in the system. Due to age and condition Staff recommended a retube of the heater; and,

WHEREAS, A specification was developed for the retube/repair of the heater and was rebid in November of 2025 due to the lack of response on the initial bid; and,

WHEREAS, Brimhall Industrial was the lowest responsible bidder.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Fremont, Nebraska authorize the Mayor to sign an agreement with Brimhall Industrial and Department of Utilities Staff to issue a purchase order to Brimhall Industrial in the amount of \$382,802.59 plus taxes and freight.

PASSED AND APPROVED THIS 13th DAY OF JANUARY, 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Shelly Holzerland, Communications Director
DATE: January 13, 2026
SUBJECT: Mitel Support Agreement

Recommendation: Ratify Resolution 2026-011 authorizing the CPI Telecom Support Agreement for the Mitel administrative telephone equipment/server for the Dodge County Communications Center in the amount of \$3,446.25

Background: As part of the 911 telephone system, a separate Mitel administrative phone system is integrated into the 911 server. This provides administrative telephone service and allows the Public Service Answer Point (PSAP) to manage administrative calls for the police and sheriff departments. This support quote is to extend the current agreement for one year, with the option of another year.

The current support contract expired on January 3, 2026. After many years of extending the support contract, Lumen decided to end their support for this equipment. Due to the short notice received from Lumen, it was imperative to have support lined up for this critical system before the contract expired.

Three companies were contacted to provide support for the system for one year, with the option of a second year. The quote from CPI Telecom was the lowest responsible quote. Due to the limited time left on the contract with Lumen, the Communications Director signed the support agreement on the advice of legal counsel and the City Administrator. By year two of the agreement, the Police and 911 will be in their new building with a new system.

The Support Agreement includes 8/5 support with access to 24-hour emergency numbers. Emergency service is available outside this time frame and is billable as time/materials.

Fiscal Impact: CPI Telecom for one year support in the amount of \$3,446.25. This agreement is part of the combined city/county PSAP. It is a budgeted expense. This will be split 50/50 with Dodge County, in accordance with the Interlocal Agreement.



CPI Telecom
Phone: 515-331-7560
6949 Vista Drive
West Des Moines, IA 50266

Quote Number: 00010171
Created Date: 12/11/2025

Contact Name: Shelly Holzerland
Email: shelly.holzerland@fremontne.gov

Prepared by: Todd Lindsey
Phone: (515) 698-4914
Email: todd.lindsey@cpitelecom.net

Quote To Name: Shelly Holzerland

Quote Line Items

Product	Part Number	Quantity	Sales Price	Total Price
Partner Support (1 Yr No Phones)	94111	2,757.00	\$1.25	\$3,446.25
			Total Price	\$3,446.25
			Subtotal	\$3,446.25
			Grand Total	\$3,446.25

Terms: Net 45

Comments:

Covers breaks/fixes on phone system, 8x5 and remote only.

Prepared by: *Wakana Maxwell*

Date: 12/19/2025

Accepted by: *Shelly Holzerland*

Date: 12/19/2025

Disclaimer
Vendor Management/Consolidated Billing -- billing will begin at contract signing with the first invoice due 30 days later.
CPI will charge 3% on top of any invoice to cover credit card charges.
Terms and conditions can be found at www.cpitelecom.net/mca.
Shipping and taxes not included unless otherwise spelled out.

Mitel Maintenance Agreement Maintenance Agreement

Company Name: City of Fremont
Premise Address: 400 E. Military Avenue Fremont, NE
68025

Contact Name:
Telephone Number:

Company Name: Same
Billing Address:

Contact Name:
Telephone Number:

Maintenance Terms

- **Total Maintenance Pricing:** \$ 3,446.25
- **Effective Date:** _____ (Office use only)
- **Term of Agreement:** (Check the appropriate terms)
 1 year 3 year

Maintenance Plan

Standard Plan – 8x5xNBD

- Routine service calls -- 24-hour response time, Monday-Friday, 8:00a.m. – 5:00p.m., site local time, excluding CPI Telecom's holidays.
- On-site hardware and software replacement.
- Parts and labor.
- Escalation management until problem resolution.
- NOC Monitoring included
- **Project Payment Terms:**
Payment is due Net 45.
- **CPI Telecom Requirements:**
CPI Telecom will:
 1. fulfill the terms and conditions stated in this project agreement and associated quote
 2. cover only the equipment listed in Schedule A of the Project Agreement. (See "Attachment A".) If customer owns any hardware/software that has been deemed EOL (End Of Life) by the manufacturer, CPI will support EOL products in a best effort manner at current time and material rates. Failed EOL hardware will not be fixed or replaced.
 3. automatically renew in successive equivalent renewal periods at CPI Telecom's then current charge for Maintenance. Unless the Customer or CPI Telecom notifies the other party in writing within the last thirty - (30) days before the end of the current term that it declines such renewal for the following period.
 4. annually increase or decrease the price of the Project Agreement based upon moves, additions, or changes that adjust the station or port count as well as upgrades and new peripheral devices.
 5. define "emergency outages" as a System failure resulting from the failure of twenty percent (20%) or more of all stations and/or trunks or the failure of the attendant position. All other outages are defined as routine service calls.
 6. respond to System failures, either on-site or remotely, as necessary, during the hours specified under the Maintenance plan chosen by the Customer.
 7. furnish all parts and labor necessary to maintain the System in good operating condition as a result of Customer's normal use.
 8. furnish repair and replacement parts, new or reconditioned, that are the functional equivalent of new for the defective item being replaced.
 9. furnish software upgrades/patches from the manufacturer, per maintenance agreement term, upon customer request. Labor to perform proactive upgrades is not included.
 10. support End Of Life (EOL) products in a best effort manner. This Agreement does not provide any guarantee of repair or replacement of EOL products.

11. exclude Maintenance under the Project Agreement if repair or replacements are necessitated by the following:
 - a. damage to the System due to fire, explosion, power irregularities, power surges, acts of God (including, without limitation, earthquakes, rain, floods or lightning), or any other cause not attributable to CPI (not including a defect in the System).
 - b. Customer's failure to follow applicable operation, maintenance, or environmental requirements described in any of the manufacturer's manuals or product bulletins, CPI manuals, and other materials provided to Customer.
 - c. Customer's additions, alterations, modifications, enhancements or repairs to, or disassembly of, the System (itself or using a third party) without CPI's written consent.
 - d. mishandling, abuse, misuses or damage to the System by Customer or a third party.
 - e. relocation of the System without CPI's written consent (other than telephone instruments relocated in accordance with the manufacturer's specifications).
 - f. failures or changes required resulting from the local exchange company, interexchange carrier, the power company or other transmission providers.
 - g. failures or damage arising from date dependent operations, calendar-related data and the processing of such data, or in connection with providing calendar-related data to and accepting calendar-related data from other systems.

• **Customer Requirements:**

Customer will:

1. fulfill the terms and conditions stated in the Project Agreement.
2. warrant they are the owner of the System or they have the authorization of the System's owner to enter into the Project Agreement.
3. notify CPI Telecom in writing at least thirty-(30) days before the end of the renewal term that it declines such renewal for the following period.
4. provide VPN access or allow remote access to the system via Splash Desktop.
5. provide surge protection, power and line, for the System based upon the manufacturers specifications.
6. install anti-virus protection on all customer provided equipment (i.e., servers) that interface with the Telecom equipment and software applications associated with this Project Agreement. If server is provided by CPI this is not needed.

Mitel Maintenance Agreement
Maintenance Agreement

Serial	Quantity	Name
FW23020036	1	PCBA, MB2 ST100A
	1	MITEL UC SERVER 30
108620FW230265DF10	1	MITEL VOICE SWITCH ST100A
S90F125128462A	1	SHOREGEAR 90 SWITCH
S90F1251284626	1	SHOREGEAR 90 SWITCH
S90F12512846A6	1	SHOREGEAR 90 SWITCH
T1KF13022851AA	1	SHOREGEAR T1K SWITCH
	1	ADDITIONAL SITE LICENSE
	1	ADV APPS LICENSE KEYS (ESSENTIALS)
	2	MIVOICE CONNECT COURTESY LICENSE
	1	MIVOICE CONNECT ESSENTIALS LIC BUNDLE
	8	SHORETEL SIP DEVICE LICENSE
	16	SHOREWARE EXTENSION MAILBOX CLIENT
	6	SHOREWARE EXTENSION MAILBOX CLIENT
	31	SHOREWARE EXTENSION MAILBOX CLIENT
	2	SHOREWARE EXTENSION ONLY CLIENT
	8	SHOREWARE EXTENSION ONLY CLIENT
	16	SHOREWARE MAIL BOX ONLY CLIENT
	20	SHOREWARE MAIL BOX ONLY CLIENT
	6	SHOREWARE MAIL BOX ONLY CLIENT
	16	SHOREWARE PERSONAL CALL MANAGER REQUIRE
	25	SHOREWARE PERSONAL CALL MANAGER REQUIRE
	1	SHOREWARE PERSONAL CALL MANAGER REQUIRE
	30	SHOREWARE PERSONAL CALL MANAGER REQUIRE

Project Agreement Acceptance:

CPI Telecom and Customer confirm they have reviewed the provisions detailed in the Project Agreement. Customer hereby authorizes CPI Telecoms to perform the work and accepts the provisions detailed in the Project Agreement which consists of this quote and the Mitel Maintenance Agreement.

**COMPANY
NAME:**

CPI TELECOM:

Signature:

Shelly Holzerland

Signature:

Natasha McWilliams

**Name (print):
Title:**

Shelly Holzerland
911 Communications
Director

**Name (print):
Title:** *Natasha McWilliams*
Office Admin

RESOLUTION NO. 2026-011

A Resolution of the City Council of the City of Fremont, Nebraska, to ratify a one (1) year support contract with CPI Telecom for support of the Mitel telephone system.

WHEREAS, the Public Service Answering Point (PSAP) and the Police Department need administrative telephone service; and,

WHEREAS, the telephone equipment must be supported and maintained for reliable service; and,

WHEREAS, quotes were solicited and received for the support of the existing telephone system; and,

WHEREAS, CPI Telecom was determined to be the lowest responsible bidder.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Fremont, Nebraska ratifies the agreement with CPI Telecom signed by the Communications Director for support of the administrative telephone system for one year at a cost of \$3,446.25. This cost will be shared 50/50 with Dodge County per the Interlocal Agreement.

PASSED AND APPROVED THIS 13th DAY OF JANUARY, 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jennifer Birkhofer, Deputy Chief of Police
Ryon Palmer, Fleet Manager

DATE: January 13, 2026

SUBJECT: Purchase of a Chevy Tahoe Police Patrol Vehicle (PPV)

Recommendation: Approve Resolution 2026-012 authorizing the purchase of a Chevy Tahoe Police Patrol Vehicle (PPV) in the amount of \$55,150

Background:

The Police Department has budgeted funds to purchase one PPV for use by the Police Department Staff. The 2026 Chevy Tahoe will replace an older Ford Explorer which will be sold at public auction.

The addition of one more Tahoe is another step towards splitting the Patrol Fleet between Chevy and Ford. The goal is to minimize down time due to the increase in factory recalls.

When researching this purchase Staff took into consideration: overall size of the PPV, weight capacity, horsepower and total versatility of the unit.

The price listed below is based on the 2026 State Bid awarded to Gregg Young Auto Group.

Gregg Young Auto Group	\$55,150
------------------------	----------

Fiscal Impact: FY 2025-2026 Capital budget expenditure in the amount of \$55,150.



December 23, 2025

Dear City of Fremont

Thank you for considering Gregg Young for your 2026 Chevrolet Tahoe PPV purchase. I have quoted pricing below for your review. **Please submit your purchase order and/or a signature to this proposal and confirm your “options” below to add that would be required by your specifications/preferences.**

2026 Chevrolet BLACK Tahoe Police 4WD **\$53,650.00 Base Price EACH**

Package/Price includes:

Seats 40/20 split includes center console
 Cloth seats in front with vinyl in backseat
 Remote Start and Keyless Entry

Running Boards

Tinted Windows

(6) Key Fobs

Wiring Harness (6J3) Grille Lamps & Siren (for upfitters) \$ 100.00

Wiring, Horn & Siren \$ 100.00

Spotlight (left-hand) \$ 1000.00

Delete Daylight Headlights \$ 75.00

Radio Suppression \$ 100.00

Wiring, Aux Speaker \$ 125.00

Total Price **\$55,150.00**

*****Additional options available with pricing provided upon request.**

Includes Delivery

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Thank you and please let me know if you have further questions.

Pamela Kulhanek

Commercial and Government Fleet Director

Cell: 402-301-7044 Email: Pamela.Kulhanek@gyautogroup.com

RESOLUTION NO. 2026-012

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the Purchase of one (1) 2026 Chevy Tahoe Police Patrol Vehicle (PPV).

WHEREAS, the City of Fremont Police Department has budgeted funds to purchase one Police Patrol Vehicle (PPV) for use by the Police Department Staff. This unit will be a replacement for an older PPV. The replaced unit will be sold at public auction; and,

WHEREAS, the City is utilizing the State Bid Contract for the purchase of a PPV that would meet the City of Fremont Police Department requirements.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Fremont, Nebraska authorize Staff to sign a purchase agreement and issue a purchase order to Gregg Young Auto Group in the amount of \$55,150.

PASSED AND APPROVED THIS 13th DAY OF JANUARY, 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Scott Seelhoff, Wastewater Superintendent
DATE: January 13, 2026
SUBJECT: Wastewater Treatment Plant (WWTP) Solids Process Boiler replacement bid

Recommendation: Approve Resolution 2026-013 awarding WWTP Boiler Replacement to Grunwald Mechanical in the amount \$147,098

Background:

The City of Fremont advertised bids to replace one of the two existing Kewanee boilers in the WWTP Solids Process Building. The City received three bids and those bids were opened publicly on December 16, 2025.

BIDDER	TOTAL BID
Grunwald Mechanical	\$66,549
Helm Mechanical Inc.	\$101,670
Sawyer Construction	\$145,288

Staff have reviewed the bids and conducted reference checks. Staff recommend the bid be awarded to the lowest responsible bidder, Grunwald Mechanical, in the amount of \$66,549.

The 2025-26 and 2026-27 budget included an estimated \$140,000 to replace each boiler in consecutive years. Staff have contacted Grunwald and recommend replacing both boilers in 2025-26. Additionally, Grunwald's bid included an option for boiler burner and controls upgrades for an additional \$7,000 each. Adding these costs, Grunwald is still the lowest responsible bidder.

Staff have requested this upgrade be included in the project bringing the total to \$73,549 and replacing both boilers in the current fiscal year for a total contract amount of \$147,098.

Fiscal Impact: \$147,098 in budgeted funds.

Contract

THIS CONTRACT AND AGREEMENT, made and entered into this 13th day of January, 2026, by and between the CITY OF FREMONT, Nebraska, a municipal corporation (hereinafter called the “Owner”) and Grunwald Mechanical, hereinafter called the “Contractor.”

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Contractor and Owner agree as follows:

1. Payment: That the Contractor, for and in consideration of the sum of \$147,098.00, payable as set forth in the Contract Documents, constituting a part of this Contract and incorporated herein by reference, hereby agrees to complete the Fremont WWTP Boiler Replacement Project in accordance with the specifications and other contract documents.
2. Contract: Contract documents include the specifications, including the general conditions, supplementary conditions, technical specifications and the bid proposal.
3. Claims and Costs: The Contractor herein agrees to pay all just claims for materials, supplies, tools, fuels, lubricants, equipment, equipment rental, machinery, insurance premiums, and services used or consumed in the construction of the work by him or any of his subcontractors, and for the payment of all laborers and mechanics for all labor performed in the work by him or any of his subcontractors, and for all other just claims filed against him or any of his subcontractors in carrying out the provisions of this contract and further agrees that the Bonds shall be held to cover all such claims.
4. Unemployment: The Contractor agrees to pay the Unemployment Compensation Fund of the State of Nebraska the unemployment contributions and interest due under provisions of Nebraska Law (Section 48-601 to 48-669) on wages paid to individuals employed, and to comply with the conditions regarding Fair Employment Practices as contained in the Nebraska Statutes (Section 48-1101 through 48-1125) in the performance of this Contract.
5. Assignment: The Contractor shall not assign this Contract or any moneys due or to become due without the prior written consent of the Owner. The Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.
6. Work to be completed: It is understood and agreed that the Contractor shall not do any work or furnish any material not covered and authorized by this Contract, except under an executed Change Order. Any such work which may be done or any such materials which may be furnished by the Contractor without such written order first being given, shall be at his own risk, cost and expense; and the Contractor hereby covenants and

agrees that he shall make no claim for compensation for any work so done or any materials so furnished.

7. Conflicts: Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of this Contract.
8. Ordinances: Contractor shall conduct all work to conform to all municipal, state, and federal codes and regulations as required by law.
9. Delays by Contractor: Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
10. Insurance: Contractor shall provide insurance coverage for not less than amounts or greater where required by Law.
 - a. Workers Compensation and related coverage
 - i. State: Statutory
 - ii. Applicable Federal: Statutory
 - iii. Employer's Liability: \$50,000
 - b. Contractors General Liability: Shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor
 - i. General Aggregate: \$3,000,000
 - ii. Products – Completed Operations Aggregate \$3,000,000
 - iii. Each Occurrence (Bodily Injury and Property Damage) \$3,000,000
 - iv. Excess or Umbrella Liability
 1. General Aggregate \$5,000,000
 2. Each Occurrence \$5,000,000
 - c. Automobile Liability
 - i. Bodily Injury (Each Person) \$1,000,000
 - ii. Bodily Injury (Each Accident) \$1,000,000
 - iii. Property Damage (Each Accident) \$1,000,000
 - d. Contractor Liability
 - i. Bodily Injury
 1. Each Accident \$3,000,000
 2. Annual Aggregate \$3,000,000
 - ii. Property Damage
 1. Each Accident \$3,000,000
 2. Annual Aggregate \$3,000,000
 - e. Contractual Liability Coverage

- i. General Aggregate \$3,000,000
- ii. Each Occurrence (Bodily Injury and Property Damage) \$3,000,000

11. Liquidated Damages: Contractor acknowledges that actual damages incurred by Owner as a result of the Contractor's failure to meet the completion date and the performance guarantees would be difficult to determine. If the project is not successfully completed on or before May 1, 2024, then Contractor shall pay Owner \$100.00 per day until such time that the project is completed. Both parties agree that the liquidated damages provisions in this article are reasonable and appropriate measures of the damages for such performance shortfalls and not a penalty.
12. Subcontractors: Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.
13. Permits: Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract).
14. Stopping Work: If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.
15. Correcting Defective Work: If Contractor fails within a reasonable time after written notice from Customer to correct defective Work, or to remove and replace defective Work as required by Customer, then Customer may, after 7 days' written notice to Contractor, correct or remedy any such deficiency. In exercising the rights and remedies under this Paragraph 15, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors,

consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 15 will be charged against Contractor as set-offs against payments due. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

16. Termination for Cause: The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

- Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
- Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
- Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
- Contractor's repeated disregard of the authority of Owner

Contractor shall have ten (10) days following receipt of notice from Owner to cure the basis for termination, to the satisfaction of Owner.

If Owner proceeds as provided in Paragraph 16, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

17. Termination for Convenience: Upon 7 days' written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work.

18. Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

19. Counter-parts: Counterparts, electronic copies, and other signed copies of this Agreement shall be enforceable as if the same were an original signed version.

20. Survival: All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.
21. E-Verify: The Contractor shall register with and use a Federal Immigration Verification System to determine the work eligibility status of newly hired employees physically performing services within the State of Nebraska. The prime Contractor shall contractually require every subcontractor to register with and use a Federal Immigration Verification System to determine the work eligibility status of newly hired employees physically performing services within the State of Nebraska. The Federal Immigration Verification System shall be an electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program. The Contractor may use an equivalent Federal Program designated by the United States Department of Homeland Security or other Federal Agency authorized to verify the work eligibility status of a newly hired employee. The equivalent program shall comply with the Immigration Reform and Control Act of 1986.
22. Jurisdiction: The Contract shall be governed and construed in accordance with the laws of the State of Nebraska, without giving effect on the principles of conflicts of laws.

IT WITNESS WHEREOF, we, the contracting parties by our agents hereto affix our signatures and seals.

OWNER: City of Fremont

CONTRACTOR:

By: _____

By: _____

Title: Mayor, City of Fremont NE.

Title: _____

WITNESS:

ATTEST: (Witness)

By: _____

By: _____

Title: City Clerk, City of Fremont NE.

RESOLUTION NO. 2026-013

A Resolution of the City Council of the City of Fremont, Nebraska authorizing the Mayor to sign the contract with Grunwald Mechanical for the Fremont Wastewater Treatment Plant (WWTP) Boiler Replacement in the amount of \$147,098.

WHEREAS, The City advertised for bids and received three responses; and,

WHEREAS, Grunwald Mechanical submitted the lowest responsible bid in the amount of \$66,549; and,

WHEREAS, Grunwald Mechanical's proposal included additional work in the amount of \$7,000; and,

WHEREAS, Staff recommend completing the additional work, and installing an additional boiler scheduled for FY 2026-27, bringing the total amount to \$147,098.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fremont, Nebraska authorize the Mayor to sign the contract with Grunwald Mechanical for the Fremont WWTP Boiler Replacement in the amount of \$147,098.

PASSED AND APPROVED THIS 13th DAY OF JANUARY, 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Angie Olson, Grant Coordinator
DATE: January 13, 2026
SUBJECT: Sculpture Walk Across Nebraska / Fremont Sculpture Walk Contracts

Recommendation: Approve Resolution 2026-014 authorizing the Mayor to sign the Artist Contracts for 2026/27 Installation and Display in the Fremont Sculpture Walk

Background: In July 2025, the Fremont Creative District was accepted to participate in the Sculpture Walk Across Nebraska (SWAN) program. Initially, Fremont was approved for four (4) sculptures. This has been increased to ten (10) and the project will be kicked off in May 2026. 2026 and 2027 program participation is being funded through a Development Grant received from the Nebraska Arts Council.

Through a draft selection process with several Nebraska communities, sculptures for the Fremont Creative District were chosen. The next step is to execute contracts with each selected artist. Participation in the Fremont Sculpture Walk requires a Certificate of Insurance.

Fiscal Impact: A \$1,000 artist fee for each sculpture, funded through the Nebraska Arts Council Development grant.



400 E Military Ave, Fremont, NE 68025
angie.olson@fremontne.gov

Artist Contract for 2026/27 Installation and Display

Fremont Sculpture Walk (in partnership with SWAN) is an exhibit of original outdoor sculptures displayed year-round in historic downtown Fremont. Fremont Sculpture Walk is a project of the Fremont Creative District.

This Agreement is made this _____ day of _____, 2025 between Fremont Sculpture Walk volunteers, and _____ (Artist).

Acceptance – The Artist’s product has been accepted in the May 2026 to April 2027 Fremont Sculpture Walk project. Artist must return this agreement properly executed to the above address to be received no later than Friday, December 3rd to participate. Failure to comply may result in the sculpture not being displayed in 2026-27.

1. Entry must be original work of Artist.
2. If size or material changes drastically from acceptance to completed product then the Fremont Creative District has the right to refuse the sculpture.

Compensation – The Fremont Creative District agrees to pay Artist a \$1,000.00 stipend upon completion of sculpture installation and return of signed contract forms. The stipend is intended to help offset the cost of artist materials, travel and/or lodging.

Insurance – Fremont Sculpture Walk, Fremont Creative District, and the City of Fremont do not carry insurance for damage to any sculpture for any reason. The Artist is responsible for purchasing property insurance and must submit a Certificate of Insurance (COI) evidencing this coverage prior to sculpture installation. Artists are encouraged to carry insurance to protect the value of their sculpture for any damage by any source and liability to any third party. Neither the City’s insurance, Fremont Creative District, or any other entity involved in the Sculpture Walk covers damage to the artwork due to poor construction or craftsmanship, during construction, shipping, installation, display or removal. Also, this insurance will not cover any materials used in the fabrication of a sculpture that is intended for deterioration or non-traditional material not intended for exterior use. Our insurance policy does not cover damage from vandalism or the elements. Artist agrees to indemnify and hold harmless City of Fremont, Fremont Creative District, Fremont Sculpture Walk for any claim and/or damages against Fremont Sculpture Walk, Fremont Creative District, and The City of Fremont.

Sales and Marketing - Sales of sculptures are encouraged through various marketing activities by the Fremont Creative District including but not limited to: artist celebration, brochures/map and the Fremont Creative District webpage (through Fremontne.gov). All sales are subject to twenty-five percent (25%) service fee to the Fremont Creative District account, through the City of Fremont. Artist agrees to sell the sculpture if an offer is

made for the listed price, including all applicable taxes per state and local laws.

1. The Fremont Creative District reserves the right to photograph any submitted work for marketing publicity, promotional and archival purposes now and in the future without further obligation to compensate Artist.
2. The People's Choice Artist will receive a \$500 award. This will be announced at a community-wide event. The Fremont Creative District will organize and implement a public voting system for the general public to vote on their favorite sculpture and determine the winner.

Services – Artist agrees to perform the services specified in this Agreement.

1. Sculptures must be completed and ready for installation on May 4-8, 2026.
 - If sculpture is not fully completed at this time, artist stipend will not be received until art is completed and fully installed.
 - Sculpture must be finished 30 days prior to installation, or your piece will be replaced by another submission. There will be NO late installation.
2. Work must be suitable for outdoor installation and must:
 - be capable of withstanding adverse weather conditions which include high winds, below zero temperatures, heavy rain, snow, ice, hail, storms, etc.
 - be able to take into consideration the safety of pedestrians.
 - be relatively maintenance free during the exhibition period.
3. Artists will be solely responsible for the delivery of artwork and coordinating the installation with the Fremont Creative District.
4. The committee will supply equipment and installation and de-installation assistance in securing the works on-site.
5. Artists are required to secure a steel base plate or steel strips to the bottom of each piece(s) so they can be welded to another steel base plate that is attached to a base structure provided by Fremont Area Sculpture Walk.
 - If a sculpture arrives at installation without a steel base plate attached, the artist will be responsible for the fabrication and cost of a steel base plate prior to installation.
6. Each sculpture is assigned a time and location for placement. Location is selected by the Fremont Creative District, in collaboration with the City of Fremont. There will be a team of lifters with a welder that will assist the Artist with placement. The lifters move the sculpture to the base and the two will be welded together.
7. Artist will be responsible for the removal of all sculptures in spring 2027 at a date to be determined by the Fremont Creative District in collaboration with the City of Fremont and announced to the Artist at least two weeks in advance of the removal date.
8. Set up and removal dates are available at the discretion of the committee. Artwork must be picked up after 30 days of removal date.
9. Most of the sculptures will be displayed on 4' x 4' concrete base, or a round base that is 24" or 30" tall.
 - Reminder: the Fremont Creative District asks the Artist to **secure a steel base plate or steel strips** to the bottom of each piece(s) so they can be welded to another steel base plate that is attached to a concrete base or round base structure provided by Fremont Sculpture Walk.
 - Reminder: if sculpture arrives at installation without steel base plate attached, artist will be responsible for the fabrication and cost of a steel base plate prior to installation.
10. If a sculpture breaks during the exhibit due to a flaw in design or suitability for outdoor display, the artist is required to repair the work within thirty (30) days at no cost to Fremont Sculpture Walk. If it

not repaired after thirty (30) days it will be removed and the artist will be asked to pick it up within seven (7) days. If a sculpture is damaged or vandalized during the exhibition period, the Artist has the option to:

- *Have the sculpture de-installed to have it repaired.* The artist may repair it or request a quote from a local business to fix the sculpture at the artist’s expense. Repairs must be done within thirty (30) days of vandalism. If needed, the Fremont Creative District can assist with finding a local contractor to do the repair. The Fremont Creative District will cover the expense for having it de-installed and re-installed.
- *Have the sculpture de-installed and work returned to the artist.* The Fremont Creative District will cover the expense for having it de-installed for Artist to pick up. Arrangements will be made at further date.

Term – The term of this Agreement shall begin upon the date specified above and shall end in May 2027 on the removal date. Sculptures are on display from May 2026 to end of April/May 2027 and will not be returned until the removal date unless prior arrangements have been made with the Fremont Creative District.

<u>Mark Your Calendar</u>	
May 4 th -9 th	Sculpture Installation
June 27 th	2026/2027 Community Event and Artist Celebration

Signing of this Agreement constitutes a full understanding and acceptance of the conditions set forth above by the Artist and the Fremont Creative District/City of Fremont.

Artist Signature

Fremont Creative District



Gedion Nyanhongo - The Beautician



Gedion Nyanhongo - Ibis Family



Tim Adams - Prairie Wind Tussocks



Clark Martinek - Control Issues



Kirk Seese - Pluma Sculptura (Feather)



Isaac Kidder - Morpho No 1



Albert Rhea - Splash



Lee Leuning & Sherry Treeby - Saturday Distraction



Charlotte Zink - Face the Light



Michael Fluent – AC-PC

RESOLUTION NO. 2026-014

A Resolution of the City Council of the City Of Fremont, Nebraska, authorizing the Mayor to sign the Artist Contracts for 2026/27 installation and display in the Fremont Sculpture Walk.

WHEREAS, the Fremont Creative was accepted to participate in the Sculpture Walk Across Nebraska program in 2026; and,

WHEREAS, contracts with each selected artist must be executed.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Fremont, Nebraska, authorize the Mayor to sign the Artist Contracts for 2026/27 Installation and Display in the Fremont Sculpture Walk.

PASSED AND APPROVED THIS 13th DAY OF JANUARY, 2026

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Dan Gillis, Director of Public Works

DATE: January 13, 2026

SUBJECT: Lower Platte North Natural Resources District (LPNNRD) Hazard Mitigation Plan (HMP)

Recommendation: Approve Resolution 2026-015 authorizing the City of Fremont to adopt the 2025 Hazard Mitigation Plan

Background: The 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 again in the 2015 and 2020 updates.

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 at the Natural Resource District website: <https://link.edgepilot.com/s/878be885/xBWYeUQ1Ike3GouPf-5bRA?u=https://lpnnrd.org/downloads/>.

Fiscal Impact: Adopting the HMP allows the City to increase grant opportunities.

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

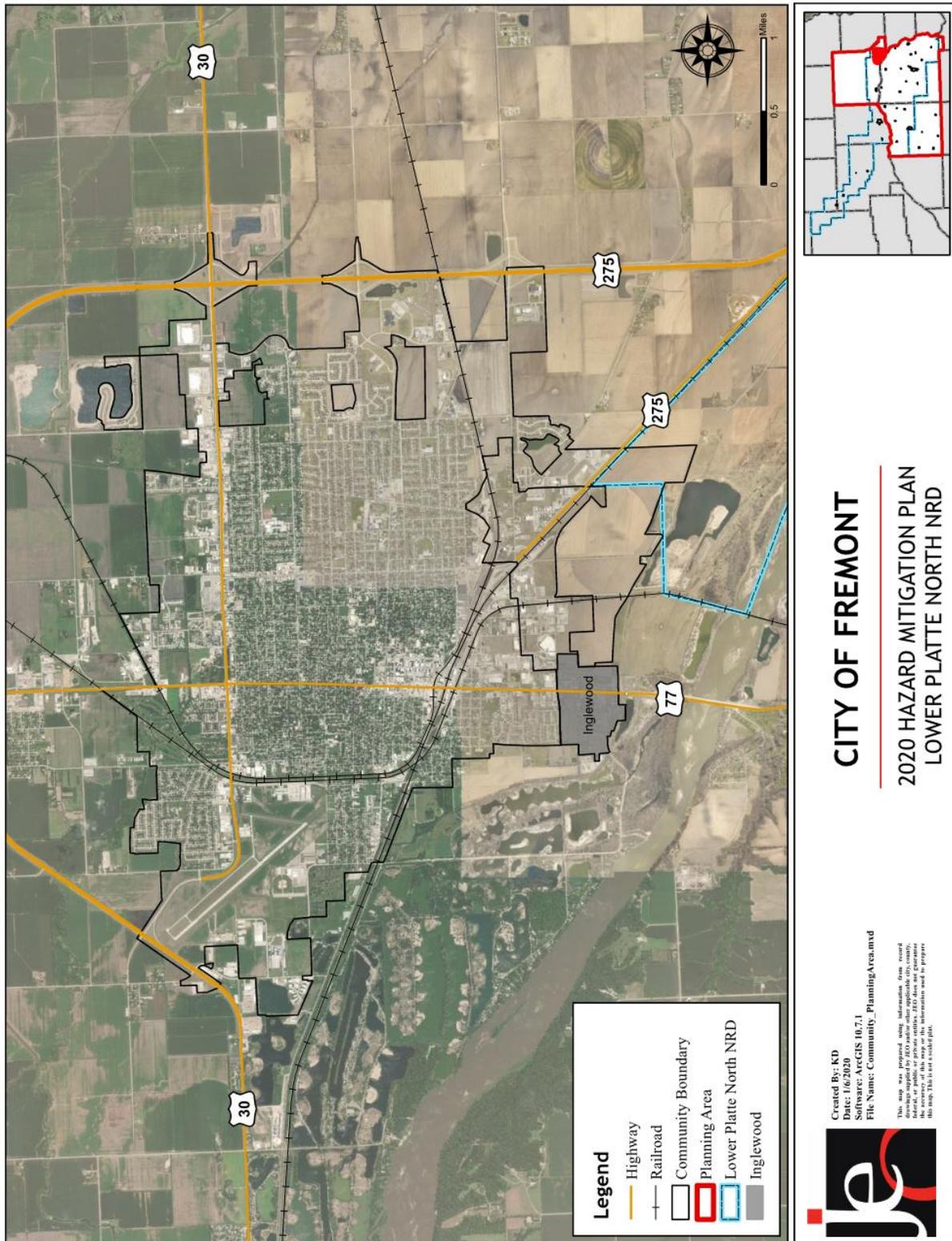
The City of Fremont is in the southeastern portion of Dodge County (on the border with Saunders County) and covers an area of 10.48 square miles. Fremont is located in the Platte River Valley. The rural areas surrounding the city are used primarily for row crop production and pasturing. The Elkhorn River 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>.

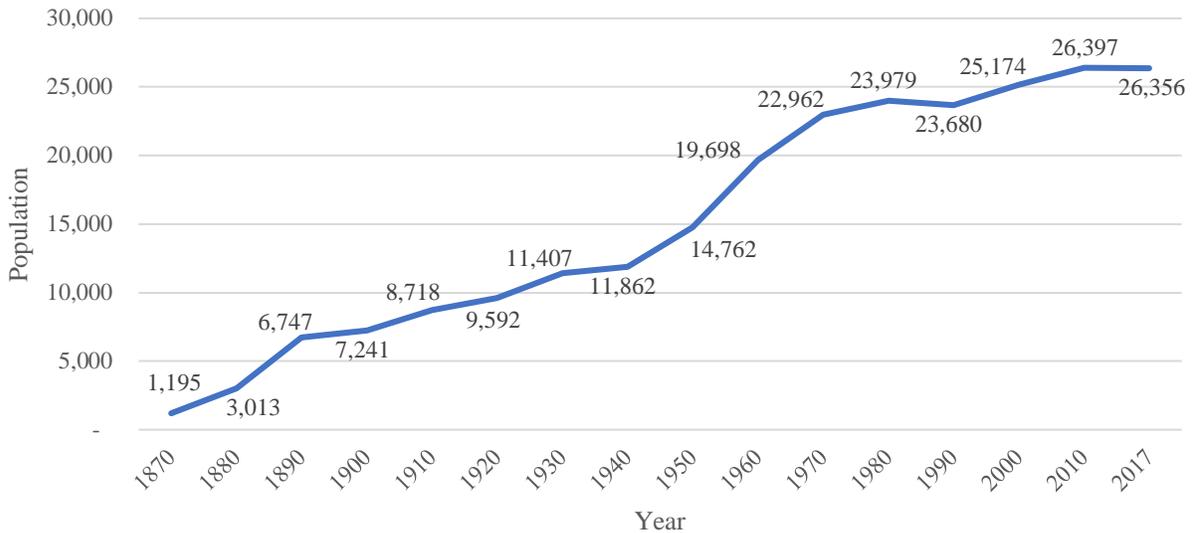
Figure FMT.1: City of Fremont



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/>.

Section Seven: City of Fremont Community Profile

- **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 Wholstone 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.

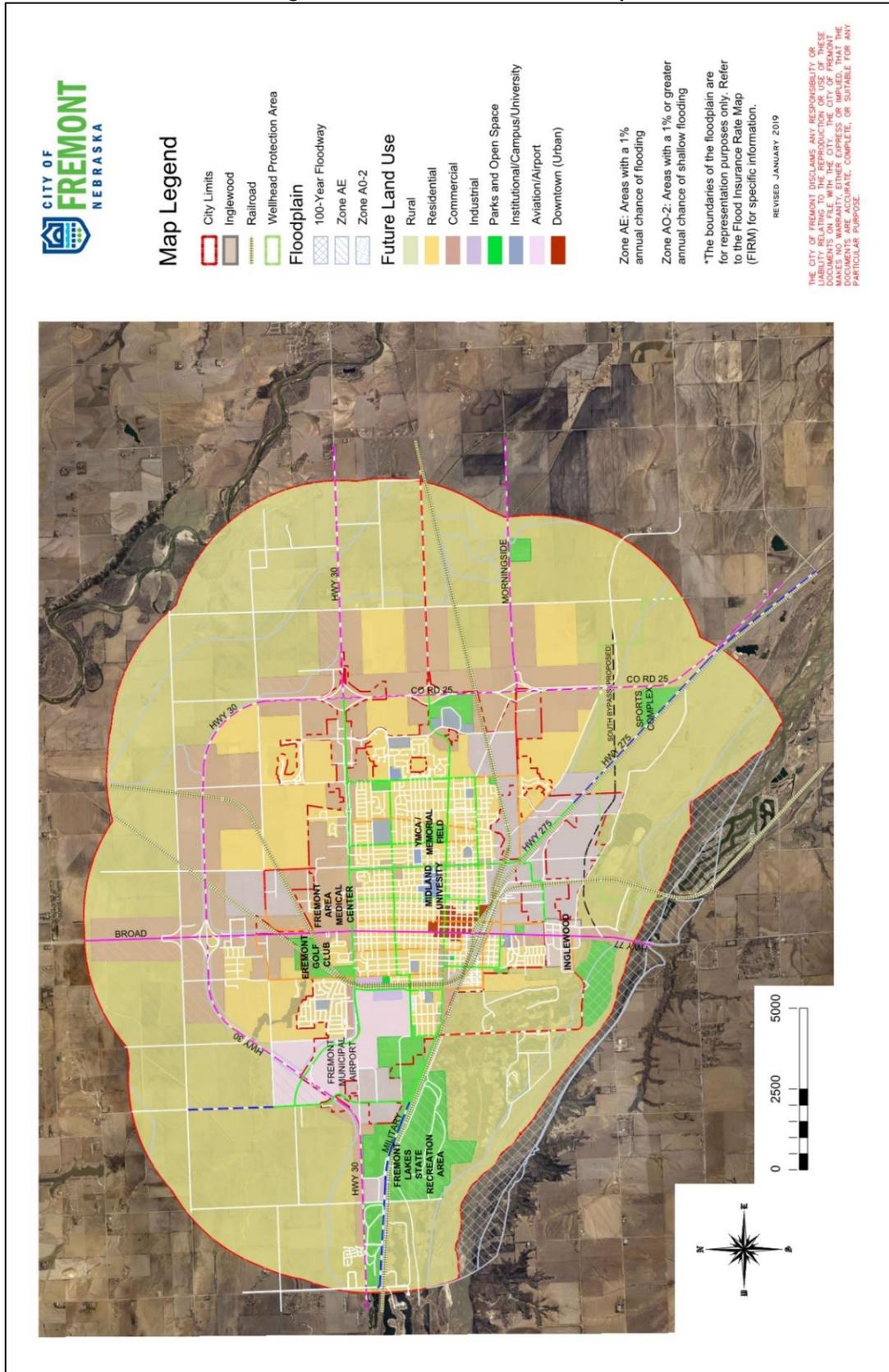
FUTURE DEVELOPMENT TRENDS

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, 2019⁶

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].

Section Seven: City of Fremont Community Profile

FACILITY NAME	ADDRESS	IN FLOODPLAIN (YES/NO)
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, 2019⁷

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/>.

Section Seven: City of Fremont Community Profile

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

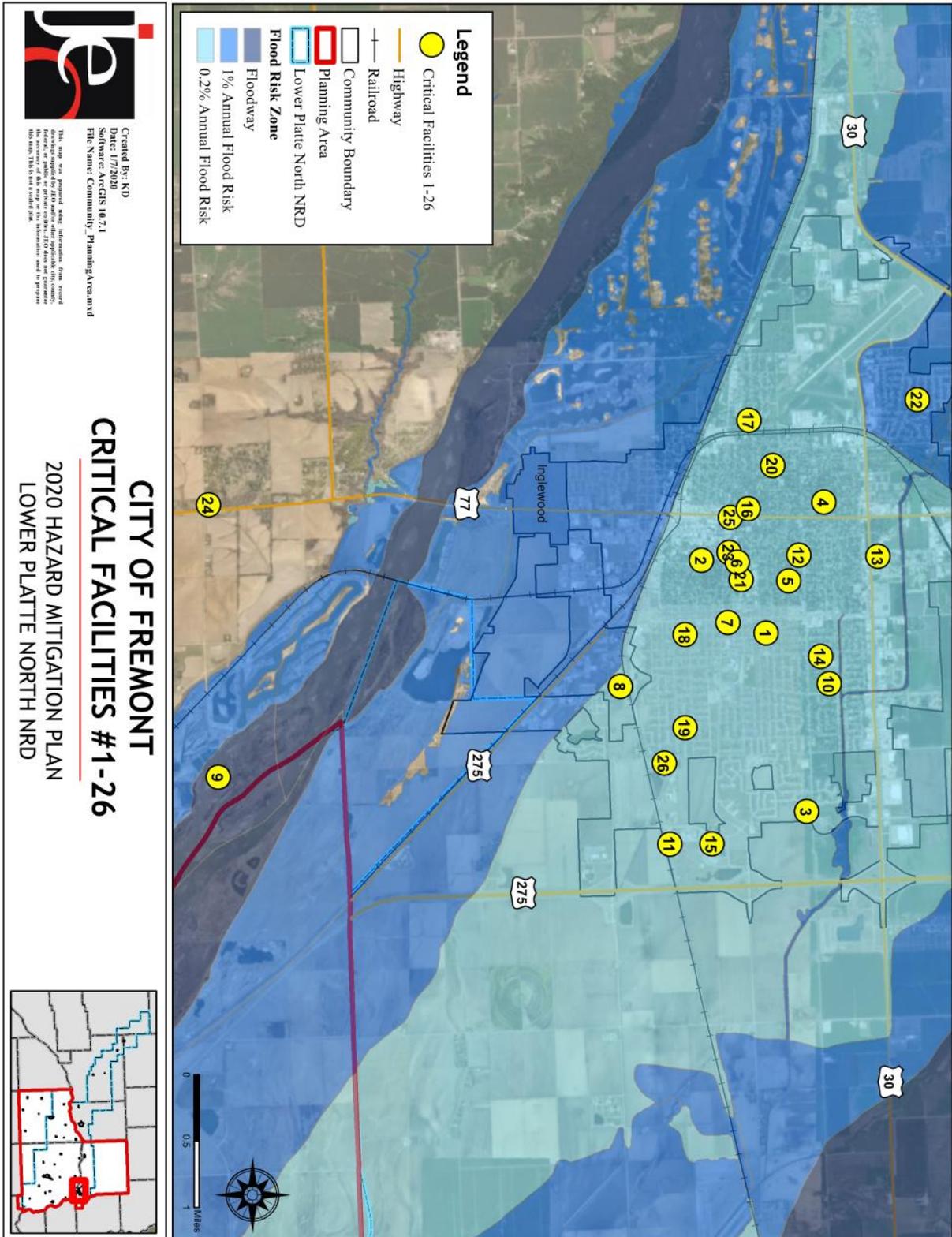
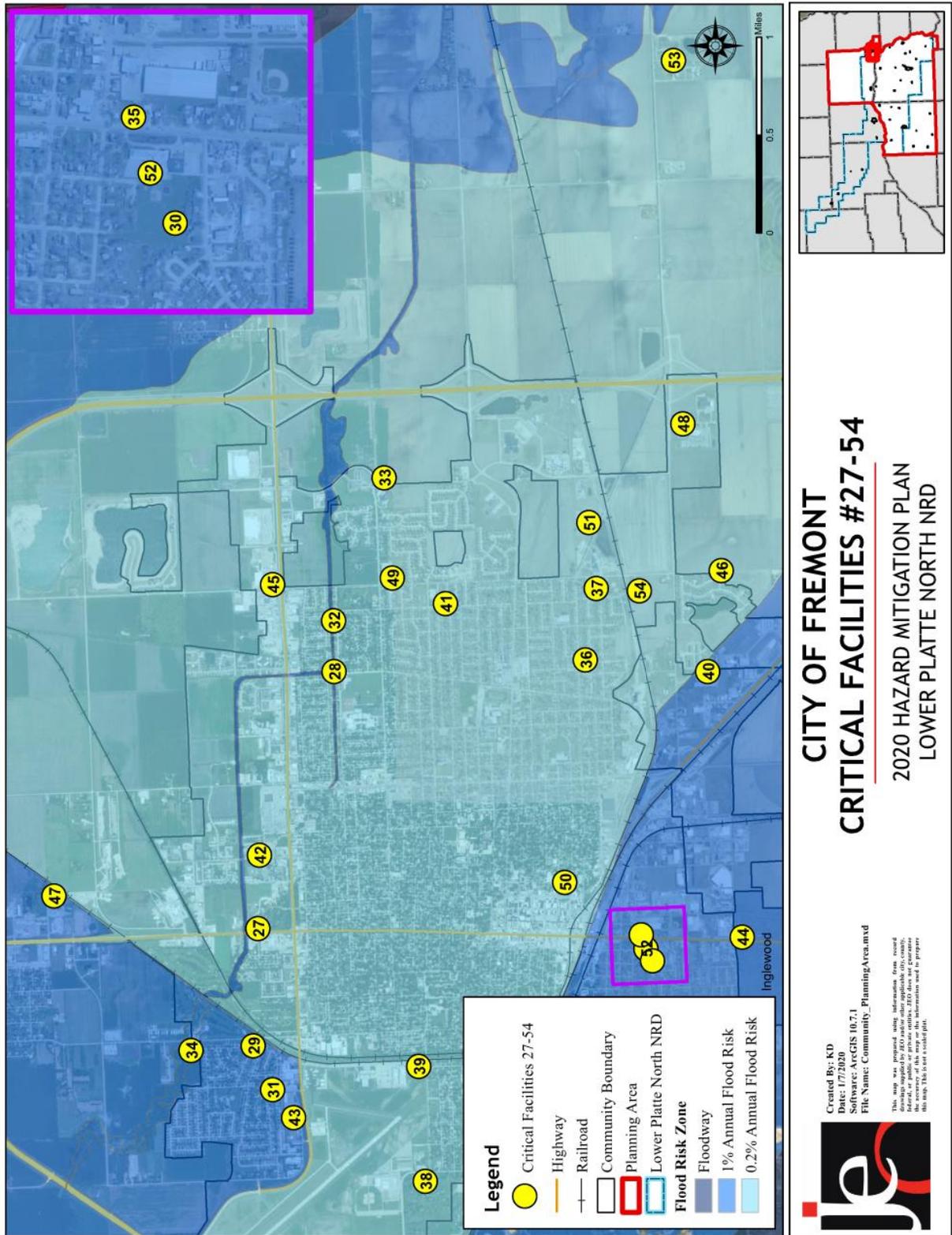


Figure FMT.5: Critical Facilities #27-54



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 probable, 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.

Section Seven: City of Fremont Community Profile

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.

Figure FMT.6: Levee Location

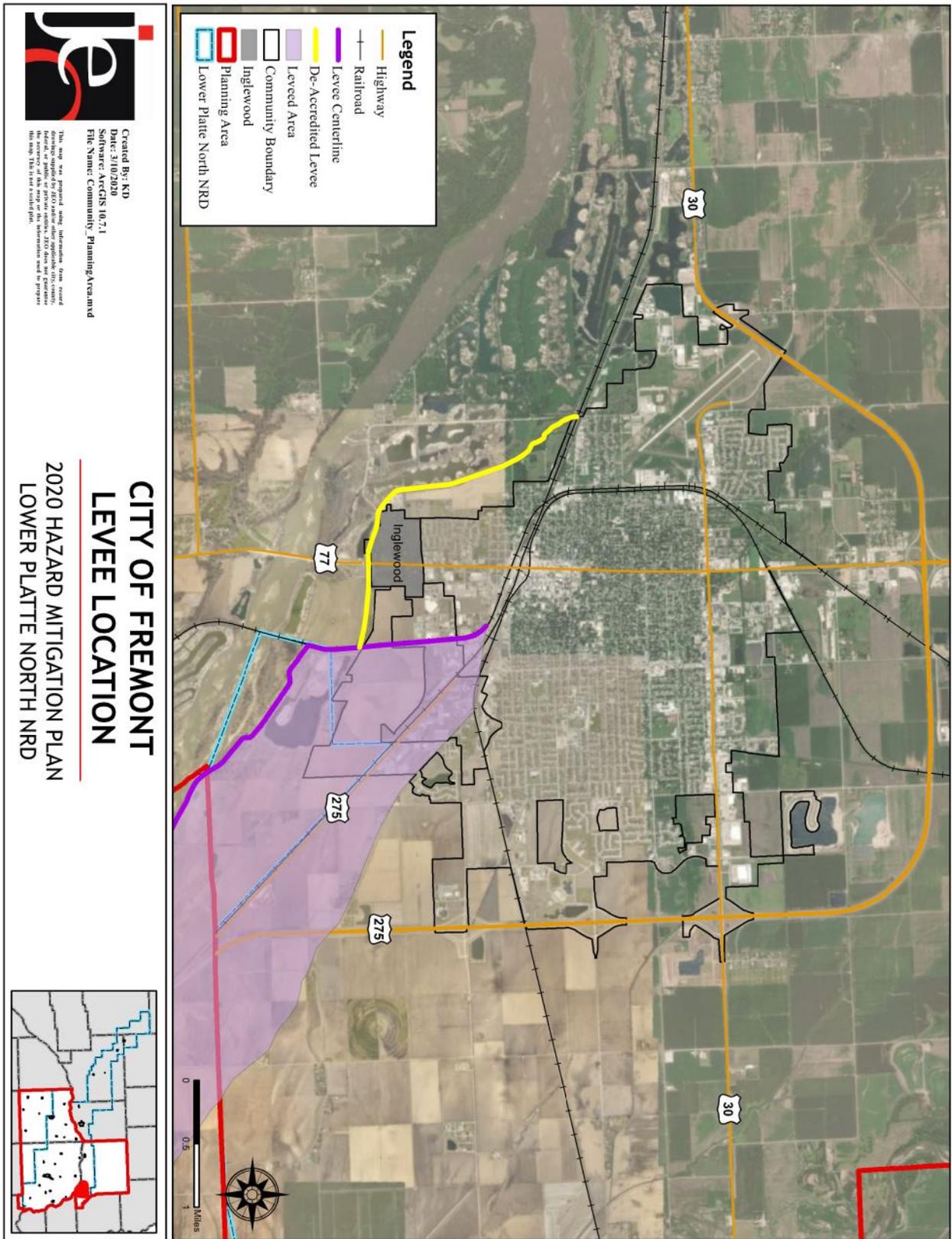
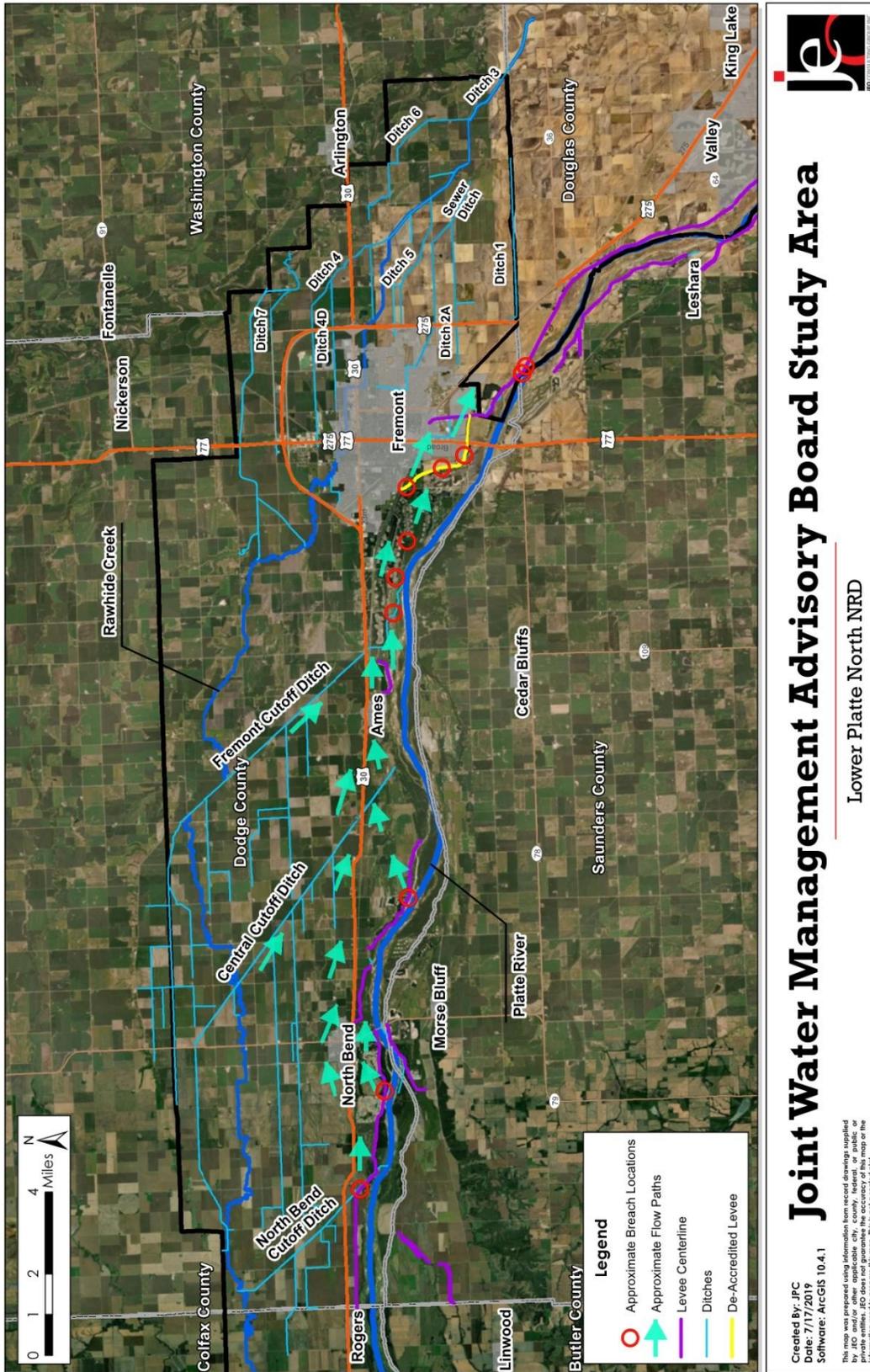


Figure FMT.7: March 2019 Levee Failures



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.

Section Seven: City of Fremont Community Profile

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
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
	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
Education & Outreach Capability	Other (if any)	
	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, and 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.

Section Seven: City of Fremont Community Profile

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.

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	

Section Seven: City of Fremont Community Profile

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

Section Seven: City of Fremont Community Profile

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.	

Section Seven: City of Fremont Community Profile

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	

Section Seven: City of Fremont Community Profile

DODGE COUNTY PLATTE RIVER COMMUNITIES FLOOD MITIGATION AND RESILIENCY PLAN	
MITIGATION ACTION	
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

EMERGENCY OPERATIONS CENTER	
MITIGATION ACTION	
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

IMPROVE FLOOD AND DAM FAILURE WARNING SYSTEM	
MITIGATION ACTION	
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.

Section Seven: City of Fremont Community Profile

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 NO. 2026-015

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.; and,

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 prioritizing 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.

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

PASSED AND APPROVED THIS 13th DAY OF JANUARY, 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Dan Gillis, Director of Public Works
DATE: January 13, 2026
SUBJECT: Maintenance Agreement No. 11 Renewal

Recommendation: Approve Resolution 2026-016 authorizing the Mayor to sign annual renewal of Maintenance Agreement No. 11 between the Nebraska Department of Transportation and the City of Fremont

Background: This agreement provides for general maintenance of certain segments of State Highways within City limits by the Street Department and the corresponding reimbursement from the Nebraska Department of Transportation (NDOT).

Fiscal Impact: State reimbursement to the City is set by State law and is included in the Street Fund. The City's reimbursement for maintenance in 2026 is \$9,530.40.



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

AGREEMENT RENEWAL

Maintenance Agreement No. QE2254 S4
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Fremont
Municipal Extensions in Fremont

We hereby agree that Maintenance Agreement No. QE2254 S4 described above be renewed for the period January 1, 2026 to December 31, 2026.

All figures, terms to remain in effect as per the original agreement dated January 1, 2022 with annex changes noted on Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____, .

ATTEST: City of Fremont

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____, .

ATTEST: State of Nebraska

District Engineer, Department of Transportation



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DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement Attachment B

City of: Fremont

Date: 1/1/26

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 3.16 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,090.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:
4.56 lane miles x \$2,090.00 per lane mile = \$9,530.40.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:
_____ lane miles x \$ _____ per lane mile = \$ _____

Other (Explain)

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

City of Fremont

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

Neb. rev. Stat. 39-1339
and Neb. Rev. Stat. 39-2105

DESCRIPTION	HWY NO.	REF FROM	POST TO	LENG TH IN MILES	TOTAL		RESPONSIBI LITY STATE CITY
					DRIVIN G LANE MILES	TOTAL LANE MILES	
Hwy 275 East to Eastgate Rd.	30	428.66	429.02	0.36	4	1.44	1.44
Hwy 77 Southeast Beltway	77	112.29	113.07	0.78	4	3.12	3.12
Total Lane Miles						4.56	4.56

MAINTENANCE OPERATION AND RESPONSIBILITY
Municipal extensions and connecting links
(Streets Designated Part of the State Highway System excluding Freeways)

Maintenance Responsibility
 Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities	2 nd Class Cities & Villages
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances <i>(including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)</i>	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility
 Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities > 40,000	1 st Class Cities < 40,000	2 nd Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department

CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 11 QE QE2254 Supp 3
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Fremont
Municipal Extensions in Fremont

We hereby certify that all roadway snow removal and/or surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Thomas W. Goodbarn, Department of Transportation, Fremont, Nebraska.

ATTEST: _____ day of _____, .

City Clerk

Mayor/Designee

I hereby certify that all roadway snow removal and/or surface maintenance was performed as per the above listed agreement and payment for the same should be made.

District Engineer, Department of Transportation

For Office Use Only

Agreement No.: _____
Pay/Bill Code: _____
Contractor No.: _____
Amount: \$ _____



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Fremont

Date: 1/1/25

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 3.16 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,030.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:
 4.56 lane miles x \$2,030.00 per lane mile = \$9,256.80.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:
 _____ lane miles x \$ _____ per lane mile = \$ _____

Other (Explain)

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

Neb. rev. Stat. 39-1339
and Neb. Rev. Stat. 39-2105

DESCRIPTION	HWY NO.	REF FROM	POST TO	TOTAL LENG TH IN MILES	DRIVIN G LANES	TOTAL LANE MILES	RESPONSIBI LITY STATE CITY	
Hwy 275 East to Eastgate Rd.	30	428.66	429.02	0.36	4	1.44	1.44	
Hwy 77 Southeast Beltway	77	112.29	113.07	0.78	4	3.12	3.12	
Total Lane Miles						4.56	4.56	

RESOLUTION NO. 2026-016

A Resolution of the City Council of the City of Fremont, Nebraska to approve the renewal of Nebraska Department of Transportation (NDOT) Maintenance Agreement No. 11 for the 2026 calendar year and to authorize the Mayor to sign said agreement.

WHEREAS, the City of Fremont and the Nebraska Department of Transportation have previously entered into Maintenance Agreement No. 11; and,

WHEREAS, Maintenance Agreement No. 11 requires annual renewals.

NOW THEREFORE BE IT RESOLVED: by the City Council of the City of Fremont, Nebraska that the Mayor and City Clerk are hereby authorized to certify compliance with the 2025 calendar year Maintenance Agreement No. 11 and execute the renewal for the 2026 calendar year.

PASSED AND APPROVED THIS 13th DAY OF JANUARY, 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Angie Olson, Grant Coordinator

DATE: January 13, 2026

SUBJECT: Downtown Revitalization Program award recommendation

Recommendation: Approve Resolution 2026-017 awarding funding for downtown project for Downtown Revitalization Community Development Block Grant at 307 N Main St

Background: On November 15, 2023, the City of Fremont received notification from the Nebraska Department of Economic Development (DED) that \$435,000 was awarded for the Downtown Revitalization program to be used for facade and building improvements. The grant includes \$25,000 for General Project Administration and \$10,000 for Construction Management, both services are provided by the Northeast Nebraska Economic Development District (NENEDD).

On January 6, 2026, an application was evaluated by the Design Review Committee based on the Program Guidelines for the Façade and Building Improvement Program.

The Design Review Committee recommends the City Council authorize funding for the following project totaling \$46,820, subject to environmental reviews conducted by the Nebraska State Historic Preservation Office:

Applicant	Project Address	Request	Project Estimate
Todd Hoppe and Tricia Dorfmeier	307 N Main St	\$35,115	\$46,820

Authorized funding is provided on a reimbursement basis. Participating businesses are required to provide a minimum match of 25% of project costs.

There are currently \$273,500 in uncommitted funds available for the program. Applications are accepted and reviewed on a rolling basis. The grant period ends May 14, 2026. Per Northeast Nebraska Economic Development District, extensions on downtown revitalization grant programs are common.

Fiscal Impact: \$35,115 of Downtown Revitalization Community Development Block Grant funds.

Façade and Building Improvement Program Application Form

Applicant Name: Tricia Dorfmeier

Applicant's Phone Number: 402-960-8540

Applicant's email address: tdorfmeier@outlook.com

Business Name: Wilsey's - Wacky Wheels Bicycle Repair Shop

Business Owner: Chuck Wilke

Property Owner: Tricia Dorfmeier

Property Address: 307 N. Main Street Fremont NE 68005

Property Legal Description: OTN 37 S57 lots 7-8 BLK173

Type of façade improvement planned (see Design Guidelines):

Restoration ___ Renovation ___ Replacement ___ Reconstruction

Type of Signage improvement planned:

___ Removal ___ New ___ Alteration ___ Repair

Structural alterations: none

Cosmetic alterations (i.e. moldings): none

Painting (approximate sq. ft. area): none

Other work - specify (i.e. awnings): none

Total cost of project: \$46,820 - **\$35,115**

Amount requested (up to 75% of project cost - not to exceed \$50,000) \$ ~~\$46,820~~

I hereby submit the attached plans, specifications and color samples for the proposed project, and understand that these must be approved by the City of Fremont. No work may begin until I have received a signed and dated Notice to Proceed from Northeast Nebraska Economic Development

District. I further understand that there must be a signed contract with a contractor within 60 days of notification of award, and the project must be completed within six (6) months from date of project approval. If the City has not received correspondence in that time frame, the funds will be reallocated. Loan funds will not be paid until Northeast Nebraska Development District provides the City of Fremont with an Acceptance of Project Completion and the city receives drawn down funds from the Nebraska Department of Economic Development. I agree to leave the completed project in its approved design and colors for a period of five (5) years from the date of completion. If changed before the end of five years, I agree to pay back the loan amount. I understand that a Deed of Trust, in the amount equal to the loan amount, will be placed upon the property at the time the applicant signs the promissory note. This lien, in favor of the City of Fremont, will take a subordinate position to all existing liens. Is a title search required to make sure of our lien position?

T. Dorfmeyer
Signature of Property Owner

Signature of Business Owner/Tenant
(if applicable)

Tricra Dorfmeyer
Printed Name & Title of Property Owner

Printed Name & Title of Business Owner

10-17-2023
Date

Date

Release and Hold Harmless Agreement

Release executed on the 17th day of October, 2025 by (Property Owner) Tricia G. Dorfmeier and (Business owner if applicable _____, of (Street Address) 307. N. Main Street, City of Fremont, County of Dodge, State of Nebraska, referred to as Releaser(s).

In consideration of being granted monies for restoration, modifications, signage, or other physical changes to the property located at the above address, the Releaser(s), understands that they are solely responsible for providing their own contractors, and to assure that those contractors are fully insured and licensed and have obtained all necessary permits in accordance with all pertinent regulations. The Releaser(s) waives, releases, discharges, and covenants not to sue or interplead and agrees to indemnify the City of Fremont (or entities under the City's umbrella), the Northeast Nebraska Economic Development District for loss or damage, and claims or damages therefore, on account of any work that has been performed in accordance with City or State guidelines or related to the Downtown Revitalization Building Improvement Program.

Releaser(s) agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Nebraska and that if any portion of the agreement is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect.

Releaser(s) further states that it has carefully read the above release and knows the contents of the release and signs this release as its own free act.

Releaser's obligation and duties hereunder shall in no manner be limited or restricted by the maintaining of any insurance coverage related to the above referenced event.

This release contains the entire agreement between the parties to this agreement and the terms of this release are contractual and not a mere recital.

T. Dorfmeier
Signature of Property Owner

Signature of Business Owner (if applicable)

Tricia G. Dorfmeier
Printed Name & Title of Property Owner

Printed Name & Title of Business Owner

10-17-2025
Date:

Date:

United States Citizenship Attestation Form

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

I am a citizen of the United States.

--OR--

I am a qualified alien under the Federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

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

Printed Name: Tricia G. Dorfmeier
First Middle Last

Signature: T. Dorfmeier

Date: 10-17-2025



Date: October 17, 2025

To: Todd Hoppe, Trish Dorfmeier

Project:

Base Price.....**\$46,820.00**

Scope: Remove existing sash and plate storefront and replace the thermal extruded storefront framing and 1" insulated glass. The dimensions and layout are per site visit and may need to be adjusted.

This will include:

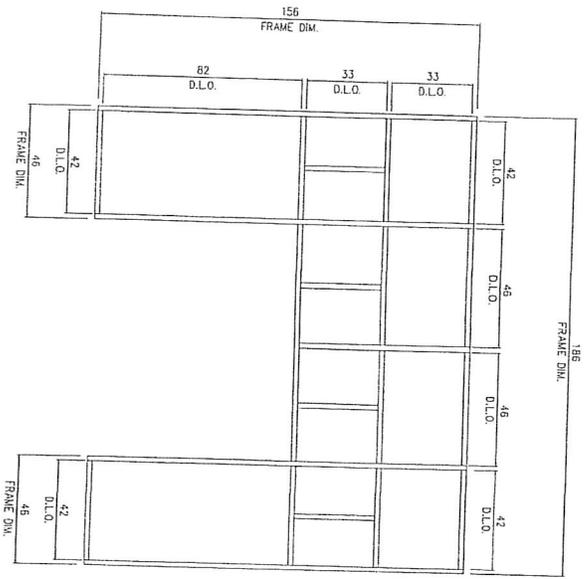
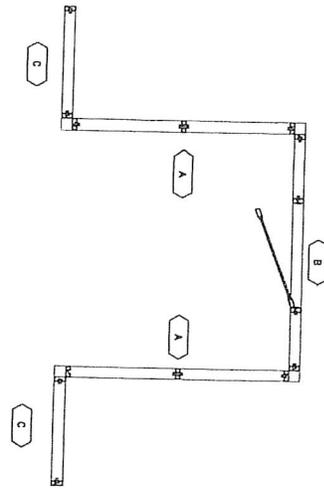
- Tubelite T14000 dark bronze anodized storefront framing
- 3'6" outswing door with locking hardware and closer
- Guardian SN 68 LoE on clear glass in a 1" dual pane thermal unit
- Dowsil 791 bronze sealant at perimeter of our installed product
- Demo and disposal of existing framing and glass
- Lift and or scaffold rental
- .040 dark bronze brake metal at sills and corners

Not included in this estimate:

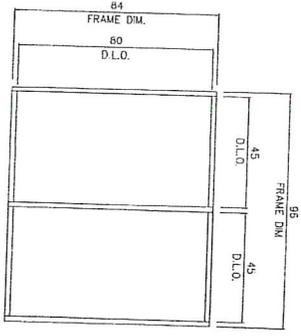
- Protection of installed products or damage by others.
- Any framing or structural components
- Removal of any electrical wiring
- Performance Bond.

Note: This quote is for the 307 building only, if the neighboring building is to receive the same layout as this please allow \$46,820.00 for the additional work and material

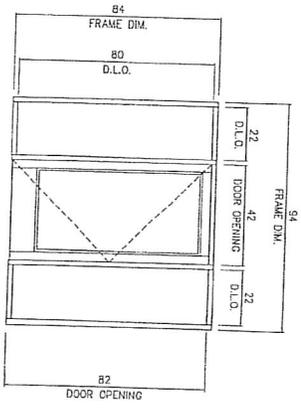
Sincerely,
Bill Letuli
bill@midwestglass.org



C QTY REQ'D: 1
 1" INSULATED 4 1/2 STOREFRONT FRAMING



A QTY REQ'D: 2
 1" INSULATED 2 X 4 1/2 STOREFRONT FRAMING



B QTY REQ'D: 1
 1" INSULATED 2 X 4 1/2 STOREFRONT FRAMING AND SLIDE DOOR 10" BOTTOM RAIL

PROJECT NAME:	307 N MAIN FREMONT, NE
LOCATION:	
ARCHITECT:	
CONTRACTOR:	
SHEET TITLE:	ELEVATIONS
SHEET NO.:	E1



REV. NO.	DATE	BY	REVISION DESCRIPTION

The Hub Clothing Store. A. Zlotky, Proprietor
"Where a Boy can Buy as Cheap as a Man"





LOAN AGREEMENT

THIS AGREEMENT dated January 13, 2026 by and between Todd Hoppe and Tricia Dorfmeier, hereinafter collectively referred to as the "Borrower" and the City of Fremont, Nebraska, hereinafter referred to as the "Lender".

WHEREAS, the Lender has funds available to promote downtown revitalization and to improve the facades of downtown buildings; and,

WHEREAS, Borrower is renovating, restoring, replacing or reconstructing facades and/or signage; and,

WHEREAS, based upon information furnished by the Borrower, the Lender has determined that a Downtown Revitalization Grant as described in this Loan Agreement to be made by the Lender to the Borrower will further the purposes specified in the Downtown Revitalization Building Improvement Program Guidelines for the City of Fremont.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

THE LOAN

The Forgivable Loan.

Subject to the terms and conditions of this Loan Agreement, the Lender agrees to lend to the Borrower, and the Borrower agrees to borrow from the Lender thirty-five thousand one hundred fifteen and no/100 dollars (\$35,115) as a five (5) year Forgivable Loan at 0% interest unless an Event of Default, as defined in this Loan Agreement occurs. The proceeds of the Forgivable Loan are to be reimbursed to the Borrower for activities approved in the Borrower's Façade and Building Improvement Program Application Form attached hereto as Exhibit B. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purpose of this agreement.

It is understood the business will submit a request for reimbursement for 75% of the project invoices not to exceed the grant award amount. It is also understood this contract is wholly funded with Community Development Block Grant funds as administered by the Nebraska Department of Economic Development (NDED) and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirement NDED may prescribe.

The Forgivable Loan Term and Repayment.

The term of the Forgivable Loan will be for five (5) years from and after the date of the completion of the facade and/or signage improvements. The terms of the Forgivable Loan are such: the Borrower agrees to leave the improvements in place for a minimum of five (5) years. If the property or business sells in which the improvements were made or the improvements are removed prior to the five (5) years, the remaining balance will become immediately due to the City of Fremont by Borrower.

A Deed of Trust, in the amount equal to the loan amount will be placed upon the property at the time the Borrower signs the Promissory Note, attached hereto as Exhibit A. The lien, in favor of the City of Fremont, will be placed upon the property at the time the Borrower signs the Promissory Note. The lien will be removed after the improvements stay in place for the five (5)

year period.

In an Event of Default as defined in this Loan Agreement, the Forgivable Loan will become immediately due and payable on a prorated basis determined by total time improvements have been in place at the time of default and shall draw interest at the rate of six (6%) per annum accruing from and after the time of occurrence of such Event of Default.

The Borrower always agrees to maintain the property in operating condition and repair. The Borrower also agrees to maintain during the term of the Loan Agreement adequate hazard insurance policies covering fire and extended coverage and such other hazards as may be deemed appropriate in the amounts and form sufficient to prevent the Borrower from being a coinsurer and issued by companies satisfactory to the Lender with acceptable loss payee clauses in favor of the Lender.

The Borrower further agrees, if at any time during the life of the Loan the Borrower's property is declared to be within a flood hazard area, to purchase Federal Flood Insurance, if available. Such insurance will be in an amount equal to the amount of the loan. If the property is not located in a flood hazard area at the time of the loan closing, the Borrower will provide satisfactory evidence thereof.

Right to Inspection.

The Borrower agrees to grant to the Lender, until the Note has been fully satisfied, the right at all reasonable hours to inspect the property used to secure the Loan; and the Borrower further agrees to provide the Lender free access to the Borrower's premises for the purpose of such inspection to determine the condition of the chattel, personal property and real estate.

Notice of Default.

The Borrower agrees to give written notice to the Lender of any event, within 15 days of the event, which constitutes an Event of Default under this Loan Agreement.

Expenses of Collection or Enforcement.

The Borrower agrees, if at any time the Borrower defaults on any provision of this Loan Agreement, to pay an amount equal to the costs and expenses of collection, enforcement or correction or waiver of the default incurred by the Lender or its Assigns in such collection, enforcement, correction or waiver of default.

Federal Immigration Verification.

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

The Borrower understands and agrees that lawful presence in the United States is required and the Borrower may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The Borrower agrees to have available for review the individual files, which contain this form and to provide summary data to the Lender as requested.

Compliance with Law.

Evidence satisfactory to the Lender will be furnished certifying that all improvements and their use comply fully with all applicable zoning and building laws, ordinances and regulations, and all other applicable federal, state and municipal law requirements. The loan will be in all respects legal and will not violate any applicable law or other requirements of any governmental authority.

Environmental Protection Laws.

Receipt of evidence satisfactory to the Lender of compliance with all applicable environmental protection and land use and development laws, ordinances and regulations of all federal, state and local governmental authorities and agencies having jurisdiction.

Change Ownership.

The principals of the Borrower will not permit, without the written permission of the Lender, any material change in the ownership, structure, control, or operation of the Borrower including but not limited to i) merger into or consolidation with any other person, firm or corporation; ii) significant issuance of any shares of its capital stock having ordinary voting power for the election of members of the Board of Directors or other governing body of the Borrower; iii) changing the nature of its business as carried out of the date hereof; iv) substantial distribution, liquidation or other disposal of the Borrower's assets to the stockholders. Should the borrower propose any material change in ownership, structure, control, or operation of the Borrower, the Lender reserves the right to renegotiate this Agreement or make the entire unpaid principal of the Note and the accrued interest will immediately be due and payable upon written demand of the Lender.

EVENTS OF DEFAULT

The entire unpaid principal of the Note and the accrued interest will become and be immediately due and payable upon the written demand of the City except where noted, without any other notice or demand of any kind or any presentment or protest, if any one of the following events (an "Event of Default") occurs and be continuing at the time of such demand, whether voluntarily or involuntary, or without limitation, occurring or brought about by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rules or regulation of any administrative or governmental body, provided, however, that such sum will not be then payable if Borrower's payments have been waived, or the time for making the Borrower's payments has been extended by the Lender. Upon an Event of Default, the City shall be entitled to any and all remedies available at law or in equity.

Incorrect Representation or Warranty.

Any representation or warranty contained in or made in connection with the execution and delivery of this Loan Agreement, or in any provided information proves to be incorrect.

Default in Covenants.

The Borrower will default in the performance of any other term, covenant or agreement contained in this Loan Agreement, and such default continues unremedied for 30 days after either i) it becomes known to by the Borrower; or ii) written notice has been given to the Borrower by the Lender.

Voluntary Insolvency.

If the Borrower becomes insolvent or ceases to pay its debts as they mature or voluntarily files a petition seeking reorganization of its business, or the appointment of a receiver, trustee, or

liquidation of a substantial portion of its assets effects a plan or other arrangement with creditors, or be adjudicated bankrupt, or make a voluntary assignment for the benefit of creditors.

Involuntary Insolvency.

If an involuntary petition is filed against the Borrower under any bankruptcy, insolvency or similar law or seeking the reorganization of or the appointment of any receiver, trustee or liquidator for the Borrower, or of a substantial part of the property of the Borrower, or a writ or warrant of attachment or similar process will be issued against a substantial part of the property of the Borrower, and such petition is not dismissed, or such writ or warrant of attachment or similar process is not released or bonded, within thirty (30) days after filing or levy.

MISCELLANEOUS

Waiver of Notice.

No failure or delay on the part of the Lender in exercising any right, power, or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No modification or waiver of any provision of this Loan Agreement or of the Note, nor any consent to same will be effective unless it is in writing and then such waiver or consent will be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on the Borrower in any case will entitle the Borrower to any other or further notice or demand in similar or other circumstances.

Amendments.

The Borrower and the Lender or its Assigns, reserve all rights to amend any provisions of this Agreement, to consent to or waive any departure from the provisions of this Loan Agreement, to amend or consent to or waive departure from the provisions of the Note, and to release or otherwise deal with any collateral security for payment of the Note provided, unless all such amendments be in writing and executed by the Lender or its Assigns and the Borrower.

Notices.

All notices, consents, requests, demands and other communication will be in writing and will be deemed to have been duly given to a party if mailed to the Lender at City of Fremont, City Clerk, 400 East Military Avenue, Fremont, NE 68025, or such other address as designated to the Maker in writing. And if mailed to the Borrower at the following address; 307 N Main Street, Fremont, NE 68025 or at such other address as the Borrower will have designated to the Lender in writing.

Survival of Representations and Warranties.

All agreements, representations, and warranties made by the Borrowers or any other document or certificate delivered to the Lender in connection with the transactions contemplated by this Loan Agreement will survive the delivery of this Loan Agreement, the Promissory Note and the Security Agreement(s), and will continue in full force and effect so long as the Promissory Note is outstanding.

Successors and Assigns.

This Loan Agreement will be binding upon the Borrower, its Successors, and Assigns. The Borrower may not assign or transfer its rights without prior written consent of the Lender.

Counterparts.

This Loan Agreement may be executed in any number of counterparts, each of which will be

deemed an original, but all of which together will constitute one and the same instrument.

Governing Law.

This Loan Agreement and the Promissory Note and Security Agreement(s) will be deemed contracts made under the laws of the State of Nebraska and for all purposes will be construed in accordance with the laws of this State.

IN WITNESS WHEREOF, the parties hereto have each caused this Loan Agreement to be executed.

BORROWER

CITY OF FREMONT, NEBRASKA

Its:

Its: Mayor

Its:

EXHIBIT "A"

**PROMISSORY NOTE
PERFORMANCE-BASED FORGIVABLE LOAN**

January 13, 2026

\$35,115

Fremont, Nebraska

For Value Received, the undersigned, and Todd Hoppe and Tricia Dorfmeier (hereinafter referred to as the "Borrowers"), promises to pay to the City of Fremont, Nebraska, a political subdivision of the State of Nebraska, (the "Lender"), the principal sum of thirty-five thousand one hundred fifteen and no/100 dollars (\$35,115) together with interest to accrue thereon at the rate of six percent (6%) per annum compounded annually as provided herein.

The term of this Promissory Note will be five (5) years from the date of the execution of this Promissory Note, and that certain Loan Agreement dated on even date herewith (the "Agreement"). The term of the Performance Based Loan are such: the Borrowers agrees to keep improvements in place for a period of five (5) years from date of completion.

If Borrowers fails to keep improvements in place for a period of five (5) years from date of completion or otherwise fails to perform its duties under this Promissory Note, the Agreement, or should any of the ownership interests in Borrowers be transferred to a third party, then in any such event, Borrowers shall be in default under this Promissory Note and the Agreement, and agrees that Lender may in its sole discretion elect to accelerate the amounts due under this Promissory Note. Borrowers further agrees to pay all Lender's reasonable costs of collection including attorney fees to the extent allowed by applicable law.

All payments and any notice to the Lender shall be sent to the Lender by sending the same to: Fremont City Clerk, 400 East Military Avenue, Fremont, Nebraska, 68025, or such other address as is designated by the Lender in writing. Any notices given to the Borrowers by Lender will be deemed sufficient and given if sent to the Borrowers at the following address: 307 N Main Street, Fremont, Nebraska 68025 or at such other address as the Borrowers will have designated to the Lender in writing. Lender's notices shall be deemed given when sent and Borrowers' notices to Lender will be deemed given when actually received by Lender.

This Promissory Note is secured by a Security Agreement.

The undersigned:

- (a) Waives demand, presentment, protest, notice of protest, and suit against any party and all other requirements necessary to hold it; and
- (b) Waives as to the amount due hereunder, all rights of exemption under the constitution or laws of the State of Nebraska or any other state as to personal property.

This Promissory Note and all provisions are binding on the Borrowers, its successors and assigns, and will inure to the benefit of the Lender, its successors and assigns. The Lender does not by any act, delay, omission or otherwise has waived any of its rights or remedies, and no waiver of any kind is valid against the Lender unless in writing and signed by the Lender.

This Promissory Note is governed by and construed in accordance with the laws of the State of Nebraska. This Promissory Note may not be amended or modified in whole or in part except by written agreement by both of the parties hereto.

Any dispute involving or relating to this Promissory Note or the Agreement, including but not limited to the parties' conduct in entering into any of them, any oral representations or agreements related thereto and the performance of any of these agreements, shall be litigated exclusively in the state courts located in Dodge County, Nebraska. The parties consent to personal jurisdiction in the State of Nebraska and to venue in Dodge County, Nebraska, or in the United States District Court for the District of Nebraska with trial in Omaha, and agree not to contest or to change venue from such location. The parties hereby waive any and all rights they may have to a jury trial in connection with any litigation commenced by or against Lender with respect to the rights and obligations of the parties under this Promissory Note or the Agreement whether sounding in tort, contract, or other theory.

Dated and executed as of the date first written above.

By: _____

Its:

By: _____

Its:

WITNESS: _____

Record & Return to: Adams & Sullivan, P.C., L.L.O., 1413 S. Washington, Suite 300, Papillion, NE 68046

DEED OF TRUST

THIS DEED OF TRUST is made as of the 13th day of January 2026, by and among Todd Hoppe, ("Trustor"), whose address is 307 N Main Street, Fremont, NE 68025, Travis M. Jacott member of the Nebraska Bar Association ("Trustee"), whose mailing address is 1413 S. Washington, Suite 300, Papillion, Nebraska 68046, and City of Fremont, Nebraska, a Political Subdivision in the State of Nebraska, ("Beneficiary") whose mailing address is 400 E. Military Avenue, Fremont, Nebraska 68025.

FOR VALUABLE CONSIDERATION, Trustor irrevocably transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions of this Deed of Trust, the real property located in the County of Dodge State of Nebraska, and legally described as follows (the "Property"):

OTN 37 S57 Lots 7 & 8 BLK 173.

TOGETHER WITH, all rents, easements, appurtenances, hereditaments, interest in adjoining roads, streets and alleys improvements and buildings of any kind situated thereon and all personal property that may be or hereafter become an integral part of such buildings and improvements, all crops raised thereon, and all water rights.

The property and the entire estate and interest conveyed to the Trustee are referred to collectively as the "Trust Estate."

FOR THE PURPOSE OF SECURING:

a. Payment of indebtedness in the total principal amount of \$35,115, with interest thereon, as evidenced by that certain promissory note of even date (the "note") with a maturity date of January 13, 2031, executed by Trustor, which has been delivered and is payable to the order of Beneficiary, and which by this reference is hereby made a part hereof, and any and all modifications, extensions and renewals, thereof, and

b. Payment of all sums advanced by Beneficiary to protect the Trust Estate, with interest

thereon at the rate as provided in the note, and

- c. The performance of Trustor's covenants and agreements.

This Deed of Trust, the Note and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby are referred to collectively as the "Loan Instruments."

TO PROTECT THE SECURITY OF THIS DEED OF TRUST:

1. **PAYMENT OF INDEBTEDNESS.** Trustor shall pay when due the principal of; and the interest on, the indebtedness evidenced by the Note, charges, fees and all other sums as provided in the Loan Instruments.

2. **TAXES.** Trustor shall pay each installment of all taxes and special assessments of every kind, now or hereafter levied against the trust estate or any part thereof before delinquency without notice or demand and shall provide the beneficiary with evidence of the payment of the same. Trustor shall pay all taxes and assessments which may be levied upon Beneficiary's interest herein or upon this Deed of Trust or the debt secured hereby, without regard to any law that may be enacted imposing payment of the whole or any part thereof upon the Beneficiary.

3. **INSURANCE AND REPAIRS.** Trustor shall maintain fire and extended coverage insurance insuring the improvements and buildings constituting part of the Trust Estate for an amount no less than the amount of the unpaid principal balance of the Note (co-insurance not exceeding 80% permitted). Such insurance policy shall contain a standard mortgage clause in favor Beneficiary and shall not be cancelable, terminable or modifiable without ten (10) days prior written notice to Beneficiary. Trustor shall promptly repair, maintain and replace the Trust Estate or any part thereof so that, except for ordinary wear and tear, the Trust Estate shall not deteriorate. In no event shall the Trustor commit waste on or to the Trust Estate. The Beneficiary may enter upon and make inspections of the Property including the interior of any improvements. In the event the Beneficiary desires to enter and make inspections of the interior of any improvements, the Beneficiary shall provide the Trustor at least 24 hours notice prior to appearing.

4. **ACTIONS AFFECTING TRUST ESTATE.** Trustor shall appear in and contest any action or proceeding purporting to affect the security hereof or the rights or power of Beneficiary or Trustee, and shall pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear. Should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Trustor shall, immediately upon demand therefor by

Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing rights, including without limitation costs of evidence to title, court costs, appraisals, surveys and attorney's fees. Any such costs and expenses not paid within ten (10) days of written demand shall draw interest at the default rate provided in the Note.

5. EMINENT DOMAIN. Should the Trust Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner including deed in lieu of Condemnation ("Condemnation"), or should trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiary. Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation awards, damages, rights of action and proceed awarded to Trustor (the "Proceeds") are hereby assigned to Beneficiary and Trustor agrees to execute such further assignments of the Proceeds as Beneficiary and Trustor agrees to execute such further assignments of the Proceeds as Beneficiary or Trustee may require.

6. FUTURE ADVANCES. Upon request of Trustor, Beneficiary, at Beneficiary's option, prior to reconveyance of the Property to Trustor may make future advances to Trustor. Such future advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

7. APPOINTMENT OF SUCCESSOR TRUSTEE. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and Recorded in the County in which the Trust estate is located and by otherwise complying with the provisions of the applicable law of the State of Nebraska substitute a successor or successors to the Trustee named herein or acting hereunder.

8. SUCCESSORS AND ASSIGNS. This Deed of Trust applies to, innures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as Beneficiary herein.

9. EVENTS OF DEFAULT. Any of the following events shall be deemed an event of default hereunder.

(a) Trustor shall have failed to make payment of any installment of interest, principal, or principal and interest or any other sum secured hereby when due and said default in payment is not cured within 30 days from the date it is due, or

(b) There has occurred a breach of default under any term, covenant, agreement, condition,

provision, representation or warranty contained in any of the Loan Instruments.

10. ACCELERATION UPON DEFAULT, ADDITIONAL REMEDIES. Should an event of default occur Beneficiary may declare all indebtedness secured hereby to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind.

Thereafter Beneficiary may:

(i) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorneys' fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt and application of rents, issues or profits, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon occurrence of any event of default, including the right to exercise the power of sale;

(ii) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(iii) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Trust Estate to be sold, which notice Trustee shall cause to be duly filed for record in the appropriate Official Records of the County in which the Trust Estate is located.

11. DUE ON SALE CLAUSE. In the event Trustor, without the prior written consent of Beneficiary, sells, further encumbers, transfers and / or conveys part or all of the property, by deed, land contract or any other means by which legal, beneficial or equitable title is transferred, beneficiary shall be entitled at its option to declare all sums secured hereby immediately due and payable and require prompt payment by Trustor. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of a subsequent occurrence.

12. FORECLOSURE BY POWER OF SALE. Should Beneficiary elect to foreclose by exercise of the Power of Sale herein contained, Beneficiary shall notify Trustee and shall deposit with

Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such notice from Beneficiary. Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Notice of Sale as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Trust Estate at the time and place of sale fixed by it in such Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed of deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee and Beneficiary, may purchase at such sale.

(b) As may be permitted by law, after deducting Trustee Fees, Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, trustee fees of not more than 1/2 of 1% of the gross sales price, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; (c) to the payment of junior Trust Deeds, mortgagee or other lien holders; and (d) the balance, if any, to the person or persons legally entitled thereto.

(c) Trustee may in the manner provided by law, postpone sale of all or any portion of the Trust Estate.

13. **REMEDIES NOT EXCLUSIVE.** Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Instrument or other agreement or any laws now or hereafter in force, notwithstanding some or all of the such indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other

remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies. Nothing herein shall be construed as prohibiting Beneficiary from seeking a deficiency judgment against the Trustor in the extent such action is permitted by law.

14. REQUEST FOR NOTICE. Trustor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

15. GOVERNING LAW. This Deed of Trust shall be governed by the laws of the State of Nebraska. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable law, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

16. RECONVEYANCE BY TRUSTEE. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees. Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto".

17. NOTICES. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by certified mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Any party may at this time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

18. ACCEPTANCE BY TRUSTEE. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

19. INSPECTION. Beneficiary or its agent may make reasonable entries upon and inspections of the property. Beneficiary shall give Trustor notice at the time of or prior to an inspection specifying

reasonable cause for the inspection.

20. TRUSTOR NOT RELEASED; FORBEARANCE BY BENEFICIARY NOT A WAIVER. Extension of the time for payment or modification or amortization of the sums secured by this Security Instrument granted by Beneficiary to any successor in interest of Trustor shall not operate to release the liability of the original Trustor or Trustor's successors in interest. Beneficiary shall not be required to commence proceedings against any successor in interest, refuse to extend time for payment, or otherwise modify amortization of the sums secured by this Security instrument by reason of any demand made by the original Trustor or Trustor's successors in interest. Any forbearance by Beneficiary in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

STATE OF NEBRASKA)
)ss
COUNTY OF DODGE)

On this ____ day of _____ 2026, before me, a Notary Public, qualified for said county, personally came _____, _____, known to me to be the identical person(s) who signed the foregoing instrument as Trustor, and acknowledged the execution thereof to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at _____, Nebraska, on the day last above written.

Notary Public

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (hereinafter referred to as this "Agreement") is made and entered into effective as of the 13th day of January 2026 (the "Effective Date"), by and among the City of Fremont, Nebraska ("City") and Todd Hoppe and Tricia Dorfmeier, ("Borrowers") (City and Borrowers, each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, on January 13, 2026, the Borrowers entered into a Loan Agreement in which the Borrowers was approved for a reimbursable award under the City's Downtown Revitalization Program for 307 N Main Street, and that the Borrowers would receive an award of thirty-five thousand one hundred fifteen and no/100 dollars (\$35,115) towards the Borrowers' estimated forty-six thousand eight hundred twenty and no/100 dollars (\$46,820) project; and

WHEREAS, pursuant to the terms of the Loan Agreement, the Borrowers will execute and deliver a promissory note in favor of the City in the principal amount of \$35,115 plus applicable interest (hereinafter referred to as the "Note"); and

WHEREAS, to secure the Note, the Borrowers has agreed to grant to the City a security interest in the Borrowers' assets identified in Exhibit "A" attached hereto and incorporated herein by this reference (the "Assets"), to secure the Borrowers' payment and performance of the Note.

NOW, THEREFORE, in order to consummate the intent of the parties as set forth in the foregoing recitals, the parties hereby agree as follows:

1. **Grant of Security Interest and Pledge of Collateral.** To secure payment of the Indebtedness (hereinafter defined) and all obligations of Borrowers to City under the Note, the Borrowers hereby pledges and grants to the City a security interest in the Assets only, together with all substitutions, replacements, products and proceeds therefrom (collectively referred to as the "Collateral").

2. **Indebtedness.** The security interest in the Collateral is given to secure the payment and performance of all obligations owed by Borrowers arising under the Note. The foregoing obligations shall be collectively referred to herein as the "Indebtedness."

3. **Cooperation.** The Borrowers will, from time to time, perform acts and execute documents reasonably requested by the City, including the executing, delivering or filing of financing statements, amendments, partial releases or releases of financing statements, and renewals and continuations thereof, in order to create, perfect, maintain and enforce a valid lien upon, pledge of, or security interest in the Collateral in the City's favor.

4. **Power of Attorney.** Upon the occurrence and continuation of an Event of Default, as defined herein, the Borrowers appoints the City as the Borrowers' true and lawful attorney in fact, irrevocably, with full power of substitution to do the following: (a) to demand, collect, receive, receipt for, sue and recover all sums of money or other property which may now or hereafter become due, owing or payable from the Collateral; (b) to execute, sign and endorse any and all assignments, claims, instruments, receipts, checks, drafts or warrants issued with respect to the Collateral; and (c) to settle or compromise any and all claims arising with respect to the Collateral,

and, in the place and stead of the Borrowers, to execute and deliver their release and settlement for any such claim. The City agrees not to exercise the City's rights under this power of attorney until such time as an Event of Default as defined herein has occurred.

5. Representations and Warranties. Borrowers represents and warrants:

(a) Debt. The Borrowers is justly indebted to the City for the obligations secured and has no set off or counterclaim with respect thereto.

(b) Possession and Ownership. The Collateral is or will be in Borrowers' possession (except for equipment or inventory provided to Borrowers' customers in the ordinary course of business) and Borrowers has or will acquire absolute title thereto and will defend the Collateral against the claims and demands of all persons other than the City, except for purchase money security interests and similar priority claims and except those parties to which the City has subordinated its interests. Borrowers has full right and power to grant the security interest herein to the City.

(c) Liens and Encumbrances. No financing statement covering the Collateral or other filing evidencing any lien or encumbrance on the Collateral is on file in any public office and there is no lien, security interest or encumbrance on the Collateral except for the security interest held by the City pursuant to this Agreement.

(d) Truth of Representations. All information, statements, representations, and warranties made by Borrowers herein and in or any other writing executed prior to or substantially contemporaneously herewith are true, accurate and complete in all material respects.

(e) Location. Borrowers has its chief executive office, principal place of business and place where it keeps its records concerning the Collateral at 307 N Main Street, Fremont, NE 68025.

(f) Authority. Borrowers has full authority to enter into this Agreement and in so doing is not violating any law, regulation, or agreement with third parties. This Agreement has been duly and validly authorized by all necessary corporate action, if any.

6. Covenants. Borrowers covenants and agrees:

(a) Liens and Encumbrances. Borrowers shall keep the Collateral free and clear of liens, encumbrances, security interests, and other claims of third parties that would have priority over the security interest granted in this Agreement and will, at Borrowers' expense, defend the Collateral against the claims and demands of all third parties. Borrowers shall promptly pay and discharge any indebtedness owing to any third party who, by reason of said indebtedness, could obtain or become entitled to a lien or encumbrance on the Collateral that would have priority over the security interest granted in this Agreement, other than such indebtedness being contested in good faith and with respect to which adequate reserves have been established.

(b) Protection of Value. Borrowers shall use the utmost care and diligence to protect and preserve the Collateral, and shall not commit nor suffer any waste to occur with respect to the Collateral. In pursuance of the foregoing, Borrowers shall maintain the

Collateral in good condition and repair and shall take such steps as are necessary to prevent any impairment of the value of the Collateral.

(c) **Taxes.** Borrowers shall promptly pay and discharge any and all taxes, levies and other impositions made upon the Collateral which may give rise to liens upon the Collateral if unpaid or which are imposed upon the creation, perfection or continuance of the security interest provided for herein, other than taxes being contested in good faith and with respect to which adequate reserves have been established.

(d) **Insurance.** All risk of loss of, damage to or destruction of the Collateral shall at all times be on Borrowers. Borrowers shall procure and maintain, at its own expense, insurance covering the Collateral against all risks under policies for the duration of this Agreement (except for equipment provided to Borrowers' customers in the ordinary course of business) and shall list the City as loss payee.

(e) **Other Documents.** Borrowers shall execute such further documents as may be requested by the City to obtain and perfect a security interest in the Collateral, including without limitation, Uniform Commercial Code Financing Statements and amendments thereto. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Borrowers shall have the same force and effect as the original for all purposes of a financing statement.

7. **Affirmative Representations, Warranties and Covenants.** The Borrowers represents, covenants, and warrants that (a) the Borrowers is the owner of the Collateral; and (b) the person executing this Security Agreement is duly authorized and empowered to execute this Security Agreement on the Borrowers' behalf.

8. **Events of Default.** The Borrowers shall be in default under this Security Agreement upon the occurrence of any of the following events or conditions (each of the following constituting an "Event of Default"): (a) failure by the Borrowers to timely pay any Indebtedness to the City including when due; (b) breach, default, termination, or failure to perform by the Borrowers of any material obligation, covenant, warranty, agreement, or promise to the City under this Agreement; (c) this Agreement or the Note ceases to be in full force and effect or is in any manner deemed unenforceable, including the failure of such documents to create or maintain a valid security interest in favor of the City in the Collateral; (d) the commencement of any suit, foreclosure or forfeiture proceeding against the Borrowers, entry of any judgment, restraining order, or injunction against the Borrowers, or the instigation of any action to enforce any such judgment, restraining order or injunction, which materially and adversely effects the Borrowers' operations or ability to repay the Indebtedness or perform the Borrowers' obligations under this Agreement; or (e) dissolution, termination of existence, or insolvency of the Borrowers. Insolvency means the Borrowers' inability to generally pay the Borrowers' debts in the ordinary course of business as they become due or that the Borrowers' liabilities exceed its assets.

9. **Rights and Remedies of Secured Party.** The City shall have all of the rights and remedies provided at law and in equity and in the Uniform Commercial Code and in addition thereto and without limitation thereon shall have the following rights which may be exercised singularly or concurrently:

(a) **Inspection.** The City may at any time, with or without notice, enter upon Borrowers' premises or any other place where the Collateral is located to inspect and examine the same and, if Borrowers is in default, to take possession thereof.

(b) **Performance by the City.** If the Borrowers fails to perform any of its obligations hereunder, the City may, at its sole discretion, pay or perform such obligations for Borrowers' account and may add any cost or expense thereof to the obligations secured hereby.

(c) **Acceleration.** Upon failure of the Borrowers to cure any default within the applicable cure period, the City may, without demand or notice to the Borrowers, accelerate all of the obligations secured hereby and proceed to enforce payment of the same with or without first resorting against the Collateral.

(d) **Proceed Against Collateral.** Upon default not cured within the applicable cure period, the City may: (i) require Borrowers to make the Collateral available to the City at a place to be designated by the City; and (ii) take possession of the Collateral, proceeding without judicial process or by judicial process and sell, retain or otherwise dispose of the Collateral in full or partial satisfaction of the obligations secured hereby.

(e) **Deficiency.** Upon default, and after any disposition of the Collateral, the City may sue the Borrowers for any deficiency remaining.

10. **Remedies Upon Default/Transfer of Additional Units.** Upon the occurrence of any Event of Default by the Borrowers, the City shall be entitled to have and enforce all the rights and remedies available under this Agreement, by statute, contract, at law and/or in equity, including but not limited to the right to declare all Indebtedness owed to the City immediately due and payable.

11. **Amendments.** No modifications or amendments of this Agreement will be effective unless made in writing and signed by the City and the Borrowers.

12. **Interpretation; Governing Law; etc.** The invalidity or unenforceability of any provision in the Agreement shall not affect the validity or enforceability of any other provision in this Agreement, and any invalid or unenforceable provision shall be modified so as to be enforced to the maximum extent of its validity and enforceability. This Agreement, and any issue, claim or proceeding arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws (other than the conflict of laws rules) of the State of Nebraska.

13. **Review of Counsel; Construction.** Each party hereto acknowledges that it and its counsel have received, reviewed and been involved in the drafting of this Agreement and the agreements referenced herein to be executed at closing and that normal rules of construction, to the effect that ambiguities are to be resolved against the drafting party, shall not apply. This Agreement represents the mutual agreement of the parties hereto and shall not be construed more strongly against or in favor of either party.

14. **Counterparts.** This Security Agreement may be signed in any number of counterparts, and signature to any one counterpart shall be deemed signature to all counterparts, which when taken together shall constitute one agreement.

EXECUTED EFFECTIVE as of the date first above written.

Todd Hoppe

By: _____

Its: _____

Tricia Dorfmeier

By: _____

Its: _____

City of Fremont, Nebraska

By: _____

Dev Sookram

Its: Mayor

EXHIBIT "A"

- (a) All of the Borrowers's tangible and intangible operating business assets, properties, leases, rights and interests pertaining to the business, including, but not limited to, all furniture, fixtures, appliances, equipment, inventory, motor vehicles (including vehicles covered by certificate of title), supplies, trade names, trademarks, service marks, goodwill, unemployment compensation accounts, business records, and lists now owned or hereafter acquired by the Borrowers and wherever located;
- (b) All rights to receive the payment of money, including, but not limited to, accounts receivable, contract rights, chattel paper, instruments, investment properties, cash proceeds, commercial tort claims, deposit accounts, encumbrances, letter of credit rights, letters of credit, documents, leases, and money now or hereafter in existence and all proceeds thereof;
- (c) All rights to receive profits or surplus of, or other distributions (including income, return of capital and liquidating distributions) from, any corporation, partnership, joint venture or limited liability company; and
- (d) All computer software, designs, models, know-how, trade secrets, rights in proprietary information, formulas, customer lists, backlog, orders, subscriptions, royalties, catalogues, sales material, documents, good will, inventions, processes, and all other general intangibles.

RESOLUTION NO. 2026-017

A Resolution of the City Council of the City of Fremont, Nebraska, approving funding awards for Downtown Revitalization Community Development Block Grant #23-DTR-007 in the amount of \$35,115.

WHEREAS, the Design Review Committee met January 6, 2026 to review the submitted Façade and Building Improvement Program application; and

WHEREAS, the Design Review Committee recommends the following award. The amount listed is the maximum award for this project and requires a 25% project match.

Applicant	Project Address	Request	Project Estimate
Hoppe and Dorfmeier	307 N Main Street	\$35,115	\$46,820

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Fremont, Nebraska approve the proposed Downtown Revitalization Community Development Block Grant award totaling \$35,115, to be paid on a reimbursement basis, and authorize the Mayor to sign the loan documents.

PASSED AND APPROVED THIS 13th DAY OF JANUARY, 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Angie Olson, Executive Assistant
DATE: January 13, 2026
SUBJECT: Mainstreet of Fremont Service Agreement

Recommendation: Approve Resolution 2026-018 authorizing the Mayor to sign the 2026 and 2027 Services Agreement with MainStreet of Fremont in the amount of \$10,000 per year

Background: Mainstreet of Fremont (Mainstreet) is a partner organization that promotes downtown development. MainStreet's services include business communications, Fremont Creative District support, downtown beautification projects and community events. The City has contracted services with Mainstreet for several years.

The current Service Agreement with MainStreet of Fremont expired January 9, 2026. A Service Agreement for 2026 and 2027 is attached for City Council's consideration.

Fiscal Impact: \$10,000 each year, billed quarterly, budgeted expense for two years.

SERVICE AGREEMENT

This Service Agreement (the “Contract”) is entered into by and between the City of Fremont, Nebraska (hereinafter “City”) and MainStreet of Fremont, Inc. a Nebraska non-profit corporation (hereinafter “Company”), on this 13th day of January, 2026.

1. PARTIES:

The City of Fremont, Dodge County, Nebraska, having its principal offices at 400 East Military Avenue, Fremont, Nebraska 68025.

MainStreet of Fremont, Inc., a Nebraska non-profit corporation having its principal offices at 152 E 6th Street, Suite 104, Fremont, NE 68025.

Any notices required to be given by the Contract shall be delivered by United States Mail to the parties at the above addresses unless a different address is directed in writing by the parties.

2. SUMMARY OF AGREEMENT

Company is a Nebraska non-profit corporation governed by a Board of Directors and managed by an Executive Director. The Parties hereby agree and stipulate that Company will provide services to the City as an independent contractor, and not as an employee, assignee, official, or agent of the City. Company agrees to provide services to the City as defined herein and the City agrees to pay for such services as set forth herein.

3. STRUCTURE AND AUTHORITY OF MAINSTREET OF FREMONT

At all times relevant to this Agreement, Company will continue existence as a Nebraska non-profit corporation with IRS 501c(3) status. Company will be governed by a Board of Directors. Neither the Board, the Board Members, nor any volunteer or employee of Company shall be considered employees or officials to the City when acting on behalf of Company. Board Members, volunteers or employees of Company shall not receive any salary or benefits from the City for services performed on behalf of Company. Neither Company, its Board of Directors, officers, volunteers nor employees, while acting for Company, shall have any authority to represent or obligate the City in any matter, contract or transaction of any kind. The City shall bear no responsibility for the solicitation, management or control of Company funds.

In addition to such obligations and duties as may be required in the Articles of Incorporation and Bylaws of Company, the Company Executive Director and/or Board of Directors shall, at the first City Council meeting in December of each year, report on the services performed by Company in an annual report to the City Council together with any further information requested by the City Council.

4. SERVICES TO BE PERFORMED

Downtown Business Communication

- In partnership with the City of Fremont, Company will communicate with all members, downtown businesses, and building owners regarding all collaborative opportunities, project updates, street closures, events and activities, etc., in a timely manner.
- Company will effectively promote and support ongoing improvement projects, grant opportunities and historic preservation in the downtown area.
- Company agrees the City of Fremont will share a link to Company's calendar of events on the Fremont Creative District webpage.

Educational Opportunities, Grant Opportunities and Assistance

- Through cooperative partnerships, Company will offer programs and business development opportunities to organizations.
- Company will participate as a member on the Creative Council. The Creative Council is responsible for implementing the Fremont Creative District strategic plan and maintaining certification as a Nebraska Creative District.
- Company will assist the City with current and future downtown revitalization projects, including, but not limited to, grant programs.

Beautification of Downtown District

- Company will promote downtown beautification by managing hanging baskets, including investigating funding sources.
- Company will continue to assist with the purchase of trash receptacles, benches, and banners for the downtown district, as necessary, when funds are available to create a unified look to the district.
- Company, in partnership with Keep Fremont Beautiful, will organize and manage the annual downtown clean-up program focusing on litter removal, cigarette stations mounted on City poles, and beautification.

Event Organization, Coordination, and Development

- Company will effectively create and promote unique events while marketing the Historic Downtown District, therefore benefitting local economic development.
- Company shall continue to host a minimum of five (5) events annually as determined by the MainStreet of Fremont Board of Directors. Events hosted in 2025 included:
 - Christmas Walk
 - Hispanic Festival
 - Halloween Hysteria
 - Concert in the Park Summer Series
 - Spring and Fall Gallery Walk
 - Crazy Days / Chalk Art Festival

Company also agrees to:

- Acknowledge City of Fremont as a MainStreet of Fremont sponsor.
- Present event requests at City Council meetings including, but not limited to, closures / use of city property.
- Contact City staff to coordinate event equipment needs a minimum of two (2) weeks prior to events.
- Maintain membership with the Nebraska MainStreet Network.

- Remain a designated Main Street America network member and strive to hold accreditation.

5. COMPENSATION

In return for the services to be performed by Company, the City will compensate Company as follows;

Upon the execution of this Contract, and each year thereafter that this Contract remains in effect, the City will pay ten thousand dollars (\$10,000) to Company. Payments will be made in quarterly installments of \$2,500.

6. LIABILITY AND INSURANCE

Company will purchase and maintain a policy of liability insurance acceptable to the City which policy will protect Company and the City from claims and damages arising from Company work performed pursuant to this Contract. The City shall be named as an additional insured in said policy. Company shall further indemnify and hold the City harmless from and against any claim, loss, damage or injury of any kind arising in any way from Company's performance the terms of this Contract. Nothing in this Contract shall require Company to indemnify the City against the willful or grossly negligent misconduct of City Officials or employees acting in their official capacities.

7. MODIFICATION AND ASSIGNMENT

This Contract may be modified in writing only and any such modification shall require the mutual agreement of the parties hereto. This Agreement may not be assigned without the express, written consent of both Parties hereto.

8. TERMINATION AND TERM

Either party may terminate this Contract with or without cause upon ninety (90) days written notice. Unless terminated by either party, this Contract shall have a term of two years, beginning January 13, 2026 and continuing to January 12, 2028.

9. SEVERABILITY AND BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns. If any provision of this Agreement is adjudged by a court, arbitration panel, or other body holding jurisdiction, to be void an unenforceable, the same shall not affect any other provision hereof or the validity or enforceability of the remainder of this Agreement.

10. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart thereof.

11. E-VERIFY

Company, if not already registered, shall register with and use a Federal Immigration Verification System to determine the work eligibility status of newly hired employees physically performing services within the State of Nebraska. Every contract between Company and a subcontractor shall, as applicable, contain a provision requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of newly hired employees physically performing services within the State of Nebraska.

12. EQUAL EMPLOYMENT AND NON-DISCRIMINATION

Company shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal, state, or local law, and further shall not discriminate against any employee or applicant for employment on the basis of race, religion, disability, or any other status protected by law.

Dated this 13th day of January 2026.

City of Fremont, Nebraska

MainStreet of Fremont

RESOLUTION NO. 2026-018

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the Mayor to sign a two-year Service Agreement with MainStreet of Fremont in the amount of \$10,000 per year.

WHEREAS, Mainstreet of Fremont is a partner organization of the City that promotes downtown development; and,

WHEREAS, The current Service Agreement with MainStreet of Fremont expired January 9, 2026.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Fremont, Nebraska authorize the Mayor to sign a two-year Service Agreement with MainStreet of Fremont in the amount of \$20,000 (\$10,000 per year).

PASSED AND APPROVED THIS 13th DAY OF JANUARY, 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Cari Hoffart, Street Superintendent
DATE: January 13, 2026
SUBJECT: Ordinance 5731 amending snow routes in Chapter 5 of the Fremont Municipal Code

Recommendation: Approve Ordinance 5731 amending Chapter 5 of the Fremont Municipal Code as it relates to emergency snow routes (First Reading – Request to Suspend Rules and move to Final Reading)

Background: Due to continued growth and development of the City, Staff have reviewed and recommend the following additions to our Snow Route list and map. This will help to further enable the Street Department and its contractors to navigate these areas and create a more comprehensive path for residents during snow events.

The following routes are covered by this proposed Ordinance:

- Dodge Street-Bell to Union
- Elk Ln-N Luther to Diers Pkwy
- Elkhorn Drive-Elk Ln to Diers Pkwy
- Airport Rd-Linden to 23rd
- Empire Ave-Marcella Rd to Broad St.
- Sunridge Ln-Military to Jack Sutton

The attached map details the current snow routes in red, and the proposed Snow Routes in purple.

This item was recommended by the Traffic Control Committee and was approved by the Utility and Infrastructure Board at their October 8, 2024 meeting by a vote of 4-0.

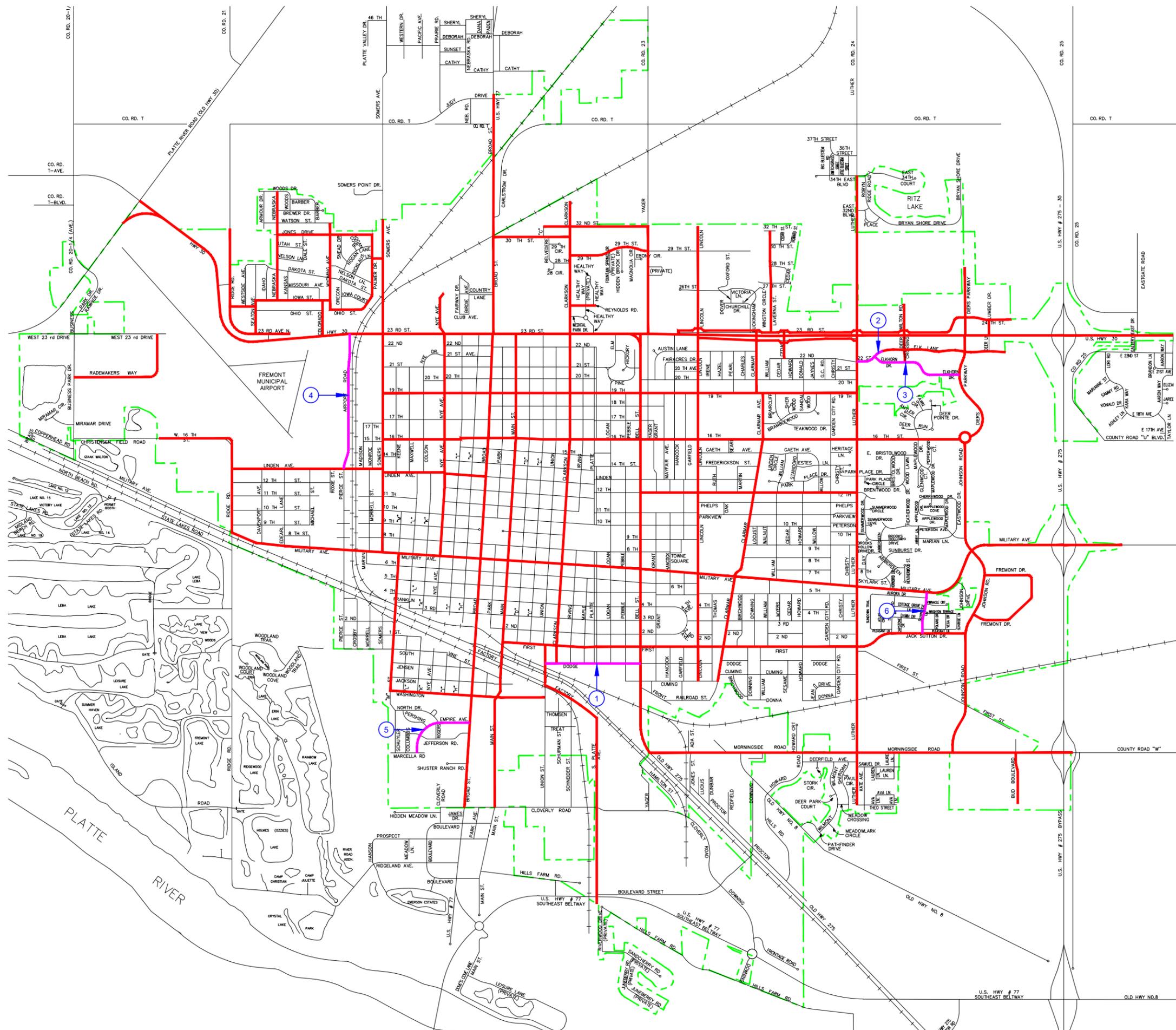
Fiscal Impact: None.

FREMONT, NEBRASKA SNOW EMERGENCY ROUTES 2025

LEGEND

- CITY LIMITS
- SNOW EMERGENCY ROUTE

- PROPOSED SNOW EMERGENCY ROUTE
- ① DODGE STREET - BELL STREET TO LINDEN AVENUE
- ② ELK LANE - NORTH LUTHER ROAD TO DIERS PARKWAY
- ③ ELKHORN DRIVE - ELK LANE TO DIERS PARKWAY
- ④ AIRPORT ROAD - LINDEN AVENUE TO 23RD STREET
- ⑤ EMPIRE AVENUE - MARCELLA ROAD TO BROAD STREET
- ⑥ SUNRIDGE LANE - MILITARY AVENUE TO JACK SUTTON



ORDINANCE NO. 5731

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING CHAPTER 5, SECTION 5-1001, OF THE FREMONT MUNICIPAL CODE OF THE CITY OF FREMONT, NEBRASKA; PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION I. AMENDING CITY OF FREMONT, NEBRASKA MUNICIPAL CODE CHAPTER 5, ARTICLE 10, SECTION 5-1001, AS FOLLOWS:

Sec. 5-1001. Snow emergency routes: designation.

The following described streets are hereby declared to be snow emergency routes in the City of Fremont, Nebraska. The Mayor shall, at his discretion, place appropriate signs or other traffic control devices indicating the existence of such snow emergency routes. A designation of any street, avenue, road or highway or portion thereof as a snow emergency route shall in no way affect any previous designation of that street, avenue, road or highway for any other purposes. The snow emergency routes are as follows:

- (1) Broad Street - Cloverly Road to North City Limits
- (2) Bell Street - South City Limits to 23rd Street
- (3) 23rd Street - West Highway 30 Bypass to East City Limits
- (4) Military Avenue - Ridge Road to East City Limits
- (5) Somers Avenue - Military Avenue to North City Limits
- (6) Nye Avenue - Military Avenue to North City Limits
- (7) Main Street - Washington Street to 23rd Street
- (8) Clarkson Street - 1st Street to North City Limits
- (9) 30th Street - Clarkson Street to Broad Street
- (10) Lincoln Avenue - Cuming Street to North City Limits
- (11) Clarmar Avenue - Cuming Street to 23rd Street
- (12) 1st Street - Main Street to Luther Road
- (13) 16th Street - Somers Avenue to Johnson Road
- (14) Diers Parkway - 16th Street to 23rd Street
- (15) Johnson Road - Morningside Road to 16th Street
- (16) Fremont Drive
- (17) 19th Street - Somers Avenue to Luther Road

- (18) Linden Avenue - Broad Street to Ridge Road
- (19) Ridge Road - Military Avenue to 16th Street
- (20) 16th Street - Ridge Road to West City Limits
- (21) Rademakers Way - County Road 20th Avenue to West 23rd Street
- (22) Colorado Avenue - 23rd Street to Iowa Street
- (23) "M" Street - Washington Street to Military Avenue
- (24) Iowa Street - Wyoming Avenue to Seaton Avenue
- (25) Seaton Avenue - 23rd Avenue North to Iowa Street
- (26) Ridge Road - Seaton Avenue to North City Limits
- (27) Nebraska Avenue - Iowa Street to Woods Drive
- (28) Wyoming Avenue - Ohio Street to Watson Street
- (29) Ohio Street - Wyoming Avenue to Palmer Drive
- (30) Palmer Drive - Ohio Street to Jones Drive
- (31) Nicklaus Way - Somers Avenue to Palmer Drive
- (32) Jones Drive - Palmer Drive to Nebraska Avenue
- (33) Cedar Street - 22nd Street to 23rd Street
- (34) Milton Road - 23rd Street to North City Limits
- (35) 23rd Avenue North - Hancock Street to East City Limits
- (36) 23rd Avenue South - Lincoln Avenue to Luther Road
- (37) Laverna Street - 23rd Street to North City Limits
- (38) Washington Street - "M" Street to Union Street
- (39) Luther Road - South City Limits to North City Limits
- (40) 12th Street - Luther Road to Bell Street
- (41) Union Street - 1st Street to Factory Street
- (42) Factory Street - Union Street to Platte Street
- (43) Platte Street - Factory Street to South City Limits
- (44) Morningside Road - West City Limits to East City Limits
- (45) Clarkson Street - Dodge to 1st Street
- (46) Main Street - Washington to Cloverly Road
- (47) Ohio Street - Seaton Avenue to Ridge Road
- (48) 32nd Street - C to Yager Road
- (49) 29th Street - Clarkson to Yager Road
- (50) Reynolds Road - Clarkson to 860 East 23rd

- (51) Yager Road - 23rd to north city limits
- (52) Diers Parkway - 23rd to north city limits
- (53) Lumber Drive - 23rd to 24th Street
- (54) Deer Crossing
- (55) Elk Lane
- (56) Bud Boulevard - Morningside to south city limits
- (57) Jack Sutton Drive - Luther Road to Johnson Road
- (58) Dodge Street – Bell Street to Union Street
- (59) Elk Lane – North Luther to Diers Parkway
- (60) Elkhorn Drive – Elk Lane to Diers Parkway
- (61) Airport Road – Linden Street to 23rd Street
- (62) Empire Avenue – Marcella Road to Broad Street
- (63) Sunridge Lane – Military Avenue to Jack Sutton Drive

(Ord. No. 3166, 7-27-82; Ord. No. 3227, 12-13-83; Ord. No. 3284, 1-9-85; Ord. No. 3340, 1-14-86; Ord. No. 3478, 11-8-88; Ord. No. 3509, 10-31-89; Ord. No. 5035, 11-8-05; Ord. No. 5390, 12-27-16)

SECTION II. REPEAL OF CONFLICTING ORDINANCES AND SEVERABILITY. That any other ordinances or parts of ordinances in conflict herewith are hereby repealed. Any part or parts of this ordinance shall be severable and remain in full force and effect.

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 and distributed as a City Ordinance.

PASSED AND APPROVED THIS 13th DAY OF JANUARY, 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Angie Olson, Plan Administrator

DATE: January 13, 2026

SUBJECT: Local Option Economic Development Fund Application for Structural Component Systems, Inc.

Recommendation: Consider Resolution 2026-006 approving application from Structural Component Systems, Inc. for a Local Option Economic Development Fund loan in the amount of \$597,500

Background: The City of Fremont has a Local Option Economic Development (LB840) Plan (the Plan) and loan fund for the purposes of creating new jobs, retaining existing jobs, expanding the labor market, attracting new capital investment, broadening the tax base, and providing economic diversification to ensure economic stability and vitality for the City of Fremont and surrounding areas.

Applications are submitted to the plan administrator (City of Fremont) for review. Once the plan administrator has reviewed and determined the application is eligible for LB840 funds, the application is reviewed by the Citizens Advisory Review Committee (CARC) and the Local Option Review Team (LORT).

The CARC reviews the application from the standpoint of compliance with the Plan. The LORT reviews the application from the standpoint of project feasibility and the potential future economic benefit to the community of Fremont. Both committees make recommendations to the City Council. The City Council will then consider the overall benefits to the community and will have final authority on approval of the application.

Business Summary

Structural Component Systems, Inc. (SCS), founded by Ed and Diana Christoffersen in 1987, specializes in lumber and truss manufacturing. The company has expanded its Fremont campus to over 40 acres and now operates additional locations in Omaha, Lincoln, and Grimes, Iowa. From 25 employees at its inception, SCS has grown to over 550 employees, making it one of Fremont's largest employers. In 2020, SCS transitioned to an Employee Stock Ownership Plan (ESOP), becoming 100% employee-owned by 2024.

Project Summary

SCS plans to build a new maintenance bay at their Fremont location, purchase a tire machine and welder, three Moffett trailers, and five Moffett forklifts. This will give SCS the ability to repair their trucks and trailers on-site, hire additional employees, and potentially increase stock prices for their employees.

Timeline

The building/bay design is underway, with construction planned for March to October 2026. In January, SCS plans to begin hiring and training maintenance staff in preparation for the addition. They are also looking to purchase Moffett forklifts soon to avoid tariffs and plan to buy trailers in mid to late 2026.

SCS has committed to retaining five hundred fifty-two (552) full-time equivalent positions (FTE) and creating ten (10). The company's average salary is \$28.86/hour, just over 106% of the 2024 fourth quarter Dodge County Average Hourly Wage. The company offers the following benefits to employees: health, dental, life insurance, 401(k), paid vacation, paid sick leave, six paid holidays, and an Employee Stock Ownership Plan.

The estimated cost for construction and acquisition of equipment is \$1,195,000. The company is requesting \$597,500 from the LB840 fund.

SCS is an eligible business under Fremont's Local Option Economic Development Plan as their principal source of income is derived from the processing, storage, transport or sale of goods or commodities which are sold or traded in interstate commerce.

Based on wages, job creation, capital investment and local sales tax, Staff recommend an award of \$597,500 eligible for forgiveness based on the performance measures below:

- Construction of maintenance bay at Fremont shipping facility
- Retain 552 full-time equivalent jobs for five years, and
- Create ten (10) new, full-time equivalent jobs
- Maintain an average minimum hourly rate of \$28.86 per hour
- If an award is approved, funds will be disbursed upon proof of 100% substantial completion of construction.
- Any award or fund disbursement is contingent upon satisfying all outstanding permit and inspection requirements.

The Citizens Advisory Review Committee determined SCS's application to be an eligible business and eligible project under Fremont's Local Option Economic Development Plan at the December 2, 2025 meeting.

The Local Option Review Team approved the recommendation with an award amount of \$597,500 by a 5-0 vote at the December 2, 2025 meeting.

The fund balance as of December 31, 2025, is just over \$3,100,000 and generates between \$80,000-\$100,000 monthly.

Fiscal Impact: Local Option Economic Development Fund - \$597,500 performance-based award.

City of Fremont Local Option Economic Development Loan Fund Application

(This application is an Official Public Document and, once submitted, is a public record)

Business Applicant Information

Business Contact Information Name of Business: Structural Component Systems, Inc. Address: 1255 Front St. City, State & Zip: Fremont, NE 68025 Federal Tax ID # 47-0708093	Representative Contact Information Name: Brent Heintzelman Title: Controller Email: bheintzelman@scstruss.co Phone: 402-753-9749
Business Type (mark one) <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other	Does the Company have a Parent or Subsidiaries? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, identify name:
Business Status <input type="checkbox"/> Start-up (0-5 years old) <input type="checkbox"/> Buyout <input checked="" type="checkbox"/> Existing If existing, how many years in business?	Business Clarification (mark one) <input checked="" type="checkbox"/> Manufacturing <input type="checkbox"/> Warehousing & Distribution <input type="checkbox"/> Service <input type="checkbox"/> Research & Development <input type="checkbox"/> Administrative Management HQ
Eligibility	
Principal Source of Income from (check one): <input checked="" type="checkbox"/> Manufacturing <input type="checkbox"/> Research & development <input type="checkbox"/> Processing, storage, transport or sale of goods or commodities in interstate commerce <input type="checkbox"/> Sale of Services in interstate commerce <input type="checkbox"/> Headquarters facilities relating to eligible activities	<input type="checkbox"/> Telecommunications activities <input type="checkbox"/> Tourism-related activities (including film) <input type="checkbox"/> Construction and rehabilitation of housing <input type="checkbox"/> Early childhood care and education programs <input type="checkbox"/> Retail trade

Brief Business Summary/History:

At SCS, we specialize in lumber and truss manufacturing, building durable relationships with builders and contractors to foster a cooperative, professional environment. Ed Christoffersen and his wife Diana of Fremont founded SCS in 1987, and through his leadership as CEO created one of the leading manufacturers of wood components in the Midwest. Since inception, the company has grown its Fremont campus to over 40 acres, and added office locations in Fremont, Omaha, and Lincoln. In addition, SCS has office and warehouse locations in Grimes, IA. We moved into our current location on Front Street in the early 1990s and the warehouse on East Dodge in 2015. In 2019, SCS expanded to add their shipping facility on Morningside Road. SCS grew from 25 employees back in 1987 to over 550 employees today, making the company one of Fremont's largest employers. In 2020, SCS became employee-owned through the creation of an Employee Stock Ownership Plan (ESOP) and in 2024, became 100% employee-owned.

Ownership Identification:

List all officers, directors, partners, owners, co-owners and all stakeholders with 20% or more of the stock.

Name	Title	% Ownership
Structural Component Systems, Inc. ESOP		100%

Project Information

	Applicant Investment	Financial Need
Land Acquisition		
Building Acquisition		
Renovation		
New Facility Construction	\$495,000	\$247,500
Acquisition of Machinery/Equipment	\$700,000	\$350,000
Acquisition of Furniture/Fixtures		
Working Capital (includes inventory)		
Other (specify)		
TOTAL:	\$1,195,000	\$597,500
PROJECT TOTAL:	\$1,195,000	

Project Location:

- Within the City Limits (Fremont)
- Outside of City Limits but within the Zoning Jurisdiction of Fremont
- Unincorporated Area (Dodge County)

Project Summary:

SCS plans to build a new maintenance bay at our shipping facility in Fremont. We will buy a tire machine and a welder. This will allow us to fix more of our trucks and trailers at our Fremont location instead of using others to fix our equipment. We will buy 3 Moffett Trailers and 5 Moffett forklifts so we can ship more and better serve our customers. We will be able to hire more employees in Fremont and save the company money, resulting in a higher stock price for our employees.

Project Timeline (including any part of the project underway):

The building design has already started. We plan to start construction in March 2026 with completion in October 2026. In January we are going to start looking for additional maintenance people to hire to get them trained so we have the personnel ready to work once the addition is complete. We are looking into buying the Moffett forklifts now, before there are additional tariffs. We are planning on buying the trailers mid to late 2026.

Employment Summary:

Full-time equivalent (FTE) is based on 2,080 hours per year. An attached summary of positions/titles/details is optional but preferred.

Current # of FTE positions: 552 FTE created by project: 10	Will FTE positions be lost without loan approval? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, how many would approval retain?
Please describe all benefits provided to employees: <div style="border: 1px solid black; padding: 5px;"> Health, dental, life insurance, 401(k), paid vacation, paid sick leave, six paid holidays, and an ESOP. </div>	What is the average wage for employees? \$28.86 What is the average wage for positions created? \$30

Summary of Project Impact on the Applicant and Community:

The project will allow us to service our trucks and trailers at our own shop. This will allow fewer breakdowns, lower repair costs, and we will be able get our equipment fixed quicker, resulting in less down time. This will make it so repair costs will stay in the community instead of being spent elsewhere. We will hire mechanics to fix our equipment. We will be able to hire more drivers because we will have less truck and trailer down time, waiting on others to fix our equipment. We will be able to increase our revenue and reduce our expenses, resulting in a higher stock price for our employees.



STRUCTURAL

COMPONENT SYSTEMS

*Excellence in Components.
Delivered on Time.*



Your Partner in Project Management:

- Commercial Guaranteed Packages
- SCS Project Manager Assigned to Each Project
- Focused on YOUR SCHEDULE
- Unmatched Production Capacity
- Frammer-Friendly
- On-time Delivery – When and Where You Need it

Why SCS?

Our sales team will take the time to learn about your business and really listen. SCS looks for ways we can eliminate the headaches that often accompany the framing portion of a large project. We realize that every client has different needs and deadlines. Consequently, we tailor our approach to each client in order to meet your unique project challenges. **Our goal is to not just meet your needs, but exceed your expectations in all phases of each project.**

"SCS has been a tremendous partner for Ryan Companies on two recent Grand Living Senior Housing projects totaling nearly 500,000 GSF. Their preplanning strategies, cost comparisons and cost savings solutions have been extremely impactful in driving value into the construction for these two projects. Their foresight into the lumber markets has also enabled us to purchase material at the correct time passing along cost savings directly to the owner. Their organization, time management, and willingness to solve any problem during construction has proven tremendously valuable. Great work SCS Team!"

T.J. Meyerholz
Sr Preconstruction Mgr
Ryan Companies

Commercial Guaranteed Packages

Our project pricing is guaranteed, meaning that we guarantee that the framer will have enough material to complete his work, as long as we agree on our scope, and the plans do not change.

In today's market with fluctuating construction costs, keeping the lumber package within budget can be a real challenge. We buy large amounts of material throughout the year, so SCS can effectively "lock in" your project pricing, and take positions on the material needed, keeping your costs in line with your budget. Please ask your salesperson for more details.

Sales Support & Dedicated Customer Service

At SCS, we understand that communication is key, and our sales support and dedicated customer service team serve as the vital link between our clients and our commitment to excellence.

The service you deserve to complete your project.

Our tailored proposals are designed with YOU in mind, reflecting your unique requirements and preferences. But our dedication doesn't end there. Our sales team remains connected throughout the process, ensuring that promises made are promises kept.

When urgency strikes, we're here to provide solutions. Whether it's a pressing issue on the site or a simple inquiry, we prioritize your needs and ensure swift resolutions.

We work closely with contracting and framing customers through **all phases** of the project to make each job a SUCCESS for everyone. We understand exactly what it takes to meet a demanding schedule. This understanding **allows us to provide exceptional service to meet the demands of quick turnaround projects.**

**At SCS, we have a clear vision:
Excellence in Components. Delivered on Time.**



www.scstruss.com

800.844.5622

sales@scstruss.com

Going Above and Beyond

Skilled Project Managers: The “Hub” of Communication

At SCS, we pride ourselves on going above and beyond for our clients. That’s why we’ve invested in a team of skilled and attentive project managers who we assign to each large commercial project. **These managers work closely with your project team and the framers onsite, providing material usage guides that clarify where each item will be used.** They communicate with the framers onsite to confirm when they are ready for product delivery to maximize material usage and minimize waste.



SCS project managers and design team help to identify conflicts between the architectural and structural plans to avoid any problems you may encounter before you start the construction process. Once your project is finalized, it is sent to our design team for truss and wall panel designs and then to building material coordinators that work with you to ensure nothing is missing and that all materials have been shipped. We also help resolve field issues quickly to keep your project on track.

Our project managers send out weekly delivery schedule updates to ensure that your project team, along with the framing contractor, is aware of what is coming, and when it will be there.

SCS Project Managers are here to ensure smooth, consistent communication, that timelines are understood, milestones are met and material is delivered correctly, and on time.



Submittals on Schedule

At SCS, we understand how important it is that we monitor submittal progress as it applies to the project schedule. **Our project manager serves as the hub of communication, keeping our design team on schedule, and communicating with your project team.** Our goal is to keep the submittal process moving forward, with a firm grasp on what is needed and when, in order to eliminate delays. We want everyone to be ready when the day comes that the framer needs to start their work.

“Structural Component Systems is, in my opinion, among the best in the industry. They tend to always see the job as a project instead of just a place to drop lumber. From the start, they take pride in the project at hand and kick off full force with helping the GC find the best way to execute whether it be with design, VE, or helping to drive a schedule. I believe that communication is the absolute key factor in making these jobs start and finish successfully, and what I can appreciate about SCS is that they actually do this, and do it well. Simply put, they are a company that does what they say they will do. SCS is a company that I can trust to partner with on any project I do and have the confidence to know that I made the right choice.”

*David Ullsperger, President/Owner
NBG Framing, LLC*



Design and Estimating Expertise

Everything here at SCS really boils down to providing a higher level of service and support to exceed our customers' expectations. This starts with helping you during the planning stages and ends with providing timely follow-up service. Our design staff, which boasts more than 750 extensive years of combined experience, gives us the expertise to handle the most challenging projects, from custom home designs to commercial structures. These experts make your project their top priority and work with you directly to ensure the project comes together accurately.

Because of this dedication, many of our clients will only trust their most difficult jobs to SCS.

We produce highly detailed layouts that go above and beyond just the design of the roof and floor systems. Framers and contractors alike rely on SCS to produce layouts that actually work in the field and streamline completion. We have the capability and dedication to meet the specific needs of today's high volume builders.

"The SCS staff understands the importance of pre-job planning, active communication, common-sense building design, and most importantly...coordinated delivery schedules ... everything they carry out is done with integrity, diligence, and a customer focus."

*Brandon Hoch, CEO
Wolf Construction Services*

Unmatched Production Capacity

At SCS, we have the largest single-location component manufacturing facility in our market area. We are determined to keep our customers' projects supplied, and to deliver product when the framer needs it.

We have over 500 employees that are dedicated to fulfilling the promises that we make to each customer.

Keeping our customers' projects on schedule is of utmost importance to all of us.



Residential

Ranging from unique, high-end custom homes to residential tract housing packages, we have the capability and dedication to meet specific needs of today's high-volume builders.



Multi-Family

We are one of the area's largest producers of components for multifamily projects. These projects range from multi-story apartment units, uniquely designed assisted living facilities and modern student housing structures to military-style housing and duplexes.



Commercial/Agricultural

Today's wood frame commercial projects are more complicated than ever. SCS has the expertise to handle these projects successfully. **We can produce and deliver extremely long span trusses** (over 100 feet in length) to design and manufacture a variety of agricultural buildings.

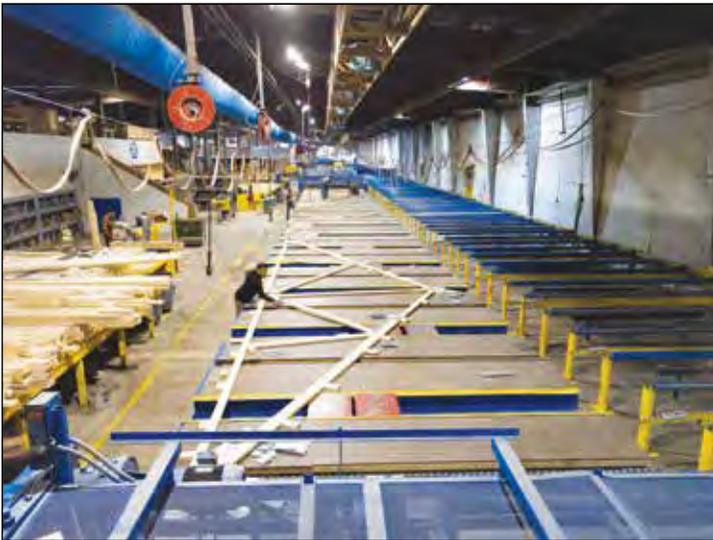


Small Enough to Care... Big Enough to Deliver

At SCS, we don't just meet industry standards; we set them. With a staggering weekly production capacity of over \$3 million, we're not just builders; we're pioneers in efficiency and scale.

Our company size enables us to be large enough to be competitive with pricing, yet small enough to be extremely personable with each customer's needs. From large-scale developments to intricate custom orders, our production capabilities ensure that every component is crafted to perfection and delivered on time, every time. With such impressive capacity, we're not just meeting demand; we're exceeding expectations.

Our efficient operations and ability to adapt our production lines to meet your specific needs enable us to handle projects of any size, with unparalleled precision and speed.



Excellence in Components. Delivered on Time.

SCS **STRUCTURAL**
COMPONENT SYSTEMS
www.scstruss.com

On-Time Delivery

One of the most important factors in today's construction industry is supplier reliability and on-time performance. Our employees pride themselves on customer satisfaction, making timely deliveries an essential part of our package of services. With a fleet of 30 semi-trucks and over 100 trailers, SCS is able to ensure efficient and timely flow of materials to the job site. In the bigger picture, we are both a supplier and partner, capable and dedicated to making our customers' projects a success.

Unlike other companies that pass your orders off to an uninvested third-party for delivery, **we have our own fleet of delivery vehicles operated by fully licensed drivers.** Every load that is delivered to your job site is photographed before the driver gets back in their truck. This photographic record is a useful tool that allows us to account for the quantity and placement of every delivery you receive.

When it comes to choosing a supplier, the answer is clear: SCS is your partner in building success. Unlike conveyor companies, we're not just another supplier. You can trust us to deliver quality, reliability, and personalized service.

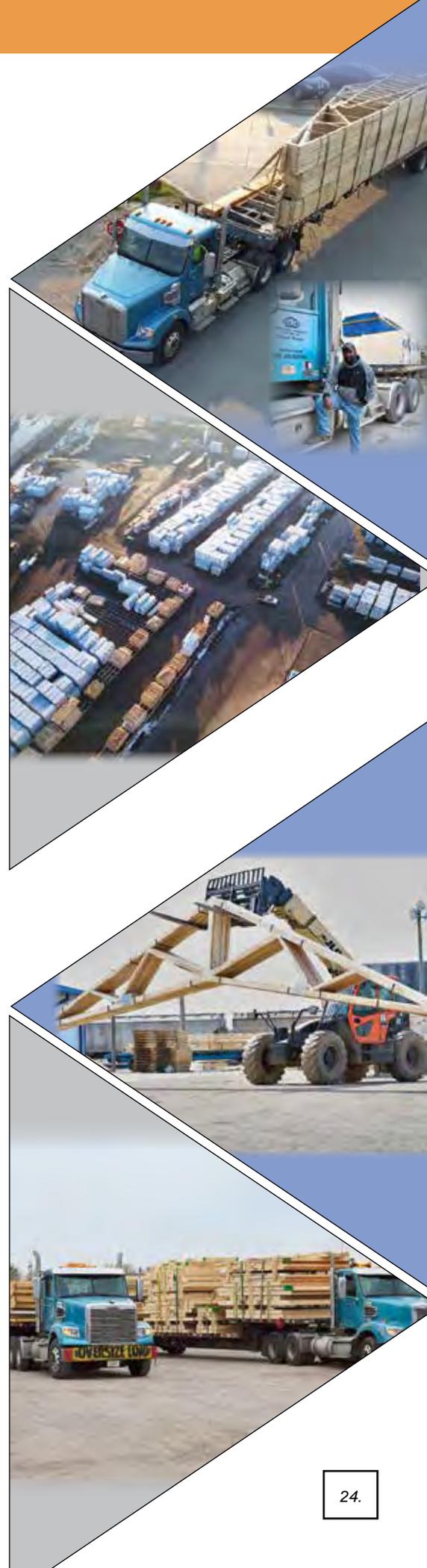
"Structural Components Systems has been a partner on numerous projects with Cheever Construction for over 20 years. There are 3 major aspects that make them our preferred partner on wood framed components. It starts with their staff. Whether we are asking for a feasibility budget, a technical question, or down to communication on deliveries, SCS is excellent in responsiveness to our needs and project challenges. Another major benefit in working with SCS is their quality. The products that SCS produce are accurate in their construction and the quality in the final product is noticeable. The final aspect of what sets SCS apart is their competitiveness. SCS has historically been very competitive in their pricing on everything they produce and supply. Ultimately this means that project budgets can be met and we are able to build more projects for our owners."

*Tim Donner
Cheever Construction*

Delivered Right Where You Need It

- Custom-built loads based on expected product use
- Specific on-site placement, so it's ready when your crew is ready
- Additional delivery support: truck-mounted forklifts, boom trucks, and box trucks

The SCS commitment to on-time delivery and scheduling ensures that our customers receive what they ordered exactly when they need it. We utilize computer controlled production equipment to **build accuracy, consistency, and quality** into each home that we produce.



Excellence in Components. Delivered on Time.



**100%
Employee
Owned**

Employee Ownership Makes a Difference

It's a proven fact: Employees who feel personally accountable for customer satisfaction work harder, care more and go above and beyond...because your success is our success.

SCS is a 100% employee-owned company. **With ownership comes accountability, innovation, and a relentless pursuit of excellence.** Our employee-owned structure – **with over 500 employees** – empowers our team to think creatively, solve problems proactively, and continuously strive for improvement. This translates to tangible benefits for you, our customer, as we work tirelessly to ensure that every project is executed with precision, integrity, and a steadfast commitment to your success.

LOCATIONS:

FREMONT, NE
Corporate Office
255 Front St.
Fremont, NE 68025
(402) 721-5622
(800) 844-5622

OMAHA, NE
17007 Marcy Street
Suite #1
Omaha, NE 68118
(402) 398-8017

LINCOLN, NE
1650 S. 70th St.
Suite #202
Lincoln, NE 68506
(402) 488-7332
(877) 800-5257

GRIMES, IA
2400 SE Enterprise Dr.
Suite 110
Grimes, IA 50111
(515) 252-0302
(800) 261-2377



We are committed to:

- **Customer Satisfaction**
- **Accuracy in Design**
- **Superior Quality Products**
- **Timely Delivery**

www.scstruss.com

800.844.5622
sales@scstruss.com

Structural Components Economic Impact Analysis



December 1, 2025

1. Project Overview

The goal of this report is to provide the economic impact of the growth in operations of Structural Components in Dodge County.

2. Model & Assumptions

- Model
 - IMPLAN Trade/Flow
- Regions
 - Dodge County
- Multiplier
 - Type I and SAM multiplier types
- Industry Category
 - Engineered Wood Member and Truss Manufacturing
- Total Job Growth Since 2015
 - New Jobs: 314
- Average Income
 - \$78,638 (\$29/hour + benefits)

3. Summary

- The economic activity generated by the additional 314 jobs in the area **adds \$360.1 million to the local economy** each year.
 - Includes activity directly related to the company's operations and associated "spillover" activity.
- The 314 new jobs at the project help support an **additional 368 workers** in the community.
 - Additional workers include real estate, retail, restaurants, accountants, etc.
- The local economy sees a **boost to earnings of \$69.0 million** for jobs directly related to the expanded operations of the project, additional business-to-business spending, and additional household spending.

City of Fremont LB840- Local Option Economic Development Fund

Eligibility Guidelines

	Tier One	Tier Two	Tier Three	Tier Four	Tier Five	Tier Six
Wages*	120% (or greater) of Dodge County Average Hourly Wage					
Job Creation	1 to 5	6 to 25	26 to 50	51 to 100	101 to 500	501 and up
Capital Investment**	\$50,000 and up		\$1 million and up		Over \$10 million	
Sales Tax	Gross sales of \$50,000 to \$499,999		Gross sales of \$500,000 to \$999,999		Gross sales over \$1 million	
	<i>Project must meet at least two of the four criteria to be eligible for that tier. For each criteria met, 25% of the loan will be considered for forgiveness.</i>					

Program Features

	Tier One	Tier Two	Tier Three	Tier Four	Tier Five	Tier Six
Interest Rate	0 to 6 % (as needed, the City may adjust the lending rate based on changes to the Effective Federal Fund Rate)					
Assistance Caps	Up to 25% of annual payroll of new jobs or \$50,000, whichever is least	Up to 25% of annual payroll of new jobs or \$200,000, whichever is least	Up to 20% of annual payroll of new jobs or \$350,000, whichever is least	Up to 20% of annual payroll of new jobs or \$500,000, whichever is least	Up to 15% of annual payroll of new jobs or \$750,000, whichever is least	Up to 15% of annual payroll of new jobs or \$1,000,000, whichever is least
Forgiveness	Additional portions of loan forgiveness may be considered in certain circumstances where the job creation requirement has been met and the applicant has demonstrated significant benefit to the community.					
	<i>Recommendations of contract terms will be made by City staff based on application information, credit analysis, and available funds.</i>					

Additional Items

*Positions must receive health insurance and other benefits. The Dodge County "annual average weekly wage" is found here: http://data.bls.gov/cew/apps/data_views/data_views.htm#tab=Tables (NAICS Industries by Geography, All Industry Levels, One Area, Dodge County, Nebraska, Prior Year/Quarter Annual Averages, All Establishment Sizes; Source: Quarterly Census of Employment and Wages – Bureau of Labor Statistics) and divided by 40 hours to determine hourly wage.)

**Participation in other local programs like tax increment financing or Economic Enhancement Fund will be taken into consideration.

(a) "Employment Certificate" shall mean a certification for the defined period containing the sworn statement of a duly authorized representative of Company specifically setting forth compliance with the FTE's and Minimum Hourly Rate terms of this Agreement. The Employment Certificate shall contain the following information and adhere to the following terms: (i) the total number of hours which FTE's worked and received compensation at Company's facilities in Fremont; and (ii) the average hourly rate for all FTE's which shall meet or exceed the Minimum Hourly Rate. Company agrees that upon receipt of written notice pursuant to the terms of this Agreement, Company shall allow the City Administrator or her designee to personally inspect Company's employment records as confirmation of the statements contained in the Employment Certificate.

(b) "Full-Time Equivalents" or "FTE's" shall mean persons hired by Company as part of operations in Fremont as detailed in the recitals to this Agreement. The total number of FTE's shall be determined by dividing the total number of hours Company employees worked at its facilities located in Fremont by two thousand eighty (2,080).

(c) "Minimum Hourly Rate" shall mean an average minimum rate of ~~XX~~28.86 or more per hour for each FTE employed as part of Company's operation in Fremont. The hourly rate shall be determined by dividing the total wages and salaries paid to each FTE by two thousand eighty (2,080).

(d) "Performance-based Forgivable Loan" shall mean a form of loan in which its entirety can be forgiven over a period of time by the City when certain conditions are met.

(e) "Repayable Loan" shall mean a form of loan in which the Company promises to repay the City according to certain terms and conditions with interest.

2. Employment Requirements. Company shall retain a minimum of five hundred fifty-two (552) full-time equivalent (FTE) positions and create at least ten (10) new, full-time equivalent (FTE) positions ~~from~~ according to the following schedule until at least the fifth (5th) anniversary of the Effective Date.

i) Two (2) full time equivalent jobs in its company in Fremont, Nebraska in the first two years, and

ii) Three (3) additional full time equivalent jobs in its company in Fremont, Nebraska in the third year, and

iii) Five (5) additional full time equivalent jobs in its company in Fremont, Nebraska in the fourth year, and

iv) Maintain those jobs in its company in Fremont, Nebraska through at least the fifth (5th) anniversary of the Effective Date.

a) Company 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 of other federal agency authorized to verify the work eligibility status of a newly hired employee.

b) Company understands and agrees that lawful presence in the United States is required and the Borrower may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. subsection 4-108.

c) Company agrees to have available for review the individual files, which contain this form and to provide summary data to the City as requested.

1. Disbursement of Economic Development (LB 840) Loan Funds for Job Creation. Company shall be eligible for Economic Development Loans totaling _____five hundred ninety-seven thousand five hundred and No/100 Dollars (~~\$\$\$XXX,XXX597,500~~) for retaining —five hundred fifty-two (552) FTEs and creating —ten (10) additional FTE employee positions ~~(excluding owner. The~~ disbursement shall be made by providing five hundred ninety-seven thousand fiver hundred and ~~family member held jobs).~~ No/100 Dollars (\$597,500) only when Company has certified and the City has notified Company in writing that 100% of the project construction has been completed, and outstanding permit and inspection requirements have been satisfied for the project and/or any other previous construction or development performed by Company in the City.

3. Total Disbursements. The maximum total amount City shall disburse to Company pursuant to this Agreement shall be _____five hundred ninety-seven thousand five hundred and No/100 Dollars (~~\$\$\$XXX,XXX597,500~~).

4. Company's Representations and Warranties. Company represents and warrants to City as follows:

(a) Organization, Standing and Power. Company is ~~a Limited Liability Company~~ an S Corporation duly formed, validly existing and in good standing under the laws of the State of Nebraska and has the legal power to carry on its business as it is now being conducted.

(b) Authority. The execution, delivery and performance of this Agreement by Company has been duly and validly authorized and approved by all necessary legal action on the part of Company.

(c) Binding Agreement. This Agreement, when executed and delivered, will constitute the legal, valid and legally binding agreement of Company, enforceable against Company in accordance with its terms.

(d) No Conflict with Other Instruments or Agreements. The execution, delivery and performance of this Agreement by Company will not result in a breach or violation of, or constitute a default under any agreement to which Company is bound, and will not be in violation of any statute, judgment, order, rule or regulation of any court, or any federal, state or other regulatory authority or governmental body having jurisdiction over Company in effect as of the Effective Date.

(e) No Brokers. Company has not retained or agreed to compensate any broker or finder in connection with the transactions contemplated by this Agreement.

(f) Operations. During the term of this Agreement, Company shall maintain operations in Fremont, Nebraska and maintain the building in good operating condition, ordinary wear and tear excepted.

(g) Minimum Number of Employees. Company agrees to employ at least five hundred sixty-two (562) full-time equivalent (FTE) employees, four hundred forty (440) of these FTE employees will be located in Fremont, within four (4) years and maintain those five hundred sixty-two (562) jobs until at least the fifth (5th) anniversary of the Effective Date.

(h) Minimum Compensation/benefits. During the term of this Agreement, Company shall compensate each full-time employee at a minimum average rate of \$XX28.86 per hour (\$XX,00060,028.8/year) with benefits.

5. Company's Obligation to Repay Funds. The Parties acknowledge and agree that the funds to be provided by City to Company pursuant to this Agreement are being provided in the form of an economic development loan and are subject to repayment in accordance with the terms and conditions of this Agreement if Company fails to perform its obligations under this Agreement. ~~The Parties further acknowledge and agree that the funds to be provided by City to Company pursuant to this Agreement are being provided in the form of a XX percent (X%) interest loan to be satisfied by payments of principal and interest in installments, the "Repayable Loan"; and/or a "Performance Based-Forgivable Loan" to be satisfied by job creation and business operation; each as described in this Loan Agreement to be made by City to Company.~~ The Parties further acknowledge and agree that City shall forgive the entire economic development loan disbursed to Company representing a total of XXXXfive hundred ninety-seven thousand five hundred and 00/100 Dollars (\$XXX,XXXdollars (\$597,500) upon Company meeting the following conditions ~~AND/OR The Parties further acknowledge and agree that Company shall repay the Repayable Loan disbursed to Company representing a total of XXX,XXX Dollars and 50/100 (\$XXX,XXX) over a five-year period at the rate of XX percent (X%) interest:~~

(a) Company shall have complied with the terms and provisions of Sections 2- 5 of this Agreement in all respects; and

~~(b) — If Company remains in compliance with the terms and provisions of Sections 2-5 of this Agreement in all respects, the Repayable Loan will be repayable at a XX percent (X%) interest rate. The loan shall be repaid in XX (XX) regular monthly installments commencing _____. Remaining installments shall be due on the first business day of each month thereafter until paid in full. Installments No. X through No. X shall be in the amount of XXXX Dollars (\$XXXX). The final installment shall be in the amount of XXXX and XX/100 Dollars (\$XXXX) or any greater or lesser amount as may be required to pay the remaining principal amount of the loan plus any accrued and unpaid interest. The loan will be memorialized in a promissory note, a copy of which is marked Exhibit A, attached hereto and incorporated herein.~~

(e)(b) If Company remains in compliance with the terms and provisions of Sections 2-5 of this Agreement in all respects, the Performance Based Forgivable Loan will be forgiven pursuant to the following schedule and will be memorialized in a promissory note, a copy of which is marked as Exhibit A, attached hereto and incorporated herein:

- (i) On the first (1st) anniversary of the Effective Date, ~~(fraction one-fifth (1/5) or _____~~ one hundred nineteen thousand five hundred and No/100 Dollars ~~(\$XXX,XXX)~~ 119,500 of the Economic Development Loan shall be eligible for forgiveness; and,
- (ii) On the second (2nd) anniversary of the Effective Date, ~~(fraction one-fifth (1/5) or _____~~ one hundred nineteen thousand five hundred and No/100 Dollars ~~(\$XXX,XXX)~~ dollars (\$119,500) of the Economic Development Loan shall be eligible for forgiveness; and,
- (iii) On the third (3rd) anniversary of the Effective Date, ~~(fraction one-fifth (1/5) or _____~~ one hundred nineteen thousand five hundred and No/100 Dollars ~~(\$XXX,XXX)~~ dollars (\$119,500) of the Economic Development Loan shall be eligible for forgiveness; and,
- (iv) On the fourth (4th) anniversary of the Effective Date, ~~(fraction one-fifth (1/5) or _____~~ one hundred nineteen thousand five hundred and No/100 Dollars ~~(\$XXX,XXX)~~ dollars (\$119,500) of the Economic Development Loan shall be eligible for forgiveness; and,
- (v) On the fifth (5th) anniversary of the Effective Date, ~~(fraction one-fifth (1/5) or _____~~ one hundred nineteen thousand five hundred and No/100 Dollars ~~(\$XXX,XXX)~~ dollars (\$119,500) of the Economic Development Loan shall be eligible for forgiveness, and

(d)(c) The loan will be memorialized in a promissory note, a copy of which is marked Exhibit A, attached hereto and incorporated herein.

6. Default. In the event that Company fails to comply with any of the terms of this Agreement, City may declare Company to be in breach. Any such declaration shall be in writing and delivered to Company at its last known address. In the event that City declare Company to be in breach, all amounts owing to City by the Company pursuant to this Agreement shall immediately become due and owing by Company to City and if unpaid shall accrue interest at the rate of ~~six~~twelve percent (~~6~~12%) per annum until such amounts are repaid in full.

7. Actions after Effective Date. From time to time after the Effective Date, without further consideration, each of the Parties will execute and deliver such documents and instruments, as any other Party shall reasonably request to give full effect to the transactions contemplated by this Agreement.

8. Term. This Agreement (and all representations, covenants, agreements, obligations and warranties of Company and the City contained in this Agreement), shall remain in full force and effect until the Company has repaid or been forgiven of all loan amounts pursuant to Section 6, of this Agreement -(such date shall be the "Termination Date"). From and after the Termination Date, this Agreement shall be of no further force or effect, and no Party shall have any further obligations pursuant to this Agreement.

9. Amendment. No amendment or modification of this Agreement shall be binding on any Party unless the same shall be in writing and signed by all Parties.

10. Communication. Company agrees to inform City of any changes in Company's address, telephone number, email address or leadership within three (3) business days of such changes. Company also agrees to fully respond within fifteen (15) calendar days to any request for information from City related to Company's compliance with the terms of this Agreement. All responses to inquiries shall be in writing and provided to:

City at the following address:

Fremont City Clerk
400 East Military Avenue
Fremont, NE 68025

Company at the following address:

Company Structural Component Systems, Inc
1255 Front Street-Address
City, State Zip Fremont, NE 68025

11. Indemnification. Company agrees to indemnify, defend and hold City and their employees, officers, directors, agents, attorneys, affiliates and their respective successors and assigns (collectively, the "Indemnified Parties") harmless from and against any and all loss, liability, obligation, damage, penalty, judgment, claim, deficiency and expense (including interest, penalties, attorneys' fees and amounts paid in settlement) to which the Indemnified Parties may become subject arising out of or based upon a breach or default by Company of this Agreement or the performance or non-performance of the Agreement.

12. Expenses. The Parties shall all pay their respective expenses incident to the preparation, execution and consummation of this Agreement.

13. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and assigns (including, without limitation, any purchaser of, or successor to, Company whether by purchase, merger, consolidation, reorganization, liquidation or any other type of transaction).

14. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

15. Non-Waiver. Waiver of or acquiescence by City in any default by Company, or any failure of City to insist upon strict performance by Company of any warranties, agreements or other obligations contained in this Agreement shall not constitute a waiver of any subsequent or other default, failure or waiver of strict performance, whether similar or dissimilar.

16. Relationship of Parties. The Parties have entered into this Agreement solely for the purposes set forth in this Agreement. Nothing contained in this Agreement shall be construed to create or imply any (a) partnership or joint venture by or among of the Parties, or (b) any principal and agency relationship by or among the Parties.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Nebraska, without giving effect to its conflict of laws principles.

18. Entire Agreement. This Agreement and the documents referred to in this Agreement constitute the entire agreement of the Parties respecting the subject matter contained in this Agreement and supersede any prior offers, understandings, agreements or representations by and between the Parties, written or oral, which may have related to the subject matter of this Agreement in any way.

19. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first above written.

Structural Components System, Inc, an S Corporation

By: _____

Its: President _____

By: _____

Its:

Secretary _____

City of Fremont, Nebraska

By:

Dev Sookram

Its: Mayor

DRAFT

EXHIBIT "A"

**PROMISSORY NOTE
PERFORMANCE-BASED FORGIVABLE LOAN**

_____, 2022 ~~XXXX,XXX~~ December 9, 2025

\$597,500 Fremont, Nebraska

For Value Received, the undersigned, and _____, Structural Component Systems, Inc., a Nebraska corporation (hereinafter referred to as the "Maker"), promises to pay to the City of Fremont, Nebraska, a political subdivision of the State of Nebraska, (the "Lender"), the principal sum of _____ five hundred ninety-seven thousand five hundred and no/100 dollars (~~XXXX,XXX~~ 597,500) together with interest to accrue thereon at the rate of sixtwelve percent (~~6~~ 12%) per annum compounded annually as provided herein.

The term of this Promissory Note will be ~~XX (X~~ five (5) years from the date of the execution of this Promissory Note, and that certain Economic Development Agreement dated on even date herewith (the "Agreement"). The amounts due from Maker under this Promissory Note maybe forgiven as follows:

- (i) On the first (1st) anniversary of the Effective Date, (~~fraction~~ one-fifth (1/5) or _____ one hundred nineteen thousand five hundred and No/100 Dollars (~~XXX,XXX~~ 119,500) of the Economic Development Loan shall be ~~forgiven;~~ eligible for forgiveness; and,
- (ii) On the second (2nd) anniversary of the Effective Date, (~~fraction~~ one-fifth (1/5) or _____ one hundred nineteen thousand five hundred and No/100 Dollars (~~XXX,XXX~~ 119,500) of the Economic Development Loan shall be ~~forgiven;~~ eligible for forgiveness; and,
- (iii) On the third (3rd) anniversary of the Effective Date, (~~fraction~~ one-fifth (1/5) or _____ one hundred nineteen thousand five hundred and No/100 Dollars (~~XXX,XXX~~ 119,500) of the Economic Development Loan shall be ~~forgiven;~~ eligible for forgiveness; and,
- (iv) On the fourth (4th) anniversary of the Effective Date, (~~fraction~~ one-fifth (1/5) or _____ one hundred nineteen thousand five hundred and No/100 Dollars (~~XXX,XXX~~ 119,500) of the Economic Development Loan shall be ~~forgiven~~ eligible for forgiveness; and,
- (v) On the fifth (5th) anniversary of the Effective Date, (~~fraction~~ one-fifth (1/5) or _____ one hundred nineteen thousand five hundred and No/100 Dollars (~~XXX,XXX~~ 119,500) of the Economic Development Loan shall be ~~forgiven,~~ and eligible for forgiveness.

Otherwise performs all Maker's obligations to Lender under this Note and the Agreement.

If Maker fails to retain five hundred fifty-two (552) jobs and create ten (10) jobs and maintain the jobs for the required period(s) ~~described below:~~

- (i) ~~_____ (XX) full time equivalent jobs in its company in Fremont, Nebraska in the XX (X) years from the date of the execution of this Promissory Note, and~~
- (ii) ~~Maintains those jobs in its company in Fremont, Nebraska for a minimum period of XX (X) years from the date of agreement.~~

or otherwise fails to perform its duties under this Promissory Note, the Agreement, or should any of the ownership interests in Maker be transferred to a third party, then in any such event, Maker shall be in default under this Promissory Note and the Agreement, and agrees that Lender may in its sole discretion elect to accelerate the amounts due under this Promissory Note. Maker further agrees to pay all Lender's reasonable costs of collection including attorney fees to the extent allowed by applicable law.

All payments and any notice to the Lender shall be sent to the Lender by sending the same to: Fremont City Clerk, 400 East Military Avenue, Fremont, Nebraska, 68025, or such other address as is designated by the Lender in writing. Any notices given to the Maker by Lender will be deemed sufficient and given if sent to the Maker at the following address: _____, 1255 Front St, Fremont, NE 68025 or at such other address as the Maker will have designated to the Lender in writing. Lender's notices shall be deemed given when sent and Maker's notices to Lender will be deemed given when actually received by Lender.

This Promissory Note is secured by a Security Agreement and the personal guarantees of _____, Dave Christoffersen, President and Daniel Christoffersen, Secretary

The undersigned:

- (a) Waives demand, presentment, protest, notice of protest, and suit against any party and all other requirements necessary to hold it; and
- (b) Waives as to the amount due hereunder, all rights of exemption under the constitution or laws of the State of Nebraska or any other state as to personal property.

This Promissory Note and all provisions are binding on the Maker, its successors and assigns, and will inure to the benefit of the Lender, its successors and assigns. The Lender does not by any act, delay, omission or otherwise has waived any of its rights or remedies, and no waiver of any kind is valid against the Lender unless in writing and signed by the Lender.

This Promissory Note is governed by and construed in accordance with the laws of the State of Nebraska. This Promissory Note may not be amended or modified in whole or in part except by written agreement by both of the parties hereto.

Any dispute involving or relating to this Promissory Note or the Agreement, including but not limited to the parties' conduct in entering into any of them, any oral representations or agreements related thereto and the performance of any of these agreements, shall be litigated exclusively in the state courts located in Dodge County, Nebraska. The parties consent to personal jurisdiction in the State of Nebraska and to venue in Dodge County, Nebraska, or in the United States District Court for the District of Nebraska with trial in Omaha, and agree not to contest or to change venue from such location. The parties hereby waive any and all rights they may have to a jury trial in

connection with any litigation commenced by or against Lender with respect to the rights and obligations of the parties under this Promissory Note or the Agreement whether sounding in tort, contract, or other theory.

Dated and executed as of the date first written above.

(Company) _____

By: _____

Its: President

By: _____

Its: Secretary

WITNESS: _____

DRAFT

PERSONAL GUARANTY

THIS GUARANTY made as of the 9th day of 2022 December 2025 by Structural Component Systems, Inc. (hereinafter referred to as "Guarantor"), to and for the benefit of the City of Fremont, having its principal place of business at 400 East Military Avenue, Fremont, Nebraska 68025, (hereinafter referred to as "Lender"), hereby recites promises and pledges as follows:

WITNESSETH

WHEREAS, COMPANY (hereinafter referred to as "Debtor") has applied to Lender for a loan in the amount of ~~XXX,XXX and 00/100 dollars~~ five hundred ninety-seven thousand five hundred and No/100 Dollars (\$597,500) in the form of a performance-based forgivable loan, to be evidenced by its notes or bonds (hereinafter referred to as "Note", whether one or more); and,

WHEREAS, to induce Lender to make said loan, the Guarantor has agreed with Lender to guarantee the payment of principal and interest and any other charges provided for in the Note and the performance by the Debtor of all the covenants on his part to be performed as recited in the loan agreement and the note and observed pursuant to the provisions thereof.

NOW, THEREFORE, in consideration of the promises herein, and for the sum of One Dollar (\$1.00) in hand paid by Lender to the Guarantor at or before the delivery of this Guaranty, the receipt of which is hereby acknowledged, the Guarantor:

1. Unconditionally and absolutely guarantees the due and punctual payment of the principal of the Note, the interest thereon and any other moneys due or which may become due thereon, of all the other terms, covenants and conditions of the Note, whether according to the present terms thereof, at any earlier or accelerated date or dates as provided therein, or pursuant to any extension of time or to any change or changes in the terms, covenants and conditions thereof now or at any time hereafter made or granted.
2. Waives exhaustion of legal remedies, diligence, presentment and demand for payment, notice of dishonor, protest, notice of protest, extension of time or payment, notice of acceptance of this Guaranty, non-payment at maturity and indulgences and notices of every Note or Mortgage, and to any and all changes in the terms, covenants and conditions thereof hereafter made or granted and to any and all substitutions, exchanges or releases of all or any part of the collateral therefor; it being the intention hereof that the Guarantor shall remain liable hereunder until the final amount of the Note, with interest, and any other sums due or to become due thereon, shall have been fully paid and the terms, covenants and conditions of the Note shall have been fully performed and observed by the Debtor, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of the Guarantor.
3. No payment or performance by Guarantor pursuant to this Guaranty shall give Guarantor any right or subrogation to any rights or remedies of Lender against the

Borrower or any collateral or security for any or all of the Guaranteed Obligations. Guarantor waives all rights of subrogation to any rights or remedies of Lender against the Borrower or any collateral or security for any or all of the Guaranteed Obligations.

4. Agrees that this Guaranty may be enforced by Lender without first resorting to or exhausting any other security or collateral and without first having recourse to the Note or any of the property owned by Guarantor or otherwise; provided, however, that nothing herein contained shall prevent Lender from suing on the Note with or without making the guarantor a party to the suit or from exercising any other rights thereunder and is such suit, foreclosure or other remedy is availed of only that net proceeds therefrom, after deduction of all charges and expenses of the amount due on the Note and Lender shall not be required to institute or prosecute proceedings or to recover any deficiency as a condition of payment hereunder or enforcement hereof. At any sale of the security or collateral for the indebtedness or any part thereof whether by foreclosure or otherwise Lender may at its discretion purchase all or any part of such collateral so sold or offered for sale for its own account and may apply against the amount bid therefor an equivalent amount of the balance due it pursuant to the terms of the Note.
5. Agrees that in the event this Guaranty is placed in the hands of an attorney for enforcement, the Guarantor will reimburse Lender for all expenses incurred, including reasonable attorney's fees.
6. Agrees that the Guarantor's obligation to make payment in accordance with the terms of this agreement shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of the Debtor or its estate in bankruptcy resulting from the operation of any present or future provisions of the U.S. Bankruptcy Code or other statute, or from the decision of any court.
7. Agrees that if the Guaranty is executed by more than one guarantor, all obligations of the parties thereto shall be joint and several.
8. Agrees that in this Guaranty, unless the context requires otherwise, words in the singular number include the plural and in the plural include the singular, and words in the masculine gender include the feminine and the neuter.
9. Agrees that his Guaranty shall inure to the benefit of and may be enforced by Lender and any subsequent holder of the Note and shall be binding upon and enforceable against the Guarantor, his heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Guarantor has executed this instrument as of the day and year first written.

NAME Dave Christofferson, President

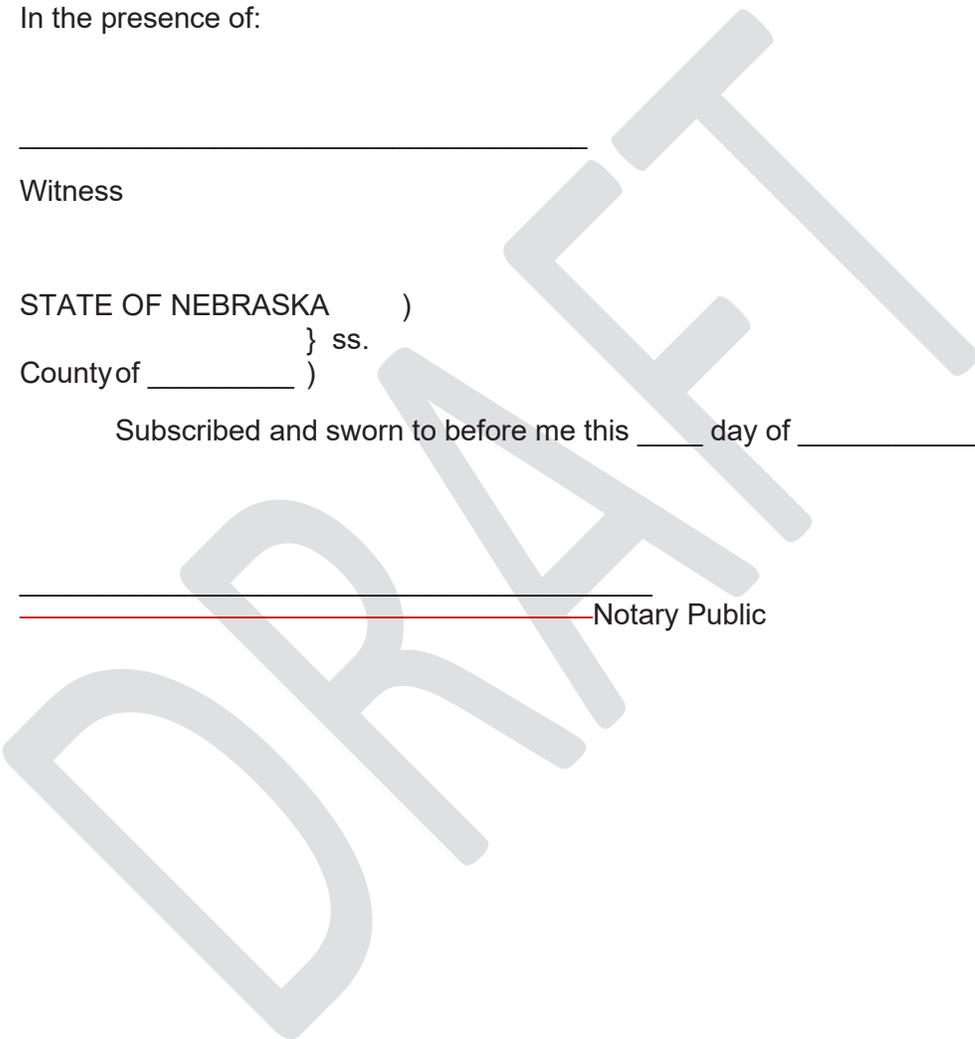
In the presence of:

Witness

STATE OF NEBRASKA)
 } ss.
County of _____)

Subscribed and sworn to before me this ____ day of _____ ~~2021~~2025.

Notary Public



SECURITY AGREEMENT

THIS SECURITY AGREEMENT (hereinafter referred to as this "Agreement") is made and entered into effective as of the 9th day of December, 2025 (the "Effective Date"), by and among the City of Fremont, Nebraska ("City") and Structural Component Systems, Inc., a Nebraska Limited Liability CompanyS Corporation ("Company") (City and Company, each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, on December 9, 2025, the Company entered into an Economic Development Agreement in which the Company was approved as a qualifying business under the City's Local Option Economic Development Plan, and that the Company would receive a XXXXX (\$XXX,XXX five hundred ninety-seven thousand five hundred and No/100 Dollars (\$597,500)) loan towards the Company's project; and

WHEREAS, pursuant to the terms of the Economic Development Agreement, the Company has executed and delivered a promissory note in favor of the City in the principal amount of \$XXX,XXX 597,500 plus applicable interest (hereinafter referred to as the "Note"); and

WHEREAS, to secure the Note, the Company has agreed to grant to the City a security interest in the Company's assets identified in Exhibit "A" attached hereto, and incorporated herein by this reference (the "Assets"), to secure the Company's payment and performance of the Note.

NOW, THEREFORE, in order to consummate the intent of the parties as set forth in the foregoing recitals, the parties hereby agree as follows:

1. **Grant of Security Interest and Pledge of Collateral.** To secure payment of the Indebtedness (hereinafter defined) and all obligations of Company to City under the Note, the Company hereby pledges and grants to the City a security interest in the Assets only, together with all substitutions, replacements, products and proceeds therefrom (collectively referred to as the "Collateral").

2. **Indebtedness.** The security interest in the Collateral is given to secure the payment and performance of all obligations owed by Company arising under the Note. The foregoing obligations shall be collectively referred to herein as the "Indebtedness."

3. **Cooperation.** The Company will, from time to time, perform acts and execute documents reasonably requested by the City, including the executing, delivering or filing of financing statements, amendments, partial releases or releases of financing statements, and renewals and continuations thereof, in order to create, perfect, maintain and enforce a valid lien upon, pledge of, or security interest in the Collateral in the City's favor.

4. **Power of Attorney.** Upon the occurrence and continuation of an Event of Default, as defined herein, the Company appoints the City as the Company's true and lawful attorney in-fact, irrevocably, with full power of substitution to do the following: (a) to demand, collect, receive, receipt for, sue and recover all sums of money or other property which may now or hereafter become due, owing or payable from the Collateral; (b) to execute, sign and endorse any and all

assignments, claims, instruments, receipts, checks, drafts or warrants issued with respect to the Collateral; and (c) to settle or compromise any and all claims arising with respect to the Collateral, and, in the place and stead of the Company, to execute and deliver their release and settlement for any such claim. The City agrees not to exercise the City's rights under this power of attorney until such time as an Event of Default as defined herein has occurred.

5. **Representations and Warranties.** Company represents and warrants:

(a) **Debt.** The Company is justly indebted to the City for the obligations secured and has no set off or counterclaim with respect thereto.

(b) **Possession and Ownership.** The Collateral is or will be in Company's possession (except for equipment or inventory provided to Company's customers in the ordinary course of business) and Company has or will acquire absolute title thereto and will defend the Collateral against the claims and demands of all persons other than the City, except for purchase money security interests and similar priority claims and except those parties to which the City has subordinated its interests. Company has full right and power to grant the security interest herein to the City.

(c) **Liens and Encumbrances.** No financing statement covering the Collateral or other filing evidencing any lien or encumbrance on the Collateral is on file in any public office and there is no lien, security interest or encumbrance on the Collateral except for the security interest held by the City pursuant to this Agreement.

(d) **Truth of Representations.** All information, statements, representations, and warranties made by Company herein and in or any other writing executed prior to or substantially contemporaneously herewith are true, accurate and complete in all material respects.

(e) **Location.** Company has its chief executive office, principal place of business and place where it keeps its records concerning the Collateral at 1255 Front St, Fremont, NE 68025.

(f) **Authority.** Company has full authority to enter into this Agreement and in so doing is not violating any law, regulation, or agreement with third parties. This Agreement has been duly and validly authorized by all necessary corporate action, if any.

6. **Covenants.** Company covenants and agrees:

(a) **Liens and Encumbrances.** Company shall keep the Collateral free and clear of liens, encumbrances, security interests, and other claims of third parties that would have priority over the security interest granted in this Agreement and will, at Company's expense, defend the Collateral against the claims and demands of all third parties. Company shall promptly pay and discharge any indebtedness owing to any third party who, by reason of said indebtedness, could obtain or become entitled to a lien or encumbrance on the Collateral that would have priority over the security interest granted in this Agreement, other than such indebtedness being contested in good faith and with respect to which adequate reserves have been established.

(b) Protection of Value. Company shall use the utmost care and diligence to protect and preserve the Collateral, and shall not commit nor suffer any waste to occur with respect to the Collateral. In pursuance of the foregoing, Company shall maintain the Collateral in good condition and repair and shall take such steps as are necessary to prevent any impairment of the value of the Collateral.

(c) Taxes. Company shall promptly pay and discharge any and all taxes, levies and other impositions made upon the Collateral which may give rise to liens upon the Collateral if unpaid or which are imposed upon the creation, perfection or continuance of the security interest provided for herein, other than taxes being contested in good faith and with respect to which adequate reserves have been established.

(d) Insurance. All risk of loss of, damage to or destruction of the Collateral shall at all times be on Company. Company shall procure and maintain, at its own expense, insurance covering the Collateral against all risks under policies for the duration of this Agreement (except for equipment provided to Company's customers in the ordinary course of business) and shall list the City as loss payee.

(e) Other Documents. Company shall execute such further documents as may be requested by the City to obtain and perfect a security interest in the Collateral, including without limitation, Uniform Commercial Code Financing Statements and amendments thereto. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement.

7. **Affirmative Representations, Warranties and Covenants.** The Company represents, covenants, and warrants that (a) the Company is the owner of the Collateral; and (b) the person executing this Security Agreement is duly authorized and empowered to execute this Security Agreement on the Company's behalf.

8. **Events of Default.** The Company shall be in default under this Security Agreement upon the occurrence of any of the following events or conditions (each of the following constituting an "Event of Default"): (a) failure by the Company to timely pay any Indebtedness to the City including when due; (b) breach, default, termination, or failure to perform by the Company of any material obligation, covenant, warranty, agreement, or promise to the City under this Agreement; (c) this Agreement or the Note ceases to be in full force and effect or is in any manner deemed unenforceable, including the failure of such documents to create or maintain a valid security interest in favor of the City in the Collateral; (d) the commencement of any suit, foreclosure or forfeiture proceeding against the Company, entry of any judgment, restraining order, or injunction against the Company, or the instigation of any action to enforce any such judgment, restraining order or injunction, which materially and adversely effects the Company's operations or ability to repay the Indebtedness or perform the Company's obligations under this Agreement; or (e) dissolution, termination of existence, or insolvency of the Company. Insolvency means the Company's inability to generally pay the Company's debts in the ordinary course of business as they become due or that the Company's liabilities exceed its assets.

9. **Rights and Remedies of Secured Party.** The City shall have all of the rights and remedies provided at law and in equity and in the Uniform Commercial Code and in addition thereto and without limitation thereon shall have the following rights which may be exercised singularly or concurrently:

(a) Inspection. The City may at any time, with or without notice, enter upon Company's premises or any other place where the Collateral is located to inspect and examine the same and, if Company is in default, to take possession thereof.

(b) Performance by the City. If the Company fails to perform any of its obligations hereunder, the City may, at its sole discretion, pay or perform such obligations for Company's account and may add any cost or expense thereof to the obligations secured hereby.

(c) Acceleration. Upon failure of the Company to cure any default within the applicable cure period, the City may, without demand or notice to the Company, accelerate all of the obligations secured hereby and proceed to enforce payment of the same with or without first resorting against the Collateral.

(d) Proceed Against Collateral. Upon default not cured within the applicable cure period, the City may: (i) require Company to make the Collateral available to the City at a place to be designated by the City; and (ii) take possession of the Collateral, proceeding without judicial process or by judicial process and sell, retain or otherwise dispose of the Collateral in full or partial satisfaction of the obligations secured hereby.

(e) Deficiency. Upon default, and after any disposition of the Collateral, the City may sue the Company for any deficiency remaining.

10. **Remedies Upon Default/Transfer of Additional Units**. Upon the occurrence of any Event of Default by the Company, the City shall be entitled to have and enforce all the rights and remedies available under this Agreement, by statute, contract, at law and/or in equity, including but not limited to the right to declare all Indebtedness owed to the City immediately due and payable.

11. **Amendments**. No modifications or amendments of this Agreement will be effective unless made in writing and signed by the City and the Company.

12. **Interpretation; Governing Law; etc.** The invalidity or unenforceability of any provision in the Agreement shall not affect the validity or enforceability of any other provision in this Agreement, and any invalid or unenforceable provision shall be modified so as to be enforced to the maximum extent of its validity and enforceability. This Agreement, and any issue, claim or proceeding arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws (other than the conflict of laws rules) of the State of Nebraska.

13. **Review of Counsel; Construction**. Each party hereto acknowledges that it and its counsel have received, reviewed and been involved in the drafting of this Agreement and the agreements referenced herein to be executed at closing and that normal rules of construction, to the effect that ambiguities are to be resolved against the drafting party, shall not apply. This Agreement represents the mutual agreement of the parties hereto and shall not be construed more strongly against or in favor of either party.

14. **Counterparts**. This Security Agreement may be signed in any number of counterparts, and signature to any one counterpart shall be deemed signature to all counterparts, which when taken together shall constitute one agreement.

15. **Capitalized Terms.** Capitalized terms used and not otherwise defined in this Agreement shall have the meanings ascribed to them in the Purchase Agreement.

EXECUTED EFFECTIVE as of the date first above written.

Structural Component Systems, Inc.,
a Nebraska ~~Limited Liability Company~~
Corporation

By: _____

Its: _____

By: _____

Its: _____

By: _____

Its: _____

Its: President

City of Fremont, Nebraska

By: _____

Joey Spellerberg

Dev Sookram

Its: Mayor

EXHIBIT "A"

- (a) All of the Company's tangible and intangible operating business assets, properties, leases, rights and interests pertaining to the business, including, but not limited to, all furniture, fixtures, appliances, equipment, inventory, motor vehicles (including vehicles covered by certificate of title), supplies, trade names, trademarks, service marks, goodwill, unemployment compensation accounts, business records, and lists now owned or hereafter acquired by the Company and wherever located;
- (b) All rights to receive the payment of money, including, but not limited to, accounts receivable, contract rights, chattel paper, instruments, investment properties, cash proceeds, commercial tort claims, deposit accounts, encumbrances, letter of credit rights, letters of credit, documents, leases, and money now or hereafter in existence and all proceeds thereof;
- (c) All rights to receive profits or surplus of, or other distributions (including income, return of capital and liquidating distributions) from, any corporation, partnership, joint venture or limited liability company; and
- (d) All computer software, designs, models, know-how, trade secrets, rights in proprietary information, formulas, customer lists, backlog, orders, subscriptions, royalties, catalogues, sales material, documents, good will, inventions, processes, and all other general intangibles.

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into effective as of the January 13, 2026 (the "Effective Date"), by and among the City of Fremont, Nebraska ("City") and Structural Component Systems, Inc., located at 1255 Front Street, Fremont, NE a Nebraska S Corporation ("Company") (City and Company, each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, on November 7, 2025, Company filed an Application for Economic Development Incentives (the "Application") with City;

WHEREAS, Company is expanding their business in Fremont, Nebraska, constructing a new maintenance bay at 1451 Morningside Road Fremont, NE, retaining five hundred fifty-two (552) full-time equivalent (FTE) jobs and creating ten (10) FTE jobs, four hundred forty (440) of these FTE employees will be located in Fremont within five (5) years of the date of this agreement;

WHEREAS, Company agrees to continue to employ at least five hundred fifty-two (552) full-time equivalent (FTE) employees at their facilities as set forth in this Agreement, from date of FTE hire and creation until at least the fifth (5th) anniversary of the Effective Date;

WHEREAS, City finds Company to be a qualifying business under the City's Local Option Economic Development Plan, that the Company's project qualifies for economic development incentives under the Plan, that the Company's project will be of substantial economic benefit to the people of Fremont and the surrounding area, and the economic development incentive set forth in this Agreement constitutes a fulfillment of the major objectives of the City's Local Option Economic Development Plan;

WHEREAS, City is willing to provide Company with up to five hundred ninety-seven thousand five hundred and No/100 Dollars (\$597,500) in a loan towards Company's project and upon the fulfillment of the conditions set forth in this Agreement provided that Company complies with the terms of this Agreement; and

WHEREAS, in furtherance of the foregoing recitals, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the respective meanings ascribed to them in this Section 1:

(a) "Employment Certificate" shall mean a certification for the defined period containing the sworn statement of a duly authorized representative of Company specifically setting forth compliance with the FTE's and Minimum

Hourly Rate terms of this Agreement. The Employment Certificate shall contain the following information and adhere to the following terms: (i) the total number of hours which FTE's worked and received compensation at Company's facilities in Fremont; and (ii) the average hourly rate for all FTE's which shall meet or exceed the Minimum Hourly Rate. Company agrees that upon receipt of written notice pursuant to the terms of this Agreement, Company shall allow the City Administrator or her designee to personally inspect Company's employment records as confirmation of the statements contained in the Employment Certificate.

(b) "Full-Time Equivalents" or "FTE's" shall mean persons hired by Company as part of operations in Fremont as detailed in the recitals to this Agreement. The total number of FTE's shall be determined by dividing the total number of hours Company employees worked at its facilities located in Fremont by two thousand eighty (2,080).

(c) "Minimum Hourly Rate" shall mean an average minimum rate of \$28.86 or more per hour for each FTE employed as part of Company's operation in Fremont. The hourly rate shall be determined by dividing the total wages and salaries paid to each FTE by two thousand eighty (2,080).

(d) "Performance-based Forgivable Loan" shall mean a form of loan in which its entirety can be forgiven over a period of time by the City when certain conditions are met.

(e) "Repayable Loan" shall mean a form of loan in which the Company promises to repay the City according to certain terms and conditions with interest.

2. Employment Requirements. Company shall retain a minimum of five hundred fifty-two (552) full-time equivalent (FTE) positions and create at least ten (10) new, full-time equivalent (FTE) positions according to the following schedule until at least the fifth (5th) anniversary of the Effective Date.

- i) Two (2) full time equivalent jobs in its company in Fremont, Nebraska in the first two years, and
- ii) Three (3) additional full time equivalent jobs in its company in Fremont, Nebraska in the third year, and
- iii) Five (5) additional full time equivalent jobs in its company in Fremont, Nebraska in the fourth year, and
- iv) Maintain those jobs in its company in Fremont, Nebraska through at least the fifth (5th) anniversary of the Effective Date.

a) Company 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.

b) Company understands and agrees that lawful presence in the United States is required and the Borrower may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. subsection 4-108.

c) Company agrees to have available for review the individual files, which contain this form and to provide summary data to the City as requested.

1. Disbursement of Economic Development (LB 840) Loan Funds for Job Creation. Company shall be eligible for Economic Development Loans totaling five hundred ninety-seven thousand five hundred and No/100 Dollars (\$597,500) for retaining five hundred fifty-two (552) FTEs and creating ten (10) additional FTE employee positions. The disbursement shall be made by providing five hundred ninety-seven thousand five hundred and No/100 Dollars (\$597,500) only when Company has certified and the City has notified Company in writing that 100% of the project construction has been completed, and outstanding permit and inspection requirements have been satisfied for the project and/or any other previous construction or development performed by Company in the City.

3. Total Disbursements. The maximum total amount City shall disburse to Company pursuant to this Agreement shall be five hundred ninety-seven thousand five hundred and No/100 Dollars (\$597,500).

4. Company's Representations and Warranties. Company represents and warrants to City as follows:

(a) Organization, Standing and Power. Company is an S Corporation duly formed, validly existing and in good standing under the laws of the State of Nebraska and has the legal power to carry on its business as it is now being conducted.

(b) Authority. The execution, delivery and performance of this Agreement by Company has been duly and validly authorized and approved by all necessary legal action on the part of Company.

(c) Binding Agreement. This Agreement, when executed and delivered, will constitute the legal, valid and legally binding agreement of Company, enforceable against Company in accordance with its terms.

(d) No Conflict with Other Instruments or Agreements. The execution,

delivery and performance of this Agreement by Company will not result in a breach or violation of, or constitute a default under any agreement to which Company is bound, and will not be in violation of any statute, judgment, order, rule or regulation of any court, or any federal, state or other regulatory authority or governmental body having jurisdiction over Company in effect as of the Effective Date.

(e) No Brokers. Company has not retained or agreed to compensate any broker or finder in connection with the transactions contemplated by this Agreement.

(f) Operations. During the term of this Agreement, Company shall maintain operations in Fremont, Nebraska and maintain the building in good operating condition, ordinary wear and tear excepted.

(g) Minimum Number of Employees. Company agrees to employ at least five hundred sixty-two (562) full-time equivalent (FTE) employees, four hundred forty (440) of these FTE employees will be located in Fremont, within four (4) years and maintain those five hundred sixty-two (562) jobs until at least the fifth (5th) anniversary of the Effective Date.

(h) Minimum Compensation/benefits. During the term of this Agreement, Company shall compensate each full-time employee at a minimum average rate of \$28.86 per hour (\$60,028.8/year) with benefits.

5. Company's Obligation to Repay Funds. The Parties acknowledge and agree that the funds to be provided by City to Company pursuant to this Agreement are being provided in the form of an economic development loan and are subject to repayment in accordance with the terms and conditions of this Agreement if Company fails to perform its obligations under this Agreement. The Parties further acknowledge and agree that City shall forgive the entire economic development loan disbursed to Company representing a total of five hundred ninety-seven thousand five hundred and 00/100 dollars (\$597,500) upon Company meeting the following conditions:

(a) Company shall have complied with the terms and provisions of Sections 2- 5 of this Agreement in all respects; and

(b) If Company remains in compliance with the terms and provisions of Sections 2-5 of this Agreement in all respects, the Performance Based Forgivable Loan will be forgiven pursuant to the following schedule and will be memorialized in a promissory note, a copy of which is marked as Exhibit A, attached hereto and incorporated herein:

(i) On the first (1st) anniversary of the Effective Date, one-fifth (1/5) or one hundred nineteen thousand five hundred and No/100 Dollars (\$119,500) of the Economic Development Loan shall be eligible for forgiveness; and,

(ii) On the second (2nd) anniversary of the Effective Date,

one-fifth (1/5) or one hundred nineteen thousand five hundred and No/100 dollars (\$119,500) of the Economic Development Loan shall be eligible for forgiveness; and,

- (iii) On the third (3rd) anniversary of the Effective Date, one-fifth (1/5) or one hundred nineteen thousand five hundred and No/100 dollars (\$119,500) of the Economic Development Loan shall be eligible for forgiveness; and,
- (iv) On the fourth (4th) anniversary of the Effective Date, one-fifth (1/5) or one hundred nineteen thousand five hundred and No/100 dollars (\$119,500) of the Economic Development Loan shall be eligible for forgiveness; and,
- (v) On the fifth (5th) anniversary of the Effective Date, one-fifth (1/5) or one hundred nineteen thousand five hundred and No/100 dollars (\$119,500) of the Economic Development Loan shall be eligible for forgiveness, and

(c) The loan will be memorialized in a promissory note, a copy of which is marked Exhibit A, attached hereto and incorporated herein.

6. Default. In the event that Company fails to comply with any of the terms of this Agreement, City may declare Company to be in breach. Any such declaration shall be in writing and delivered to Company at its last known address. In the event that City declare Company to be in breach, all amounts owing to City by the Company pursuant to this Agreement shall immediately become due and owing by Company to City and if unpaid shall accrue interest at the rate of twelve percent (12%) per annum until such amounts are repaid in full.

7. Actions after Effective Date. From time to time after the Effective Date, without further consideration, each of the Parties will execute and deliver such documents and instruments, as any other Party shall reasonably request to give full effect to the transactions contemplated by this Agreement.

8. Term. This Agreement (and all representations, covenants, agreements, obligations and warranties of Company and the City contained in this Agreement), shall remain in full force and effect until the Company has repaid or been forgiven of all loan amounts pursuant to Section 6, of this Agreement (such date shall be the "Termination Date"). From and after the Termination Date, this Agreement shall be of no further force or effect, and no Party shall have any further obligations pursuant to this Agreement.

9. Amendment. No amendment or modification of this Agreement shall be binding on any Party unless the same shall be in writing and signed by all Parties.

10. Communication. Company agrees to inform City of any changes in Company's address, telephone number, email address or leadership within three (3) business days of such changes. Company also agrees to fully respond within fifteen (15) calendar days to any request for information from City related to Company's

compliance with the terms of this Agreement. All responses to inquiries shall be in writing and provided to:

City at the following address: Company at the following address:

Fremont City Clerk
400 East Military Avenue
Fremont, NE 68025

Structural Component Systems, Inc
1255 Front Street
Fremont, NE 68025

11. Indemnification. Company agrees to indemnify, defend and hold City and their employees, officers, directors, agents, attorneys, affiliates and their respective successors and assigns (collectively, the "Indemnified Parties") harmless from and against any and all loss, liability, obligation, damage, penalty, judgment, claim, deficiency and expense (including interest, penalties, attorneys' fees and amounts paid in settlement) to which the Indemnified Parties may become subject arising out of or based upon a breach or default by Company of this Agreement or the performance or non-performance of the Agreement.

12. Expenses. The Parties shall all pay their respective expenses incident to the preparation, execution and consummation of this Agreement.

13. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and assigns (including, without limitation, any purchaser of, or successor to, Company whether by purchase, merger, consolidation, reorganization, liquidation or any other type of transaction).

14. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

15. Non-Waiver. Waiver of or acquiescence by City in any default by Company, or any failure of City to insist upon strict performance by Company of any warranties, agreements or other obligations contained in this Agreement shall not constitute a waiver of any subsequent or other default, failure or waiver of strict performance, whether similar or dissimilar.

16. Relationship of Parties. The Parties have entered into this Agreement solely for the purposes set forth in this Agreement. Nothing contained in this Agreement shall be construed to create or imply any (a) partnership or joint venture by or among of the Parties, or (b) any principal and agency relationship by or among the Parties.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Nebraska, without giving effect to its conflict of laws principles.

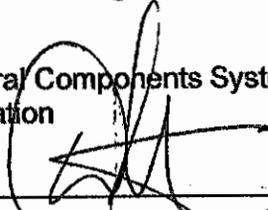
18. Entire Agreement. This Agreement and the documents referred to in this Agreement constitute the entire agreement of the Parties respecting the subject matter contained in this Agreement and supersede any prior offers, understandings,

agreements or representations by and between the Parties, written or oral, which may have related to the subject matter of this Agreement in any way.

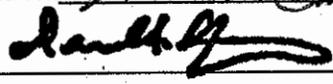
19. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first above written.

Structural Components System, Inc, an S Corporation

By:  _____

Its: President DAVID A. CHRISTOFFERSEN

By:  _____

Its: Secretary Daniel Christoffersen

City of Fremont, Nebraska

By: _____

Dev Sookram
Its: Mayor

**PROMISSORY NOTE
PERFORMANCE-BASED FORGIVABLE LOAN**

January 13, 2026

\$597,500

Fremont, Nebraska

For Value Received, the undersigned, and Structural Component Systems, Inc. a Nebraska corporation (hereinafter referred to as the "Maker"), promises to pay to the City of Fremont, Nebraska, a political subdivision of the State of Nebraska, (the "Lender"), the principal sum of five hundred ninety-seven thousand five hundred and no/100 dollars (\$597,500) together with interest to accrue thereon at the rate of twelve percent (12%) per annum compounded annually as provided herein.

The term of this Promissory Note will be five (5) years from the date of the execution of this Promissory Note, and that certain Economic Development Agreement dated on even date herewith (the "Agreement"). The amounts due from Maker under this Promissory Note maybe forgiven as follows:

- (i) On the first (1st) anniversary of the Effective Date, one-fifth (1/5) or one hundred nineteen thousand five hundred and No/100 Dollars (\$119,500) of the Economic Development Loan shall be eligible for forgiveness; and,
- (ii) On the second (2nd) anniversary of the Effective Date, one-fifth (1/5) or one hundred nineteen thousand five hundred and No/100 Dollars (\$119,500) of the Economic Development Loan shall be eligible for forgiveness; and,
- (iii) On the third (3rd) anniversary of the Effective Date, one-fifth (1/5) or one hundred nineteen thousand five hundred and No/100 Dollars (\$119,500) of the Economic Development Loan shall be eligible for forgiveness; and,
- (iv) On the fourth (4th) anniversary of the Effective Date, one-fifth (1/5) or one hundred nineteen thousand five hundred and No/100 Dollars (\$119,500) of the Economic Development Loan shall be eligible for forgiveness; and,
- (v) On the fifth (5th) anniversary of the Effective Date, one-fifth (1/5) or one hundred nineteen thousand five hundred and No/100 Dollars (\$119,500) of the Economic Development Loan shall be eligible for forgiveness.

Otherwise performs all Maker's obligations to Lender under this Note and the Agreement.

If Maker fails to retain five hundred fifty-two (552) jobs and create ten (10) jobs and maintain the jobs for the required period(s) or otherwise fails to perform its duties under this Promissory Note, the Agreement, or should any of the ownership interests in Maker be transferred to a third party, then in any such event, Maker shall be in default under this Promissory Note and the Agreement, and agrees that Lender may in its sole discretion elect to accelerate the amounts due under this

Promissory Note. Maker further agrees to pay all Lender's reasonable costs of collection including attorney fees to the extent allowed by applicable law.

All payments and any notice to the Lender shall be sent to the Lender by sending the same to: Fremont City Clerk, 400 East Military Avenue, Fremont, Nebraska, 68025, or such other address as is designated by the Lender in writing. Any notices given to the Maker by Lender will be deemed sufficient and given if sent to the Maker at the following address: 1255 Front St, Fremont, NE 68025 or at such other address as the Maker will have designated to the Lender in writing. Lender's notices shall be deemed given when sent and Maker's notices to Lender will be deemed given when actually received by Lender.

This Promissory Note is secured by a Security Agreement and the personal guarantees of Dave Christoffersen, President and Daniel Christoffersen, Secretary

The undersigned:

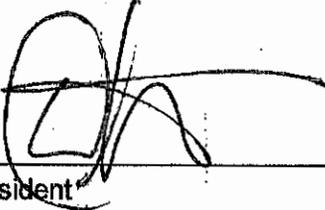
- (a) Waives demand, presentment, protest, notice of protest, and suit against any party and all other requirements necessary to hold it; and
- (b) Waives as to the amount due hereunder, all rights of exemption under the constitution or laws of the State of Nebraska or any other state as to personal property.

This Promissory Note and all provisions are binding on the Maker, its successors and assigns, and will inure to the benefit of the Lender, its successors and assigns. The Lender does not by any act, delay, omission or otherwise has waived any of its rights or remedies, and no waiver of any kind is valid against the Lender unless in writing and signed by the Lender.

This Promissory Note is governed by and construed in accordance with the laws of the State of Nebraska. This Promissory Note may not be amended or modified in whole or in part except by written agreement by both of the parties hereto.

Any dispute involving or relating to this Promissory Note or the Agreement, including but not limited to the parties' conduct in entering into any of them, any oral representations or agreements related thereto and the performance of any of these agreements, shall be litigated exclusively in the state courts located in Dodge County, Nebraska. The parties consent to personal jurisdiction in the State of Nebraska and to venue in Dodge County, Nebraska, or in the United States District Court for the District of Nebraska with trial in Omaha, and agree not to contest or to change venue from such location. The parties hereby waive any and all rights they may have to a jury trial in connection with any litigation commenced by or against Lender with respect to the rights and obligations of the parties under this Promissory Note or the Agreement whether sounding in tort, contract, or other theory.

Dated and executed as of the date first written above.

By:  _____
Its: President

By:  _____
Its: Secretary

WITNESS: _____

PERSONAL GUARANTY

THIS GUARANTY made as of the 13th day of January 2026 by Structural Component Systems, Inc. (hereinafter referred to as "Guarantor"), to and for the benefit of the City of Fremont, having its principal place of business at 400 East Military Avenue, Fremont, Nebraska 68025, (hereinafter referred to as "Lender"), hereby recites promises and pledges as follows:

WITNESSETH

WHEREAS, COMPANY (hereinafter referred to as "Debtor") has applied to Lender for a loan in the amount of five hundred ninety-seven thousand five hundred and No/100 Dollars (\$597,500) in the form of a performance-based forgivable loan, to be evidenced by its notes or bonds (hereinafter referred to as "Note", whether one or more); and,

WHEREAS, to induce Lender to make said loan, the Guarantor has agreed with Lender to guarantee the payment of principal and interest and any other charges provided for in the Note and the performance by the Debtor of all the covenants on his part to be performed as recited in the loan agreement and the note and observed pursuant to the provisions thereof.

NOW, THEREFORE, in consideration of the promises herein, and for the sum of One Dollar (\$1.00) in hand paid by Lender to the Guarantor at or before the delivery of this Guaranty, the receipt of which is hereby acknowledged, the Guarantor:

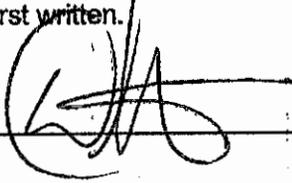
1. Unconditionally and absolutely guarantees the due and punctual payment of the principal of the Note, the interest thereon and any other moneys due or which may become due thereon, of all the other terms, covenants and conditions of the Note, whether according to the present terms thereof, at any earlier or accelerated date or dates as provided therein, or pursuant to any extension of time or to any change or changes in the terms, covenants and conditions thereof now or at any time hereafter made or granted.
2. Waives exhaustion of legal remedies, diligence, presentment and demand for payment, notice of dishonor, protest, notice of protest, extension of time or payment, notice of acceptance of this Guaranty, non-payment at maturity and indulgences and notices of every Note or Mortgage, and to any and all changes in the terms, covenants and conditions thereof hereafter made or granted and to any and all substitutions, exchanges or releases of all or any part of the collateral therefor; it being the intention hereof that the Guarantor shall remain liable hereunder until the final amount of the Note, with interest, and any other sums due or to become due thereon, shall have been fully paid and the terms, covenants and conditions of the Note shall have been fully performed and observed by the Debtor, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of the Guarantor.
3. No payment or performance by Guarantor pursuant to this Guaranty shall give Guarantor any right or subrogation to any rights or remedies of Lender against the Borrower or any collateral or security for any or all of the Guaranteed Obligations. Guarantor waives all rights of subrogation to any rights or remedies of Lender

against the Borrower or any collateral or security for any or all of the Guaranteed Obligations.

4. Agrees that this Guaranty may be enforced by Lender without first resorting to or exhausting any other security or collateral and without first having recourse to the Note or any of the property owned by Guarantor or otherwise; provided, however, that nothing herein contained shall prevent Lender from suing on the Note with or without making the guarantor a party to the suit or from exercising any other rights thereunder and is such suit, foreclosure or other remedy is availed of only that net proceeds therefrom, after deduction of all charges and expenses of the amount due on the Note and Lender shall not be required to institute or prosecute proceedings or to recover any deficiency as a condition of payment hereunder or enforcement hereof. At any sale of the security or collateral for the indebtedness or any part thereof whether by foreclosure or otherwise Lender may at its discretion purchase all or any part of such collateral so sold or offered for sale for its own account and may apply against the amount bid therefor an equivalent amount of the balance due it pursuant to the terms of the Note.
5. Agrees that in the event this Guaranty is placed in the hands of an attorney for enforcement, the Guarantor will reimburse Lender for all expenses incurred, including reasonable attorney's fees.
6. Agrees that the Guarantor's obligation to make payment in accordance with the terms of this agreement shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of the Debtor or its estate in bankruptcy resulting from the operation of any present or future provisions of the U.S. Bankruptcy Code or other statute, or from the decision of any court.
7. Agrees that if the Guaranty is executed by more than one guarantor, all obligations of the parties thereto shall be joint and several.
8. Agrees that in this Guaranty, unless the context requires otherwise, words in the singular number include the plural and in the plural include the singular, and words in the masculine gender include the feminine and the neuter.
9. Agrees that his Guaranty shall inure to the benefit of and may be enforced by Lender and any subsequent holder of the Note and shall be binding upon and enforceable against the Guarantor, his heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Guarantor has executed this instrument as of the day and year first written.

IN WITNESS WHEREOF, the Guarantor has executed this instrument as of the day and year first written.



Dave Christoffersen, President
NAME

In the presence of:

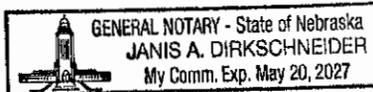
Witness

STATE OF NEBRASKA)

County of Dodge) ss.

Subscribed and sworn to before me this 4 day of December 2025.


Notary Public



SECURITY AGREEMENT

THIS SECURITY AGREEMENT (hereinafter referred to as this "Agreement") is made and entered into effective as of the 13th day of January, 2026 (the "Effective Date"), by and among the City of Fremont, Nebraska ("City") and Structural Component Systems, Inc., a Nebraska S Corporation ("Company") (City and Company, each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, on December 9, 2025, the Company entered into an Economic Development Agreement in which the Company was approved as a qualifying business under the City's Local Option Economic Development Plan, and that the Company would receive a five hundred ninety-seven thousand five hundred and No/100 Dollars (\$597,500) loan towards the Company's project; and

WHEREAS, pursuant to the terms of the Economic Development Agreement, the Company has executed and delivered a promissory note in favor of the City in the principal amount of \$597,500 plus applicable interest (hereinafter referred to as the "Note"); and

WHEREAS, to secure the Note, the Company has agreed to grant to the City a security interest in the Company's assets identified in Exhibit "A" attached hereto, and incorporated herein by this reference (the "Assets"), to secure the Company's payment and performance of the Note.

NOW, THEREFORE, in order to consummate the intent of the parties as set forth in the foregoing recitals, the parties hereby agree as follows:

1. **Grant of Security Interest and Pledge of Collateral.** To secure payment of the Indebtedness (hereinafter defined) and all obligations of Company to City under the Note, the Company hereby pledges and grants to the City a security interest in the Assets only, together with all substitutions, replacements, products and proceeds therefrom (collectively referred to as the "Collateral").
2. **Indebtedness.** The security interest in the Collateral is given to secure the payment and performance of all obligations owed by Company arising under the Note. The foregoing obligations shall be collectively referred to herein as the "Indebtedness."
3. **Cooperation.** The Company will, from time to time, perform acts and execute documents reasonably requested by the City, including the executing, delivering or filing of financing statements, amendments, partial releases or releases of financing statements, and renewals and continuations thereof, in order to create, perfect, maintain and enforce a valid lien upon, pledge of, or security interest in the Collateral in the City's favor.
4. **Power of Attorney.** Upon the occurrence and continuation of an Event of Default, as defined herein, the Company appoints the City as the Company's true and lawful attorney in fact, irrevocably, with full power of substitution to do the following: (a) to demand, collect, receive, receipt for, sue and recover all sums of money or other property which may now or hereafter become due, owing or payable from the Collateral; (b) to execute, sign and endorse any and all assignments, claims, instruments, receipts, checks, drafts or warrants issued with respect to the Collateral; and (c) to settle or compromise any and all claims arising with respect to the Collateral,

and, in the place and stead of the Company, to execute and deliver their release and settlement for any such claim. The City agrees not to exercise the City's rights under this power of attorney until such time as an Event of Default as defined herein has occurred.

5. **Representations and Warranties.** Company represents and warrants:

(a) **Debt.** The Company is justly indebted to the City for the obligations secured and has no set off or counterclaim with respect thereto.

(b) **Possession and Ownership.** The Collateral is or will be in Company's possession (except for equipment or inventory provided to Company's customers in the ordinary course of business) and Company has or will acquire absolute title thereto and will defend the Collateral against the claims and demands of all persons other than the City, except for purchase money security interests and similar priority claims and except those parties to which the City has subordinated its interests. Company has full right and power to grant the security interest herein to the City.

(c) **Liens and Encumbrances.** No financing statement covering the Collateral or other filing evidencing any lien or encumbrance on the Collateral is on file in any public office and there is no lien, security interest or encumbrance on the Collateral except for the security interest held by the City pursuant to this Agreement.

(d) **Truth of Representations.** All information, statements, representations, and warranties made by Company herein and in or any other writing executed prior to or substantially contemporaneously herewith are true, accurate and complete in all material respects.

(e) **Location.** Company has its chief executive office, principal place of business and place where it keeps its records concerning the Collateral at _1255 Front St, Fremont, NE 68025.

(f) **Authority.** Company has full authority to enter into this Agreement and in so doing is not violating any law, regulation, or agreement with third parties. This Agreement has been duly and validly authorized by all necessary corporate action, if any.

6. **Covenants.** Company covenants and agrees:

(a) **Liens and Encumbrances.** Company shall keep the Collateral free and clear of liens, encumbrances, security interests, and other claims of third parties that would have priority over the security interest granted in this Agreement and will, at Company's expense, defend the Collateral against the claims and demands of all third parties. Company shall promptly pay and discharge any indebtedness owing to any third party who, by reason of said indebtedness, could obtain or become entitled to a lien or encumbrance on the Collateral that would have priority over the security interest granted in this Agreement, other than such indebtedness being contested in good faith and with respect to which adequate reserves have been established.

(b) **Protection of Value.** Company shall use the utmost care and diligence to protect and preserve the Collateral and shall not commit nor suffer any waste to occur with respect to the Collateral. In pursuance of the foregoing, Company shall maintain the

Collateral in good condition and repair and shall take such steps as are necessary to prevent any impairment of the value of the Collateral.

(c) **Taxes.** Company shall promptly pay and discharge any and all taxes, levies and other impositions made upon the Collateral which may give rise to liens upon the Collateral if unpaid or which are imposed upon the creation, perfection or continuance of the security interest provided for herein, other than taxes being contested in good faith and with respect to which adequate reserves have been established.

(d) **Insurance.** All risk of loss of, damage to or destruction of the Collateral shall at all times be on Company. Company shall procure and maintain, at its own expense, insurance covering the Collateral against all risks under policies for the duration of this Agreement (except for equipment provided to Company's customers in the ordinary course of business) and shall list the City as loss payee.

(e) **Other Documents.** Company shall execute such further documents as may be requested by the City to obtain and perfect a security interest in the Collateral, including without limitation, Uniform Commercial Code Financing Statements and amendments thereto. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement.

7. **Affirmative Representations, Warranties and Covenants.** The Company represents, covenants, and warrants that (a) the Company is the owner of the Collateral; and (b) the person executing this Security Agreement is duly authorized and empowered to execute this Security Agreement on the Company's behalf.

8. **Events of Default.** The Company shall be in default under this Security Agreement upon the occurrence of any of the following events or conditions (each of the following constituting an "Event of Default"): (a) failure by the Company to timely pay any Indebtedness to the City including when due; (b) breach, default, termination, or failure to perform by the Company of any material obligation, covenant, warranty, agreement, or promise to the City under this Agreement; (c) this Agreement or the Note ceases to be in full force and effect or is in any manner deemed unenforceable, including the failure of such documents to create or maintain a valid security interest in favor of the City in the Collateral; (d) the commencement of any suit, foreclosure or forfeiture proceeding against the Company, entry of any judgment, restraining order, or injunction against the Company, or the instigation of any action to enforce any such judgment, restraining order or injunction, which materially and adversely effects the Company's operations or ability to repay the Indebtedness or perform the Company's obligations under this Agreement; or (e) dissolution, termination of existence, or insolvency of the Company. Insolvency means the Company's inability to generally pay the Company's debts in the ordinary course of business as they become due or that the Company's liabilities exceed its assets.

9. **Rights and Remedies of Secured Party.** The City shall have all of the rights and remedies provided at law and in equity and in the Uniform Commercial Code and in addition thereto and without limitation thereon shall have the following rights which may be exercised singularly or concurrently:

(a) Inspection. The City may at any time, with or without notice, enter upon Company's premises or any other place where the Collateral is located to inspect and examine the same and, if Company is in default, to take possession thereof.

(b) Performance by the City. If the Company fails to perform any of its obligations hereunder, the City may, at its sole discretion, pay or perform such obligations for Company's account and may add any cost or expense thereof to the obligations secured hereby.

(c) Acceleration. Upon failure of the Company to cure any default within the applicable cure period, the City may, without demand or notice to the Company, accelerate all of the obligations secured hereby and proceed to enforce payment of the same with or without first resorting against the Collateral.

(d) Proceed Against Collateral. Upon default not cured within the applicable cure period, the City may: (i) require Company to make the Collateral available to the City at a place to be designated by the City; and (ii) take possession of the Collateral, proceeding without judicial process or by judicial process and sell, retain or otherwise dispose of the Collateral in full or partial satisfaction of the obligations secured hereby.

(e) Deficiency. Upon default, and after any disposition of the Collateral, the City may sue the Company for any deficiency remaining.

10. **Remedies Upon Default/Transfer of Additional Units**. Upon the occurrence of any Event of Default by the Company, the City shall be entitled to have and enforce all the rights and remedies available under this Agreement, by statute, contract, at law and/or in equity, including but not limited to the right to declare all Indebtedness owed to the City immediately due and payable.

11. **Amendments**. No modifications or amendments of this Agreement will be effective unless made in writing and signed by the City and the Company.

12. **Interpretation; Governing Law; etc.** The invalidity or unenforceability of any provision in the Agreement shall not affect the validity or enforceability of any other provision in this Agreement, and any invalid or unenforceable provision shall be modified so as to be enforced to the maximum extent of its validity and enforceability. This Agreement, and any issue, claim or proceeding arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws (other than the conflict of laws rules) of the State of Nebraska.

13. **Review of Counsel; Construction**. Each party hereto acknowledges that it and its counsel have received, reviewed and been involved in the drafting of this Agreement and the agreements referenced herein to be executed at closing and that normal rules of construction, to the effect that ambiguities are to be resolved against the drafting party, shall not apply. This Agreement represents the mutual agreement of the parties hereto and shall not be construed more strongly against or in favor of either party.

14. **Counterparts**. This Security Agreement may be signed in any number of counterparts, and signature to any one counterpart shall be deemed signature to all counterparts, which when taken together shall constitute one agreement.

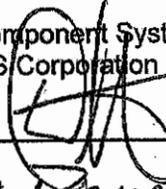
15. **Capitalized Terms.** Capitalized terms used and not otherwise defined in this Agreement shall have the meanings ascribed to them in the Purchase Agreement.

EXECUTED EFFECTIVE as of the date first above written.

Structural Component Systems, Inc.,
a Nebraska S Corporation

By: _____

Its: President


DAVID A. CHRISTENSEN

City of Fremont, Nebraska

By: _____

Dev Sookram

Its: Mayor

EXHIBIT "A"

- (a) All of the Company's tangible and intangible operating business assets, properties, leases, rights and interests pertaining to the business, including, but not limited to, all furniture, fixtures, appliances, equipment, inventory, motor vehicles (including vehicles covered by certificate of title), supplies, trade names, trademarks, service marks, goodwill, unemployment compensation accounts, business records, and lists now owned or hereafter acquired by the Company and wherever located;
- (b) All rights to receive the payment of money, including, but not limited to, accounts receivable, contract rights, chattel paper, instruments, investment properties, cash proceeds, commercial tort claims, deposit accounts, encumbrances, letter of credit rights, letters of credit, documents, leases, and money now or hereafter in existence and all proceeds thereof;
- (c) All rights to receive profits or surplus of, or other distributions (including income, return of capital and liquidating distributions) from, any corporation, partnership, joint venture or limited liability company; and
- (d) All computer software, designs, models, know-how, trade secrets, rights in proprietary information, formulas, customer lists, backlog, orders, subscriptions, royalties, catalogues, sales material, documents, good will, inventions, processes, and all other general intangibles.

RESOLUTION NO. 2026-006

A Resolution of the City Council of the City of Fremont, Nebraska approving application from Structural Component Systems, Inc. (SCS) for a Local Option Economic Development Fund loan in the amount of \$597,500.

WHEREAS, the City of Fremont, Nebraska, has economic development funds in the form of Local Option Economic Development Plan for the purpose of attracting new industries and retaining or expanding existing businesses in Fremont; and,

WHEREAS, SCS has applied to the Local Option Economic Development Fund for \$597,500; and,

WHEREAS, the Citizen Advisory Review Committee approved the application as an eligible business and project under Fremont's Local Option Economic Development Plan; and,

WHEREAS, the Local Option Review Team approved the recommendation.

NOW, THEREFORE BE IT RESOLVED, the Mayor and City Council of the City of Fremont approve a Local Option Economic Development Loan in the amount of \$597,500 to SCS and authorize the Mayor to sign the appropriate loan transaction documents.

PASSED AND APPROVED THIS 13th DAY OF JANUARY 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk